

# MEMORANDUM

## DEPARTMENT OF PUBLIC WORKS County of Placer

TO: BOARD OF SUPERVISORS

DATE: February 24, 2015

FROM: KEN GREHM / WILL GARNER

SUBJECT: OPERATION OF TRANSIT SERVICES FOR THE CITY OF LINCOLN

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### **ACTION REQUESTED/RECOMMENDATION**

Authorize the Chairman of the Board of Supervisors to execute an agreement with the City of Lincoln to operate transit services on behalf of the City of Lincoln. There is no net County cost.

### **BACKGROUND/SUMMARY**

In 2013, the City of Lincoln requested that Placer County consider becoming involved in the operation of Lincoln's transit system. That request followed preliminary discussions between the City, County and Placer County Transportation Planning Agency (PCTPA) about potential benefits of greater coordination and combining of Placer County Transit (PCT) and Lincoln Transit. Over the past 18 months, the City and County have been developing the key elements of an agreement for PCT to operate what is now Lincoln Transit under contract to the City of Lincoln. Under this proposed agreement Placer County Transit would operate the fixed route and dial-a-ride service currently operated by the City. The service would become branded as Placer County Transit, and the City of Lincoln will retain the responsibility and authority for determining the level of service and budgets for the transit service. This would be similar to the agreements that Placer County has with other cities. Placer County has had a transit service agreement with the City since 2001 for the intercity transit service provided by PCT. Attachment A is a summary of the main points of the agreement.

The City of Lincoln currently operates transit Monday through Friday. Lincoln offers 8,600 vehicle revenue service hours per year, and 87,000 vehicle revenue miles. This represents 21 percent of the hours and 13 percent of the miles that Placer County Transit currently provides for fixed route and dial-a-ride service. Along with the work on this proposed agreement, the City has also completed an analysis of their fixed route service. The City will consider a reduction of weekday fixed route service, while adding Saturday service. This would reduce the overall vehicle revenue hours to 6,900, and vehicle revenue miles to 84,000 for the City of Lincoln.

The dial-a-ride system would be operated under the existing dial-a-ride contract with MV transportation and that would be implemented first in April or May. The fixed route system would be operated by City and County employed bus drivers, and would begin in July of 2015. The current bus drivers that are employed by the City would continue to be City employees with shift assignments and on-the-job functional supervision coming from PCT. This arrangement is being done to avoid the expense and complications of a merger of Public Employees Retirement System (PERS) contracts.

The current fixed route service requires three full-time equivalent bus drivers. If the reduced level of service is approved by the City Council, the fixed route service would require two full-time equivalent bus drivers. The City currently employs two drivers that will be assigned to the Lincoln routes. As long as the City bus drivers are available, the PCT will only need to provide drivers on a part-time basis. This will be done by transitioning permanent part-time bus drivers to full-time status and using temporary extra-help bus drivers. At such time the Lincoln employed bus drivers leave the employment of the City, Placer County will need to hire drivers to replace them. The FY 2015/16 PCT Budget will include the cost increase of hours for the existing part-time employees, and the addition of two additional part-time employees.

**ENVIRONMENTAL**

The project is statutorily exempt from CEQA pursuant to section 21080(b)(10), as it is a project to provide passenger service.

**FISCAL IMPACT**

The additional Lincoln transit service will have a cost of \$815,000 per year under the current level of service. If the City approves the reduced level of fixed route service, the cost will be reduced to \$634,000. The County will charge the fully allocated cost to the City of Lincoln as it does for other cities. This will allow DPW to cover the cost of overhead, and the additional administrative and supervision responsibility of taking on the additional service. Lincoln will directly pay for or reimburse the County for future purchases of buses or other equipment related to the City's service.

The agreement also includes \$101,400 in charges for existing intercity services that have been in the ongoing agreement with the City since 2001. This covers Lincoln's share of the cost of the Lincoln-Sierra College route, and the Placer Commuter Express service. In total, the agreement is for \$917,224 minus fare revenues collected and credits for using City employed bus drivers.

Attachments: A- Summary of Placer County & Lincoln Transit Agreement, 2015  
B- Placer County – City of Lincoln Transit Agreement

**Summary of Placer County & Lincoln Transit Agreement, 2015**

Purpose of Agreement

- To define the roles and responsibilities of Placer County and The City of Lincoln in the joint operation of public transit services within and to the City of Lincoln and to define the costs of those services.

Placer County's Responsibilities

- Provide full operation of transit services either directly or through private contract
- Provide administration, supervision and overall management
- Maintain, repair and replace buses

Lincoln's Responsibilities

- Set the level of transit service to be provide within and to the City,
- Process Transportation Development Act (TDA) Claims for funding,
- Conduct Annual TDA Audits for Lincoln TDA Funds
- Provide a location for storing buses used for service to Lincoln
- Clean, maintain and build bus stops and passenger shelters
- Provide a staff liaison to work with Placer County
- Provide payment for services and equipment purchases

Buses

- County will receive title to existing Lincoln owned buses
- County will maintain and repair of buses at the Placer County garage in Auburn
- County will purchase future buses and incorporate them into the County transit fleet
- Exteriors will be changed on existing buses to look like Placer County Transit buses
- Buses will be stored at the Lincoln corporation yard

Employees

- Existing City employees will remain City employees and will be supervised by PCT
- County will provide monetary credit to City for use of City employees
- Placer County Transit will provide additional staffing necessary to provide service
- Drivers will report daily to Lincoln to begin their shift

Bus Stops

- City will clean, maintain and build bus stops and passenger shelters
- County will provide bus stop signs

Costs

- Charges by Placer County to Lincoln are based on fully allocated costs
- Lincoln will receive credit for City employed bus drivers working for this agreement
- Lincoln will receive credit for fare revenue collected on local transit service
- Charges in FY 2014/15 costs are approximately \$917,000, minus fares and labor credit, for the current level of service.

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**CONTRACT #:**

**AGREEMENT REGARDING  
TRANSIT SERVICE TO THE CITY OF LINCOLN  
BY THE PLACER COUNTY TRANSIT SYSTEM  
Beginning \_\_\_\_\_ 1, 2015**

THIS Agreement, hereinafter referred to as "AGREEMENT," is made and entered into this day of \_\_\_\_\_, 2015, by and between the County of Placer, hereinafter referred to as "COUNTY," and the City of Lincoln, hereinafter referred to as "LINCOLN."

RECITALS:

WHEREAS, COUNTY and LINCOLN desire to provide a public transportation system to accommodate unmet transit needs for persons who, because of circumstances or transportation needs, desire to use public transit as a means of transportation, and;

WHEREAS, LINCOLN has historically directly operated public transit service within the City of Lincoln and has determined that providing such service through Placer County Transit will be beneficial, and;

WHEREAS, it is the intent of LINCOLN to continue its own public transit services by contracting with the COUNTY to provide those services.

WHEREAS, Placer County Transportation Planning Agency Resolution 00-13 identifies the "Lincoln-South Placer Express," as described in the Short Range Transit Plan, as an "unmet transit need that is reasonable to meet," and;

WHEREAS, Placer County Transportation Planning Agency Resolution 00-13 identifies bus service to the Sacramento Regional Transit light rail station, as described in the Short Range Transit Plan, as an "unmet transit need that is reasonable to meet," and;

WHEREAS, Placer County Transportation Planning Agency Resolution 00-13 recommends that multi-jurisdictional agreements to fund and implement these transit services, and;

WHEREAS COUNTY operates Placer Commuter Express, and;

WHEREAS COUNTY and LINCOLN agree that the existing Placer County Transit Route , known as the "Lincoln-Sierra College Route" is necessary in order to allow for reliable timed transfers with the region wide transit network, and;

WHEREAS, an agreement between COUNTY and LINCOLN, to have the COUNTY provide Lincoln's Public Transit service would be the most economical and in the public interest,

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, it is agreed by and between the parties hereto as follows:

**Agreement Regarding Transit Service to the City of LINCOLN**

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**I. GENERAL PROVISIONS.** This AGREEMENT is for public transportation and transportation services of Placer County Transit rendered by COUNTY and LINCOLN

A. The Responsibilities of COUNTY under this agreement are as follows:

1. COUNTY agrees to operate fixed and/or deviated route service within the City of Lincoln (hereinafter "Local Route Service") on a route and schedule as provided on Exhibit A. Local Route Service will be integrated into the COUNTY fixed route service known as Placer County Transit and will be branded as such.
2. COUNTY agrees to operate demand responsive service within the City of Lincoln (hereinafter "Dial-A-Ride") on a schedule as provided on Exhibit B. Local Route Service will be integrated into the COUNTY dial-a-ride service known as Placer County Transit Dial-A-Ride and will be branded as such.
3. COUNTY agrees to operate the Lincoln-Rocklin-Sierra College route (hereinafter "Intercity Route Service") on a schedule as provided on Exhibit C,
4. COUNTY agrees to operate the Auburn-Light Rail route (hereinafter "Regional Fixed Route Service") on a schedule as provided on Exhibit D,
5. COUNTY agrees to operate the Placer Commuter Express route (hereinafter "Commuter Route Service") to Sacramento on a schedule as provided on Exhibit E.
6. COUNTY will provide all management, administration, grant management, reporting, supervision and personnel required to operate all service, with the exception of existing permanent employees of LINCOLN as defined in Section I-B-2 of the Agreement.
7. COUNTY will provide all vehicle and equipment maintenance to operate service with the exception of during the transition period if LINCOLN retains title to vehicles and equipment
8. COUNTY will provide all fuel required to operate transit services identified in this agreement, unless otherwise agreed to by both parties.
9. COUNTY will provide bus stop signs at all Placer County Transit bus stops,
10. COUNTY reserves the right to contract out either part or all of the above services to a qualified transit operations contractor,
11. COUNTY will use the services of the South Placer Transit Information Center (Call Center) to provide reservation services for Dial-A-Ride and for basic public information inquiries.

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- B. The Responsibilities of LINCOLN are as follows:
1. LINCOLN will resolve any and all employee related issues arising from the continuance of the City of Lincoln Public Transit Services through the COUNTY.
  2. Existing permanent employees of LINCOLN serving in the classification of Transit Operator, will remain under the employment of LINCOLN including all personnel responsibilities related to these employees. COUNTY will assign shifts for the operation of services identified in Section IA of this AGREEMENT. Time worked on COUNTY assigned shifts for this agreement will be credited against the payment for services by LINCOLN in an amount identified in Exhibit F under "Calculation of Local Route Service Charges".
  3. LINCOLN agrees to provide a liaison to COUNTY to provide a contact for coordination of all transit activities with COUNTY,
  4. LINCOLN agrees to provide construction, maintenance and cleaning of bus stops and related facilities within the City of Lincoln,
  5. LINCOLN agrees to prepare and approve City budget documents related to transit expenses, Transportation Development Act claims, and grants and related documents for bus stop construction and equipment owned and operated by LINCOLN,
  6. LINCOLN agrees to provide storage of Dial-A-Ride buses and/or Local Route Buses owned and used by COUNTY to implement this Agreement at the LINCOLN Covered Bus Parking Facility located at the City of Lincoln Corporation Yard unless otherwise agreed to by both parties.
  7. Should COUNTY and LINCOLN agree to fuel buses in LINCOLN, LINCOLN will provide access to COUNTY for fueling at the designate location used by LINCOLN. This location is currently Ramos Oil Company, 1185 Highway 65, Lincoln, CA. LINCOLN will provide a report to COUNTY by the 15<sup>th</sup> day of the following month of gallons fuel provided to all buses, price per gallon, and total cost of fuel.

**II. PAYMENT.**

- A. Operating Costs. In exchange for services identified in Section I above, LINCOLN agrees to pay COUNTY an amount not to exceed the grand total on Exhibit F – Calculation of Transit Services Charges, which is based on COUNTY's unit costs for vehicle revenue hours, vehicle revenue miles, and bus purchases.
- B. Notice of Annualized Costs. At least One Hundred and Twenty (120) days prior to the beginning of each fiscal year, COUNTY shall provide LINCOLN with revised Exhibits A through F for the subsequent fiscal year.

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- C. Federal Transit Administration Funding. LINCOLN will receive credit for Federal Transit Administration Section 5307 (FTA 5307) funds granted to COUNTY on behalf LINCOLN. The amount of FTA 5307 funds credited to LINCOLN will be based on the amount identified annually in the Sacramento Area Council Of Governments (SACOG) Metropolitan Transportation Improvement Program (MTIP). The parties agree and acknowledge that the FTA 5307 credit noted above will be subtracted from the total of payments from LINCOLN for services provided by COUNTY in this Contract.
- D. Replacement of Existing County Buses. LINCOLN will reimburse COUNTY for capital costs for transit vehicle replacement for Regional Fixed Route and Intercity Fixed Route service. The annual capital cost reimbursement is based on a per-mile charge calculated as follows:
- $$((A-B)/C) \times D$$
- A= Total estimated bus cost  
 B= City of Lincoln and/ or federal grant funds allocated to bus  
 C= Lifetime miles of bus  
 D= Service miles allocated to LINCOLN

Exhibit F provides the information used to calculate this cost.

- E. Capital Grant Funds. LINCOLN will make all efforts to use capital grant funds designated for transit purposes to reimburse PLACER for its proportionate share of all transit vehicle costs and other capital costs associated with the provision of transit services in this agreement. Contribution of said capital grant funds will be item "B" in the calculation of ongoing capital costs in section IIC
- F. Replacement of Existing Lincoln Buses. LINCOLN will reimburse COUNTY for replacing the existing bus fleet operated in 2014 by the City of Lincoln. This is agreed to be three fixed route buses and three dial-a-ride buses. Replacement of buses will be based on a mutually agreed upon funding plan that will be incorporated into this agreement prior to an order being placed with a vendor for buses. Reimbursement will be made after acceptance of buses based on the contracted pricing. COUNTY will provide copies of the final invoice to LINCOLN to support all charges by COUNTY.
- G. Direct Costs LINCOLN will reimburse COUNTY for any direct costs of providing service that are incurred by COUNTY and are outside of the operating and capital costs identified in Exhibit F. This will include any of the following:
1. Start-up costs from COUNTY assuming Local Route Service or Dial-A-Ride service as described in Sections I.A and I.B. Start-up costs are anticipated to include purchase and installation of bus stop signs, printing costs associated with updating schedules and brochures, costs of updating painting or graphics on buses. Start-up costs will be limited to the first six months of COUNTY beginning operation of the local fixed route service and the first six months of the COUNTY beginning operation of the dial-a-ride service.

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2. Costs of equipment necessary to assume Local Route Service or Dial-A-Ride services as described in Sections I.A and I.B.

3. For a period of 12 months after COUNTY places bus into service for this AGREEMENT, LINCOLN will reimburse COUNTY for major component failures on buses provided by LINCOLN listed in Exhibit B. Major component failures shall be limited to engine, transmission and heating/ventilation/air-conditioning for overhauls or replacements of over \$5,000.

H. Reporting of LINCOLN Shift Hours LINCOLN shall report shift hours worked for the purpose of this AGREEMENT by LINCOLN Employees in the classification of Transit Operator by the 15<sup>th</sup> day following the month. The report shall include driver name, days of shift hours, shift/route identification, and number of shift hours.

I. Bus Advertising. At such time COUNTY receives revenue from commercial advertising on the interior or exterior of buses, LINCOLN will be credited revenue from advertising proportional to the miles operated in Lincoln per this agreement and the total miles operated by COUNTY on Placer County Transit routes and dial-a-ride. COUNTY will consult with LINCOLN prior to placing commercial advertising on exterior of buses. LINCOLN shall have the ability to disapprove of advertising on buses operating entirely within the City of Lincoln corporate boundaries. If advertising is not approved by LINCOLN, COUNTY will make all reasonable efforts to not assign buses to routes that operate entirely within the corporate boundaries of the City of Lincoln.

J. Billing to LINCOLN COUNTY will submit an invoice to LINCOLN within 30 days following each quarter. LINCOLN will pay COUNTY within 30 days of receipt of an invoice. COUNTY invoice will include a credit for the shift hours and fuel cost reported for the quarter in an amount per shift hour identified in Exhibit F under "Calculation of Local Route Service Charges". COUNTY will quarterly provide LINCOLN with data regarding ridership, fare box revenue and route information.

**III. SYSTEM PLANNING AND SERVICE CHANGES**

A. LINCOLN and COUNTY shall coordinate on establishing routes, schedules, headways, service levels, bus stop locations and passenger amenities for transit service. Any proposed modifications to service and fares affecting the City of Lincoln shall be reviewed and approved by LINCOLN prior to implementation.

B. Changes in Service Levels. Either party may request modifications in the service levels at any time. If the parties agree to implement the suggested modifications, the implementation date shall be no later than 90 days after such agreement or a timeline mutually agreed upon by both parties. COUNTY shall provide an amended Exhibit A through F, as applicable, to show agreed upon service modifications and costs.

C. Public Hearings and Public Meetings. LINCOLN will hold any public hearings or public meetings to receive public input on significant service changes affecting the City of Lincoln.

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**IV TRANSITION PERIOD**

- A. The transition period of this agreement is defined as the time between approval of this agreement and full implementation of all transit services identified in Section IA of this agreement. The transition period is generally expected to take between six (6) and eighteen (18) months.
- B. LINCOLN and COUNTY shall coordinate on all activities to transition the implementation of this agreement. Both parties will mutually agree on timelines for implementation and transition of equipment, employees and assets necessary to facilitate implementation.
- C. LINCOLN and COUNTY agree that implementation may be phased in at different times to facilitate the orderly delivery of service.
- D. LINCOLN may retain title to vehicles and equipment necessary to implement service during the transition period..

**V HIRING AND TRANSITION OF EMPLOYEES**

- A. LINCOLN is responsible for all costs associated with the relocation and/or retirement of permanent and temporary transit employees now working for the City of Lincoln, including but not limited to, costs associated with accrued leave, employment and post-employment benefits, and retirement liability costs. The transition of public transit services is not intended by LINCOLN or COUNTY to be a Merger of Public Agencies pursuant to Placer County Code Section 3.04.120 – Merger of Public Agencies – Status of Employees. The transition of public transit services is not intended by LINCOLN or COUNTY to be the assumption or succession of functions by COUNTY pursuant to California Government Code 20508. LINCOLN will continue to provide public transit services via this agreement with COUNTY. COUNTY is a third party provider of services to LINCOLN. COUNTY is not required to hire any employees now working for City of Lincoln Public Transit Services.

**VI USE OF EQUIPMENT**

- A. LINCOLN will transfer title and registration of the vehicles listed in Exhibit G. There will be no payment required by COUNTY to LINCOLN for the use of these vehicles.
- B. COUNTY will operate vehicles listed in Exhibit G for Local Route Service and Dial-A-Ride. COUNTY may use buses as necessary for service outside of Lincoln City Boundaries in order to interline routes for Intercity Route Service or Regional Fixed Route Service serving LINCOLN.

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- C. COUNTY will cover LINCOLN vehicles in vehicle physical damage insurance carried by COUNTY for transit vehicles operated by COUNTY. Cost of vehicle physical damage insurance coverage is included in the rate charged by COUNTY for Local Fixed Route and Dial-A-Ride services in this agreement.
- D. Maintenance of equipment will be performed by COUNTY. At any time LINCOLN and COUNTY can mutually agree to change maintenance, storage and fueling locations and will adjust annual charges accordingly.
- E. COUNTY shall perform all preventive maintenance inspections (PMI) and repairs in accordance with Original Equipment Manufacturer (OEM) recommendations and current best practices. Cost of vehicle maintenance is included in the rate charged by COUNTY for local Fixed Route and Dial-A-Ride services in this agreement.
- F. Acceptance of Vehicles. LINCOLN shall provide to COUNTY a written report of the condition of each vehicle upon receipt of vehicle. The report shall note any and all mechanical and cosmetic defects. COUNTY will inspect vehicles and provide a report to LINCOLN on additional mechanical and cosmetic defects noted at the time of acceptance.
- G. Return of Vehicles. The return of vehicles will occur pursuant to Section IX – Termination.
- H. Disposal of Vehicles. COUNTY will dispose of vehicles at the end of the useful life of the vehicle. The useful life will be 10 years or 300,000 miles for vehicles of 35' or greater and 10 years or 200,000 miles for vehicles less than 35'. If the condition of the vehicle warrants disposal before the useful life, COUNTY and LINCOLN may mutually agree to disposal of the vehicle prior to useful life. Proceeds from disposal of any vehicle on Exhibit G will be used by COUNTY toward purchase of replacement vehicles and will be credited to LINCOLN as part of item "B" in Section IIC – calculation of ongoing capital costs.

## **VII. DEFINITIONS**

- A. Vehicle Revenue Hours and Miles (VRH & VRM) - The hours (miles) that a vehicle is available to the general public and for demand response service includes all travel and time from the point of the first passenger pick-up to the last passenger drop-off, as long as the vehicle does not return to the garage or dispatching point. In addition, VRH and VRM include the distance and time to pick-up the next passenger. This does not include deadhead distance and time. This definition is consistent with the National Transit Database definition.
- B. Shift Hour – The number of hours worked by an employee including pre and post trip inspections, deadhead and revenue vehicle hours.
- C. Deadhead – The miles and hours that a vehicle travels when out of revenue

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service. Deadhead includes leaving or returning to the garage or yard facility, changing routes, or when there is no expectation of carrying revenue passengers. Deadhead does not include operator training.

D. South Placer Transit Information Center - The South Placer Transit Information Center (Call Center) offers a consolidated "one stop" Call Center which serves as the centralized location for providing alternative transportation information and/or booking demand response trips for participating South Placer County transit operators and/or private/non-profit providers of transportation services. The City of Roseville is contracted by the Western Placer Consolidated Transportation Services Agency to operate the Call Center. Participating transit agencies currently retain their own dispatch function to make any modifications necessary to the manifest for next day services for its drivers and customers, and to insert or remove any same day trip changes and services.

**VIII. HOLD HARMLESS.**

A. Neither LINCOLN nor any officer, employee or volunteer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully defend, indemnify and save harmless LINCOLN, its officers, employees and volunteers from all claims, suits, or actions of every nature, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, activity or jurisdiction delegated to COUNTY under this AGREEMENT.

B. Neither COUNTY nor any officer, employee or volunteer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by LINCOLN under or in connection with any work, activity or jurisdiction delegated to LINCOLN under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, LINCOLN shall fully defend, indemnify and save harmless COUNTY, its officers, employees and volunteers from all claims, suits, or actions of every nature, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by LINCOLN under or in connection with any work, authority or jurisdiction delegated to LINCOLN under this AGREEMENT.

**IX. TERMINATION.**

A. This AGREEMENT becomes effective DATE \_\_\_\_\_ after its approval by both parties. This AGREEMENT shall be automatically renewed each July 1, unless either of the parties to the AGREEMENT serves in writing, the other party a notice of termination. COUNTY shall have up to 180 days from notice of termination to discontinue service. Upon termination, LINCOLN shall pay COUNTY for any and all services already rendered under this AGREEMENT within 10 working days.

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- B. In the event of termination of the AGREEMENT prior to the replacement of the buses provided by LINCOLN listed in Exhibit B, COUNTY will return the buses listed in Exhibit G to LINCOLN in an "as is" condition and release title of the buses to LINCOLN. This will include equipment related to on-board fare collection, automatic vehicle location, and video surveillance.
- C. In the event of termination of the AGREEMENT, the residual value of buses and other equipment funded in advance by LINCOLN will be returned to LINCOLN based on the useful life remaining of the asset. Residual value will be returned in the form of the asset itself, a portion of the assets, or in the form of payment.
- D. In the event of termination of the AGREEMENT, any remaining grants awarded for the services or equipment used for this AGREEMENT will be divided by both parties and assigned to the appropriate jurisdiction to administer the grant.
- E. Written notice of termination shall be served by U.S. Mail or in person to the following:

PLACER COUNTY:

Will Garner  
Public Works Manager  
Department of Public Works  
Transportation Division  
3091 County Center Dr, Suite 220  
Auburn, CA 95603

CITY OF LINCOLN:

City Manager  
City of Lincoln  
600 6<sup>th</sup> Street  
Lincoln, CA 95648

**X. DISPUTE RESOLUTION**

- A. In the event of a dispute, difference of interpretation, or appeal of a decision regarding the terms or condition of this Agreement, resolution shall first be pursued by each the liaisons of each Party. If the liaisons are unable to resolve the dispute then the dispute shall be submitted to the executive officers of each Party. If the executive officers are unable to resolve the dispute, the parties agree to go to non-binding mediation. If non-binding mediation is unsuccessful, then each Party may pursue any remedies provided by law.

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**XI. GENERAL PROVISIONS**

- A. Authority to Enter Agreement. The Parties warrant that they have all requisite power and authority to conduct their business and to execute and deliver, and to perform all of the obligations under this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement so as to bind each respective Party to perform the conditions contemplated herein.
- B. Severability/Illegality. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect. The illegality of any provision of this Agreement shall not affect the remainder of this Agreement.
- C. Time is of the Essence. Time is of the essence in this Agreement, and all parties agree to execute all documents and to proceed with due diligence to complete all covenants and conditions set forth herein.
- D. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any lawsuit brought to enforce this Agreement shall be brought in the appropriate court in California.
- E. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any of the provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be deemed a waiver and no waiver shall be binding unless executed in writing by the party making the waiver. No waiver, benefit, privilege, or service voluntarily given or performed by other parties shall give the other party any contractual right by custom, estoppel, or otherwise.
- F. Days. Any term in this Agreement referencing time, days, or period of performance shall be deemed to be calendar days and not workdays.
- G. Entire Agreement. This Agreement contains the entire agreement of the Parties and supersedes any prior oral or written statements or agreements between the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both Parties.
- H. Binding on Assigns. Each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the respective Parties.
- I. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.
- J. Captions. The captions of the various articles and paragraphs of this Agreement are for the convenience and ease of reference only, and do not define, limit, augment, or

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describe the scope, content, or intent of this Agreement or of any part or parts of this Agreement.

- K. Construction. In all cases, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any party, it being agreed that the Parties or their agents have all participated in the preparation of this Agreement.
  
- L. Cooperation/Further Acts. The Parties shall fully cooperate with one another in attaining the purposes of this Agreement and, in connection therewith, shall take any such additional further acts and steps and sign any such additional documents as may be necessary, appropriate, and convenient as related thereto.

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IN WITNESS THEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF LINCOLN

By: \_\_\_\_\_  
Mayor, City of Lincoln

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

RECOMMENDED FOR APPROVAL

By: \_\_\_\_\_  
Lincoln City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM

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

Date: \_\_\_\_\_

“COUNTY”

STATE OF CALIFORNIA

COUNTY OF PLACER

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of the Board

Date: \_\_\_\_\_

RECOMMENDED FOR APPROVAL

By: \_\_\_\_\_  
Ken Grehm, Placer County  
Public Works Director

Date: \_\_\_\_\_

APPROVED AS TO FORM

By: \_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_

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**Exhibit A - Attached  
Local Route Service Schedule**

**ABOUT LINCOLN TRANSIT**

Lincoln Transit currently operates two fixed routes: The Downtown Circulator and The Lincoln Loop. Fixed routes are completed in one hour rotations throughout the day. (Please see inside for service map and schedules.)

Lincoln Transit currently provides services only within city limits. For services outside city limits, Placer County Transit picks up every hour on the hour, Monday through Friday at the Twelve Bridges Transfer Point; at 6 a.m., 6 p.m., and 7 p.m. at the Lincoln Transfer Point at Third and F Street; and on Saturdays at the Lincoln Transfer Point.

For more information or for assistance with planning a trip, please call Lincoln Transit at (916) 645-5400.

**Lincoln Loop (Route 204)**

The Lincoln Loop operates throughout the city with stops at many schools, parks, community centers, and other points of interest.

The Loop starts each morning at the southwest corner of Venture and Lakeside Drive. It makes its way through the city and to the Lincoln Transfer Point at Third and F Street. The Loop completes its one hour rotation when it returns to Venture and Lakeside Drive.

**Downtown Circulator (Route 205)**

The Downtown Circulator operates in Historic Downtown Lincoln and along Highway 65 with stops near City Hall, downtown retail centers, Safeway Center, Twelve Bridges Library, Twelve Bridges Medical Center, and Kaiser Permanente.

The Circulator starts each morning at the Lincoln Transfer Point at Third and F Street where it connects with the Loop. The Circulator completes its one hour rotation when it returns to the Lincoln Transfer Point.

Lincoln's Downtown Circulator connects with Placer County Transit's Lincoln/Rocklin/Sierra College route hourly at the Twelve Bridges Transfer Point.

**Operating Hours**

Monday - Friday 6:30 a.m. - 6:00 p.m. ♦  
♦Final drop-off for Lincoln Transit will be at 5:40pm at Foskett Regional Park.

There are no services on New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving, and Christmas.

**Transit Fares**

General Public (13 and older).....	\$1.50
Youth (6-12 years).....	\$0.75
Seniors (60+) and Disabled.....	\$0.75
Children 5 and under.....	FREE
(with paid adult)	
Monthly Pass (General).....	\$45.00
Monthly Pass (Senior/ADA/Youth).....	\$22.50

Monthly passes may be purchased from City Hall at the Utility Billing Counter at 600 Sixth Street.

- Exact fare is required. Drivers cannot make change.
- Medicare cardholders are eligible for discounted fare.

**Other Lincoln Transit Services**

Lincoln Transit Dial-A-Ride (DAR) is a curb-to-curb, shared-ride para-transit service for the general public which operates within the city limits of the City of Lincoln. DAR passengers are transported in smaller buses which are ADA (Americans with Disability Act)-compliant and equipped with wheelchair lifts and securement areas. Buses are clean and temperature controlled.

DAR operates on a reservation basis. Rides are reserved at least one day in advance and up to 14 days in advance. Ride reservations are accepted daily from 8 a.m. to 5 p.m., seven days a week. To make your reservation, call the South Placer Transit Call Center at (916) 745-7560.

For more information about DAR services, call the Lincoln Transit Coordinator at (916) 645-5400.

**ADA/Mobility Aid Passengers**

ADA/Mobility Aid passengers will be assisted when loading and unloading as needed. Passengers are requested to use ADA-approved equipment and tie-downs.

**Title VI Non-Discrimination Policy**

The City of Lincoln, Lincoln Transit System is committed to ensuring no person is excluded from participation in, or denied the benefits of its transit services or programs on the basis of race, color, or national origin as afforded under Title VI of the Civil Rights Act of 1964.

The City of Lincoln Department of Public Services is responsible for providing leadership, direction, and policy to ensure compliance with Title VI of the 1964 Civil Rights Act in respect to its transit services. Any person who feels they have been discriminated against is encouraged to report such violations in writing to:

City of Lincoln  
Department of Public Services  
600 Sixth Street  
Lincoln, CA 95648

**Feedback**

Passengers may address concerns about the Lincoln Transit System with the Lincoln Transit Coordinator. Feedback may be submitted either in writing to the address above Attn: Transit Coordinator or by contacting the Transit Coordinator at (916) 645-5400.

**PLACER COUNTY TRANSIT (PCT)**

Placer County riders can make a connection to Lincoln's Historic Downtown and points in between at the Twelve Bridges Transfer Point via the Downtown Circulator. Transfers between the Downtown Circulator and PCT at the Twelve Bridges Transfer Point are free. Ask your driver for a transfer slip.

During the week, Lincoln riders may connect to PCT and points beyond Lincoln at the Twelve Bridges Transfer Point. PCT service is available early morning and early evening at the Lincoln Transfer Point at Third and F Street as follows:

Monday - Friday 6 a.m.  
6 p.m. - 7 p.m.

PCT offers Saturday service at the Lincoln Transfer Point. Hours at the Lincoln Transfer Point are:

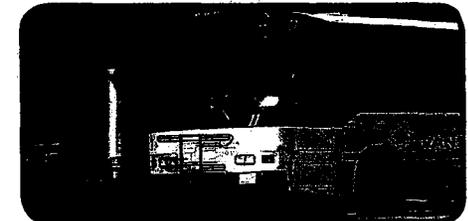
Saturdays 8 a.m. - 5 p.m.  
No Service on Sundays  
No Service on Holidays

Discount passes are also available. Please call (530) 885-BUSS or (916) 784-6177 or visit [www.placer.ca.gov/transit](http://www.placer.ca.gov/transit) for more information.

**PCT Fares**

One-Way Cash Fares	
General Public.....	\$1.25
Disabled / Senior / Youth.....	\$0.60
Children 5 and under.....	FREE
(with paid adult)	

▲ Exact fare is required. Drivers cannot make change.



(916) 645-5400 [www.ci.lincoln.ca.us](http://www.ci.lincoln.ca.us)  
Effective January 1, 2014

EXHIBIT A

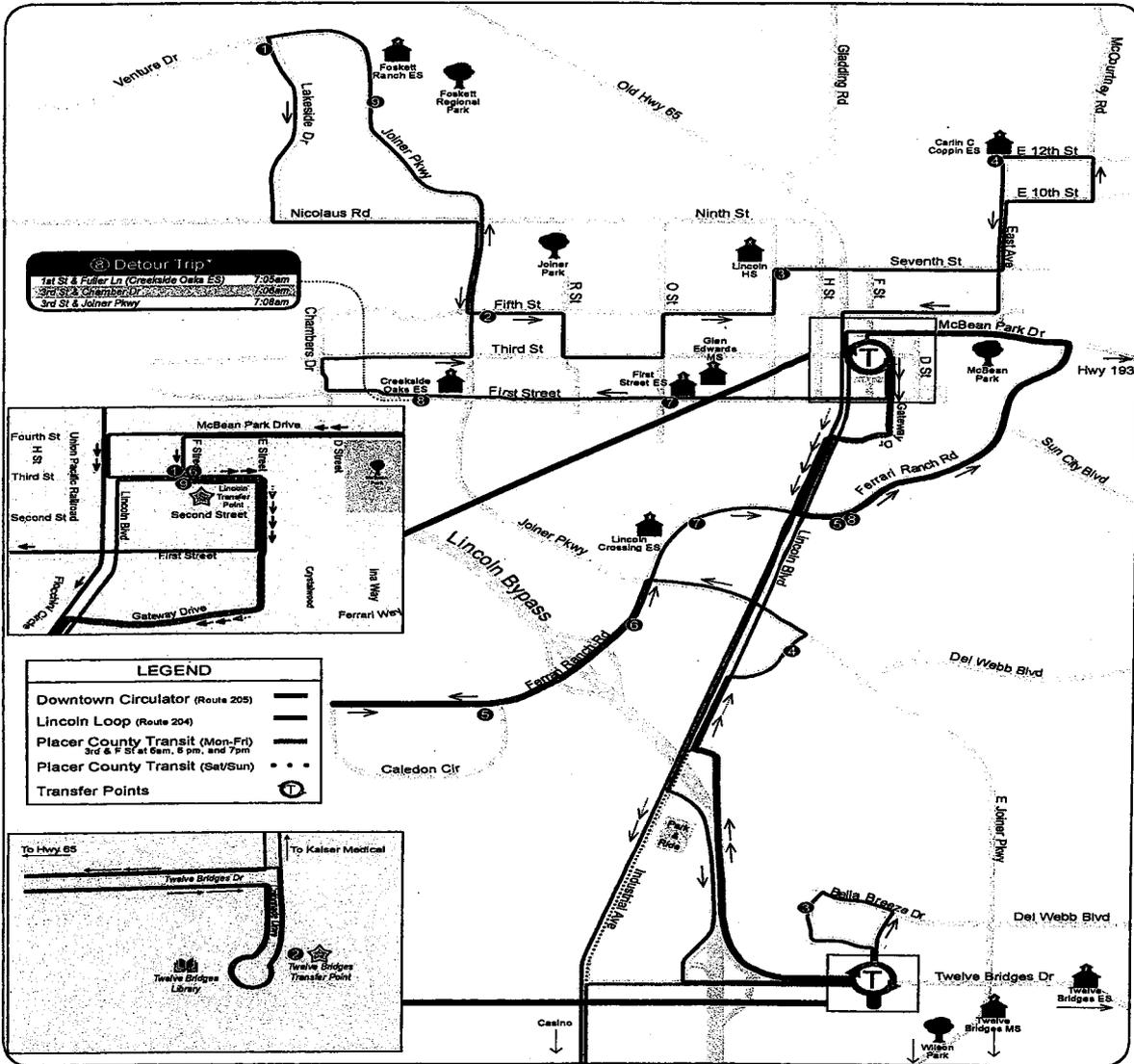
619

## DOWNTOWN CIRCULATOR (ROUTE 205)

EXHIBIT A

①	②	③	④	⑤	⑥	⑦	⑧	⑨	
3rd St & F St (Depart)	Twelve Bridges Library (Transfer Point)	Kaiser Medical / Wilson Park	Stirling Parkway	Ferrari Ranch & Caledon Circle (East)	Lincoln Marketplace	Ferrari Ranch & Kensington Lane	Safeway Shopping	3rd & F Sts (Arrive)	
6:35 AM	6:55 AM	7:00 AM	*	7:07 AM	7:14 AM	7:17 AM	7:18 AM	---	7:25 AM
7:35 AM	7:55 AM	8:00 AM	*	8:07 AM	8:14 AM	8:17 AM	8:18 AM	8:20 AM	8:25 AM
8:35 AM	8:55 AM	9:00 AM	*	9:07 AM	9:14 AM	9:17 AM	9:18 AM	9:20 AM	9:25 AM
9:35 AM	9:55 AM	10:00 AM	*	10:07 AM	10:14 AM	10:17 AM	10:18 AM	10:20 AM	10:25 AM
10:35 AM	10:55 AM	11:00 AM	*	11:07 AM	11:14 AM	11:17 AM	11:18 AM	11:20 AM	11:25 AM
11:35 AM	11:55 AM	12:00 PM	*	12:07 PM	12:14 PM	12:17 PM	12:18 PM	12:20 PM	12:25 PM
12:35 PM	12:55 PM	1:00 PM	*	1:07 PM	1:14 PM	1:17 PM	1:18 PM	1:20 PM	1:25 PM
1:35 PM	1:55 PM	2:00 PM	*	2:07 PM	2:14 PM	2:17 PM	2:18 PM	2:20 PM	2:25 PM
2:35 PM	2:55 PM	3:00 PM	*	3:07 PM	3:15 PM	3:17 PM	3:20 PM	3:20 PM	3:25 PM
3:35 PM	3:55 PM	4:00 PM	*	4:07 PM	4:14 PM	4:17 PM	4:18 PM	4:20 PM	4:25 PM
4:35 PM	4:55 PM	5:00 PM	*	5:07 PM	5:14 PM	5:17 PM	5:18 PM	5:20 PM	5:25 PM

\*Service to the Kaiser Medical / Wilson Park stops must be requested by notifying the driver at loading or by calling Lincoln Transit at 916-645-5400.



ES Elementary School  
MS Middle School  
HS High School

## LINCOLN LOOP (ROUTE 204)

①	②	③	④	⑤	⑥	⑦	⑧	⑨	
Venture Dr & Lakeridge Dr	Joiner Parkway & 5th St	7th St & J St (Lincoln HS)	12th St & East Ave (Coppin ES)	Ferrari Ranch / J & Hwy 65 (Safeway)	3rd St & F St (Transfer Point)	1st St & G St (Depart)	1st St & Fuller Ln (Cockade ES)	Joiner Parkway & Fockett Regional Park	
7:00 AM	7:11 AM	7:16 AM	7:22 AM	*	7:25 AM	7:35 AM	7:38 AM	7:05 AM	7:53 AM
8:00 AM	8:04 AM	8:10 AM	8:16 AM	*	8:25 AM	8:35 AM	8:38 AM	8:45 AM	8:55 AM
9:00 AM	9:04 AM	9:10 AM	9:16 AM	*	9:25 AM	9:35 AM	9:38 AM	9:45 AM	9:55 AM
10:00 AM	10:04 AM	10:10 AM	10:16 AM	*	10:25 AM	10:35 AM	10:38 AM	10:45 AM	10:55 AM
11:00 AM	11:04 AM	11:10 AM	11:16 AM	*	11:25 AM	11:35 AM	11:38 AM	11:45 AM	11:55 AM
12:00 PM	12:04 PM	12:10 PM	12:16 PM	*	12:25 PM	12:35 PM	12:38 PM	12:45 PM	12:55 PM
1:00 PM	1:04 PM	1:10 PM	1:16 PM	*	1:25 PM	1:35 PM	1:38 PM	1:45 PM	1:55 PM
2:00 PM	2:04 PM	2:10 PM	2:16 PM	*	2:25 PM	2:35 PM	2:38 PM	2:45 PM	2:55 PM
3:00 PM	3:04 PM	3:10 PM	3:16 PM	*	3:25 PM	3:35 PM	3:38 PM	3:45 PM	3:55 PM
4:00 PM	4:04 PM	4:10 PM	4:16 PM	*	4:25 PM	4:35 PM	4:38 PM	4:45 PM	4:55 PM
5:00 PM	---	---	---	---	---	5:25 PM	5:32 PM	5:35 PM	5:40 PM

\*Service to the Safeway Center stop must be requested by notifying the driver at loading or calling Lincoln Transit at 916-645-5400.

Agreement Regarding Transit Service to the City of LINCOLN  
Page 14 of 24

**Exhibit B - Attached  
Dial-A-Ride Service Schedule**

- scheduled pick-up time;  
 3. they are not ready at the scheduled pick-up time.

A violation of the DAR No-Show Policy may result in a double fare. This fee must be paid at the time of the next future trip.

Scheduled passengers who do not show up at the scheduled pick-up time, then requests a new pick-up time, may be subject to double fare. Fare will be collected at return pick-up at loading.

**Title VI Non-Discrimination Policy**

The City of Lincoln, Lincoln Transit System is committed to ensuring no person is excluded from participation in, or denied the benefits of its transit services or programs on the basis of race, color or national origin as afforded under Title VI of the Civil Rights Act of 1964.

The City of Lincoln Department of Public Services is responsible for providing leadership, direction and policy to ensure compliance with Title VI of the 1964 Civil Rights Act in respect to its transit services. Any person(s) who feels they have been discriminated against is encouraged to report such violations in writing to:

City of Lincoln  
 C/O Dept of Public Services  
 600 Sixth Street  
 Lincoln, CA 95648

**Complaints**

Passengers may address complaints about the Lincoln Transit System with the Lincoln Transit Coordinator. Complaints may be submitted either in writing to the below address or by contacting the Transit Coordinator at (916) 645-5400.

City of Lincoln  
 C/O Lincoln Transit  
 600 Sixth Street  
 Lincoln, CA 95648

**LINCOLN TRANSIT**

Lincoln Transit System currently operates two fixed routes: Downtown Circulator and Lincoln Loop. Fixed routes are completed in one hour rotations throughout the day.

Lincoln Transit System currently provides services only within the city limits. For services outside city limits, Placer County Transit picks up every hour on the hour, Monday through Friday at the Twelve Bridges Transfer Point near the Twelve Bridges Library, and on Saturdays at the Lincoln Transfer Point at Third and F Streets.

**Lincoln Loop (Route 204)**

The Lincoln Loop operates throughout the city with stops at many schools, parks, community centers, and other points of interest.

The Loop starts each morning at the southwest corner of Venture and Lakeside Drives. It makes its way to the Lincoln Transfer Point at Third and F Streets and thereafter, throughout the City. The Loop completes its one hour rotation when it returns to Venture and Lakeside Drives.

**Downtown Circulator (Route 205)**

The Downtown Circulator operates in Historic Downtown Lincoln and along Hwy 65 with stops near City Hall, downtown retail centers, Safeway Center, Twelve Bridges Library, Twelve Bridges Medical Center, and Kaiser Permanente.

The Circulator starts each morning at the Lincoln Transfer Point at Third and F Streets and connects with the Loop there. The Circulator completes its one hour rotation when it returns to the Lincoln Transfer Point.

Lincoln's Downtown Circulator connects with Placer County Transit's Lincoln/Rocklin/Sierra College Route daily at the Twelve Bridges Transfer Point, near the Twelve Bridges Library.

For more information or for assistance with planning a trip, please call Lincoln Transit at (916) 645-5400.

**WESTERN PLACER CONSOLIDATED  
 TRANSPORTATION SERVICES AGENCY  
 (CTSA)**

The Western Placer Consolidated Transportation Services Agency (CTSA) and Seniors First provides transportation service for elderly persons and persons with disabilities who are residents of Placer County, and who are not able to use conventional public transit services operating within Western Placer County.

For more information regarding Western Placer CTSA information and services, call (530) 823-4030 or email [info@wpctsa.net](mailto:info@wpctsa.net).

**Consolidated Transportation  
 Services Agency (CTSA)**

CTSA has three pilot programs which address unique transportation needs not otherwise currently met within a prescribed service area. For scheduling and information, please call Health Express at (800) 878-9222.

Non-Emergency Medical Transportation

"Health Express", provided by Seniors First, offers non-emergency medical transportation services to and from medical-related appointments, outside of the Lincoln service area.

Volunteer Door-to-Door Transportation

Provides volunteer door-to-door transportation services intended for individuals who are not able to use conventional public transit services.

Transportation Vouchers Program

Provides a voucher to individuals who cannot otherwise afford the cost associated with an occasional necessary trip to medical appointments, job interviews, court appearance, etc.



**DIAL-A-RIDE**

**CURB-TO-CURB SERVICE  
 FOR**

**SENIOR/ADA & GENERAL PUBLIC**



**FOR RESERVATIONS, CALL  
 SOUTH PLACER TRANSIT CALL CENTER  
 (916) 745-7560**

**FOR MORE INFORMATION ABOUT  
 LINCOLN TRANSIT DIAL-A-RIDE,  
 OR TRIP PLANNING, CALL (916) 645-5400**

**[www.cl.lincoln.ca.us](http://www.cl.lincoln.ca.us)  
 Effective March 1, 2012**

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## ABOUT DIAL-A-RIDE

Lincoln Transit Dial-A-Ride (DAR) is a complimentary para-transit curb-to-curb, shared-ride transit service for the general public which operates within the city limits of the City of Lincoln. DAR passengers are transported in smaller buses which are ADA (Americans with Disability Act) compliant and equipped with wheelchair lifts and securement areas. Buses are clean and temperature controlled.

### Uses for a Dial-A-Ride

DAR buses can be used for medical appointments, shopping, commuting to work, meetings, recreation, visiting and much more.

DAR cannot be used for transporting school-age children to and from school, or school-sponsored activities, regardless of whether they are traveling alone or accompanied by an adult.

### Riding Dial-A-Ride

Rides are reserved a day in advance and passengers share their ride with other passengers traveling in the same general direction.

Passengers will receive a pick-up time when they make their reservation. The DAR bus can arrive 15 minutes before or after the reservation time. Passengers must be ready and waiting for the bus at the curb and plan for a ride time of up to one (1) hour.

Drivers will wait for passengers at the curb of a public street, as close to the designated pick-up location as possible. Drivers will wait up to two (2) minutes after the scheduled pick up time before departure. Once the bus departs, after waiting the allotted time, the appointment will be declared a "no-show".

### Reserving a Ride

Rides are reserved at least one day in advance, and up to 14 days in advance. Ride reservations are accepted seven (7) days a week from 8am to 5pm.

To make your reservation, call *South Placer Transit Call Center at (916) 745-7560*. Please listen to the greeting, then follow the instructions, or stay on the line for assistance.

When the dispatcher answers, please give the following information:

1. Your name.
2. Your home address and phone number.
3. The day and date you want to travel.
4. The time of your appointment.
5. Your pick-up address.
6. Your destination address.
7. The time of your return trip, if applicable.
8. A phone number where you can be reached on the day of your trip.
9. How many will be traveling, plus any specific information which may assist in providing your ride. For example, if you need a wheelchair lift, traveling with an attendant, there is a gate access number, or need extra time to board.
10. At the end of your call, staff will give you a 15-minute pick-up window and repeat your ride information.

### Dial-A-Ride Hours

Monday through Friday..... 6:30am - 5:30pm  
Saturdays & Sundays..... No Service

### Holidays

DAR service does not operate on New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, day after Thanksgiving, and Christmas.

### Fares

General Public.....	\$3.00
Seniors (60 & above).....	\$2.00
ADA-Certified.....	\$2.00
ADA Attendant.....	FREE
Children 5 & under.....	FREE
(with fare paying adult)	
Punch Card (10-Rides Only)	
General.....	\$30.00
Senior / ADA.....	\$20.00

Punch cards can only be purchased from the driver. Please see your driver for more information, or call Lincoln Transit System at (916) 645-5400.

### Service Area

DAR service is available to any location within a ¼-mile radius of any Lincoln Transit System route, including the Del Webb community.

### Out of Service Area

Any passengers, who reside in locations outside the ¼-mile radius of any Lincoln Transit System route, but within City of Lincoln limits, may be subject to double fare. Likewise, any reservations to or from any location point outside of the ¼-mile radius of any Lincoln Transit System route may be subject to double fare.

### Thunder Valley Casino Runs

Thunder Valley Casino is located outside of the Lincoln Transit Service Area and is billed as a double fare reservation. Daily trips to the Thunder Valley Casino are available as a curb-to-curb service, one drop-off to the Casino in the morning and one return pick-up from the Casino in the afternoon. Reservations may be made through the South Placer Transit Call Center.

### Same-Day Trips

Ride requests for the same day of travel will be provided when space is available, on a first-come, first-served basis.

### ADA/Para-transit Eligibility

If you are 60 years of age and over or have a disability preventing you from using the local bus service, you are eligible to receive priority service on Lincoln DAR in compliance with the Americans with Disabilities Act (ADA). Please ask your driver for an application.

ADA passengers may reserve rides at least one day in advance, and up to 14 days in advance.

Lincoln Transit staff will determine ADA eligibility through an application process. For more information on eligibility, or to receive an application, call Lincoln Transit System at (916) 645-5400. The application is used to determine the extent of your disability as it relates to using the local bus system.

### ADA Photo ID Cards

ADA passengers must show the driver one of the following forms of identification to validate their ADA eligibility upon loading:

- Lincoln Transit ADA Photo ID Card
- California Drivers License or ID Card

### Appeals

Once the eligibility process has been reviewed and a decision has been made regarding a passenger's eligibility for Para-transit, appeals may be made either in writing or by contacting the Lincoln Transit Coordinator at (916) 645-5400

### Cancellation Policy

If you need to cancel your ride, call the South Placer Transit Call Center at (916) 745-7560 no less than two (2) hours before your scheduled pick-up time. Cancellations not made within two (2) hours of the scheduled pick-up time may be subject to suspension. A pattern of untimely or unreported cancellations, for reasons within the passenger's control, may result in suspension of service. Contact Lincoln Transit System for more information on the cancellation policy.

The cancellation line is open 24-hours, 7 days a week. Please provide the following information to the dispatcher, or when leaving a message:

1. Your name.
2. The day and date of your appointment.
3. The time of your appointment.
4. If you are cancelling your trip one or both ways.
5. A phone number where you can be reached on the day of your trip.

Passengers may appeal a suspension by submitting the appeal in writing or by calling the Lincoln Transit Coordinator at (916) 645-5400.

### No-Show / Return Pick-Up Policy

Passengers receive a "no-show" when:

1. they fail to cancel a reserved ride at least two hours before the 15-minute scheduled pick-up time;
2. they are absent from the location at the

Agreement Regarding Transit Service to the City of LINCOLN  
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**Exhibit C**  
**Intercity Route Service Schedule**

Service Not Provided on Sunday

Service Not Provided on the Following Holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day

\* On Saturdays, PCT will stop at 3rd & F in Lincoln and will NOT stop at Twelve Bridges Library, as Lincoln Transit does not operate on Saturdays

Lincoln/Rocklin/Sierra College (Including Thunder Valley Casino)														
Bus Stops	A.M.						P.M.						Saturday times are not scheduled	
Lincoln - 3rd & F	6:00	-	8:00	9:00	10:00	11:00	12:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00
Twelve Bridges Library	-	7:00	8:00	9:00	10:00	11:00	12:00	1:00	2:00	3:00	4:00	5:00	-	-
Thunder Valley Casino	6:05	7:05	8:05	9:05	10:05	11:05	12:05	1:05	2:05	3:05	4:05	5:05	6:05	7:05
Atherton	6:11	7:11	8:11	9:11	10:11	11:11	12:11	1:11	2:11	3:11	4:11	5:11	6:11	7:11
Sunset & W Oaks	6:13	7:13	8:13	9:13	10:13	11:13	12:13	1:13	2:13	3:13	4:13	5:13	6:13	7:13
Bel Air	6:17	7:17	8:17	9:17	10:17	11:17	12:17	1:17	2:17	3:17	4:17	5:17	6:17	7:17
Fairway	6:20	7:20	8:20	9:20	10:20	11:20	12:20	1:20	2:20	3:20	4:20	5:20	6:20	7:20
Galleria	6:30	7:30	8:30	9:30	10:30	11:30	12:30	1:30	2:30	3:30	4:30	5:30	6:30	7:30
S Whitney & Lincoln	6:35	7:35	8:35	9:35	10:35	11:35	12:35	1:35	2:35	3:35	4:35	5:35	6:35	7:35
Sunset & S Whitney	6:38	7:38	8:38	9:38	10:38	11:38	12:38	1:38	2:38	3:38	4:38	5:38	6:38	7:38
K-Mart	6:41	7:41	8:41	9:41	10:41	11:41	12:41	1:41	2:41	3:41	4:41	5:41	6:41	7:41
Pacific & Pine	6:42	7:42	8:42	9:42	10:42	11:42	12:42	1:42	2:42	3:42	4:42	5:42	6:42	7:42
Pacific & Midas	6:43	7:43	8:43	9:43	10:43	11:43	12:43	1:43	2:43	3:43	4:43	5:43	6:43	7:43
Pacific & Sierra Meadows	6:45	7:45	8:45	9:45	10:45	11:45	12:45	1:45	2:45	3:45	4:45	5:45	6:45	7:45
Sierra Meadows	6:45	7:45	8:45	9:45	10:45	11:45	12:45	1:45	2:45	3:45	4:45	5:45	6:45	7:45
Granite Dr	6:46	7:46	8:46	9:46	10:46	11:46	12:46	1:46	2:46	3:46	4:46	5:46	6:46	7:46
Sierra College	6:48	7:48	8:48	9:48	10:48	11:48	12:48	1:48	2:48	3:48	4:48	5:48	6:48	7:48

PCT operates Monday - Saturday. No service on Sunday.  
PCT does not operate on several holidays. See last page for details.

\* On Saturdays, PCT will stop at 3rd & F in Lincoln and will NOT stop at Twelve Bridges Library, as Lincoln Transit does not operate on Saturdays

Sierra College/Rocklin/Lincoln (Including Thunder Valley Casino)														
	A.M.						P.M.						Saturday times are not scheduled	
Sierra College	6:00	7:00	8:00	9:00	10:00	11:00	12:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00
Granite Dr	6:03	7:03	8:03	9:03	10:03	11:03	12:03	1:03	2:03	3:03	4:03	5:03	6:03	7:03
AMF Rocklin Lanes	6:04	7:04	8:04	9:04	10:04	11:04	12:04	1:04	2:04	3:04	4:04	5:04	6:04	7:04
Sierra Meadows & Pacific	6:05	7:05	8:05	9:05	10:05	11:05	12:05	1:05	2:05	3:05	4:05	5:05	6:05	7:05
Pacific & Midas	6:06	7:06	8:06	9:06	10:06	11:06	12:06	1:06	2:06	3:06	4:06	5:06	6:06	7:06
Les Schwab	6:10	7:10	8:10	9:10	10:10	11:10	12:10	1:10	2:10	3:10	4:10	5:10	6:10	7:10
S Whitney & Sunset	6:15	7:15	8:15	9:15	10:15	11:15	12:15	1:15	2:15	3:15	4:15	5:15	6:15	7:15
S Whitney & Lincoln	6:18	7:18	8:18	9:18	10:18	11:18	12:18	1:18	2:18	3:18	4:18	5:18	6:18	7:18
Galleria	6:30	7:30	8:30	9:30	10:30	11:30	12:30	1:30	2:30	3:30	4:30	5:30	6:30	7:30
Fairway	6:35	7:35	8:35	9:35	10:35	11:35	12:35	1:35	2:35	3:35	4:35	5:35	6:35	7:35
Bel Air	6:39	7:39	8:39	9:39	10:39	11:39	12:39	1:39	2:39	3:39	4:39	5:39	6:39	7:39
Sunset & W Oaks	6:40	7:40	8:40	9:40	10:40	11:40	12:40	1:40	2:40	3:40	4:40	5:40	6:40	7:40
Atherton	6:44	7:44	8:44	9:44	10:44	11:44	12:44	1:44	2:44	3:44	4:44	5:44	6:44	7:44
Thunder Valley Casino	6:50	7:50	8:50	9:50	10:50	11:50	12:50	1:50	2:50	3:50	4:50	5:50	6:50	7:50
Twelve Bridges Library	7:00	8:00	9:00	10:00	11:00	12:00	1:00	2:00	3:00	4:00	5:00	Drop Off Only**		
Lincoln - 3rd & F	-	-	9:00	10:00	11:00	12:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00

Final - January 2015

\*\*Drop off by request only at Twelve Bridges Library at 6, 7 and 8 PM.

Agreement Regarding Transit Service to the City of LINCOLN  
Page 16 of 24

**Exhibit D**  
**Regional Fixed Route Service Schedule**

Service Not Provided on the Following Holidays:  
New Year's Day, President's Day, Memorial Day, Independence Day,  
Labor Day, Thanksgiving Day and Christmas Day

Auburn to Light Rail														
	A.M.						P.M.							
Auburn Station/Nevada St	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	1:00	2:00	3:00	4:00	6:00	7:00
Sierra College	5:17	6:17	7:17	8:17	9:17	10:17	11:17	12:17	1:17	2:17	3:17	4:17	6:17	7:17
Galleria	5:30	6:30	7:30	8:30	9:30	10:30	11:30	12:30	1:30	2:30	3:30	4:30	6:30	7:30
Louis Ln & Orlando	5:40	6:40	7:40	8:40	9:40	10:40	11:40	12:40	1:40	2:40	3:40	4:40	6:40	7:40
Light Rail	6:00	7:00	8:00	9:00	10:00	11:00	12:00	1:00	2:00	3:00	4:00	5:00	7:00	8:00

Light Rail to Auburn														
(First bus holds for 6:10 LRT arrival)														
	A.M.						P.M.						*Drop off on Taylor Rd. by request (Sat. only)	
Light Rail	6:10	7:10	8:10	9:10	10:10	11:10	12:10	1:10	2:10	3:10	4:10	5:10	7:10	8:10
Louis Ln & Orlando	6:15	7:15	8:15	9:15	10:15	11:15	12:15	1:15	2:15	3:15	4:15	5:15	7:15	8:15
Galleria	6:30	7:30	8:30	9:30	10:30	11:30	12:30	1:30	2:30	3:30	4:30	5:30	7:30	8:30
Sierra College	6:40	7:40	8:40	9:40	10:40	11:40	12:40	1:40	2:40	3:40	4:40	5:40	7:40	8:40
Auburn Station/Nevada St	7:00	8:00	9:00	10:00	11:00	12:00	1:00	2:00	3:00	4:00	5:00	6:00	8:00	9:00

## Agreement Regarding Transit Service to the City of LINCOLN

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## Exhibit E Commuter Bus Service

Operates Monday through Friday only

Does not operate on New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, President's Day,  
Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,  
Thanksgiving and Day After, and Christmas Day

### Placer Commuter Express Bus Schedule

	Morning Departures - AM				Evening Departures - PM				
	Bus 1	Bus 2	Bus 3	Bus 4	Bus 1	Bus 2	Bus 3	Bus 4	
Colfax Depot - Main St	5:20	5:40	6:18	****	J St. & 4th St.	4:17	4:22	4:32	5:15
Clipper Gap Park 'n' Ride	5:32	5:52	6:30	****	J St. & 8th St.	4:19	4:24	4:34	5:17
Auburn Station - Nevada St	5:43	6:03	****	6:37	J St. & 11 St.	4:21	4:26	4:36	5:19
Penryn Park 'n' Ride	5:55	6:15	6:45	****	15th St. & K St.	4:24	4:29	4:39	5:22
Loomis Station - Taylor/Horseshoe Bar	5:59	6:19	****	6:53	15th St. & N St.	4:25	4:30	4:40	5:23
Rocklin Station - Pacific St/Rocklin Rd	6:06	6:26	****	7:00	P St. & 13th St.	4:27	4:32	4:42	5:25
Roseville - Taylor Rd Park 'n' Ride next to Sunsplash	6:15	6:35	7:00	****	P St. & 9th St.	4:30	4:35	4:45	5:28
**** Buses 3 and 4 depart from select bus stops only.					P St. & 5th St.	4:32	4:37	4:47	5:30

	Morning Arrivals - AM				Evening Arrivals - PM				
	Bus 1	Bus 2	Bus 3	Bus 4	Bus 1	Bus 2	Bus 3	Bus 4	
J St. & 4th St.	6:50	7:10	7:40	7:40	Roseville - Taylor Rd Park 'n' Ride next to Sunsplash	5:12	****	5:27	6:10
J St. & 8th St.	6:51	7:11	7:41	7:41	Rocklin Station - Pacific St/Rocklin Rd	****	5:17	5:35	6:18
J St. & 11 St.	6:52	7:12	7:42	7:42	Loomis Station - Taylor/Horseshoe Bar	****	5:24	5:42	6:25
15th St. & K St.	6:55	7:15	7:45	7:45	Penryn Park 'n' Ride	5:24	****	5:49	6:32
15th St. & N St.	6:56	7:16	7:46	7:46	Auburn Station - Nevada St	****	5:40	6:00	6:43
P St. & 13th St.	6:57	7:17	7:47	7:47	Clipper Gap Park 'n' Ride	5:39	****	6:12	6:55
P St. & 9th St.	6:58	7:18	7:48	7:48	Colfax Depot - Main St	5:51	****	6:24	7:07
P St. & 5th St.	7:00	7:20	7:50	7:50	**** Buses 1 and 2 return to select bus stops only.				

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**Exhibit F**  
**Calculation of Local Route Service Charges**

COUNTY charges to LINCOLN for **Local Route Service** shall be based on the following cost model:

Fiscal Year 2014/15

PCT Unit Costs

Cost per Vehicle Revenue Hour	\$61.57
+ Cost per Vehicle Revenue Mile	\$ 1.27
+ Fixed Cost per Vehicle Revenue Hour	\$29.52
- Fare Revenue Collected	Based on Actual Counts

Anticipated Service Level

Vehicle Revenue Hours	5,479
Vehicle Revenue Miles	56,461

Calculation of Annual Costs

5,479 Vehicle Revenue Hours x \$61.57 =	\$ 337,329
+ 56,461 Vehicle Revenue Miles x \$1.27 =	\$ 71,536
+ 5,479 Vehicle Revenue Hours x \$\$29.52 =	<u>\$ 161,719</u>
Total Annual Cost =	<b>\$ 570,584</b>

Fare Revenue Collected Based on Actual Counts

**Total Annual Charge = \$ 570,584 – Fare Revenue = \$ \_\_\_\_\_**

Amount Credited for LINCOLN Bus Driver Shift Hours per Section I.B.2

Budgeted PCT Shift Hours FY 14/15	36,500
Budgeted PCT Driver Salaries & Benefits	\$1,412,749
Budgeted PCT Cost of Employee Benefit System	\$ 94,800
Cost per Driver Shift Hour to be Credited to LINCOLN	\$41.30

**Note: Service Quantities are from FY 13/14 final report**

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**Exhibit F (Continued)**

COUNTY charges to LINCOLN for **Dial-A-Ride Service** shall be based on the following cost model:

Fiscal Year 2014/15

PCT Unit Costs

Cost per Vehicle Revenue Hour (1)	\$ 69.70
+ Cost per Vehicle Revenue Mile (2)	\$ .07
+ Fixed Cost per Vehicle Revenue Hour (2)	\$ 9.14
- Fare Revenue Collected	Based on Actual Counts

Anticipated Service Level (3)

Vehicle Revenue Hours	3,085
Vehicle Revenue Miles	30,222

Calculation of Annual Costs

3,085 Vehicle Revenue Hours x \$69.70 =	\$ 214,993
+ 30,222 Vehicle Revenue Miles x \$.07 =	\$ 2,083
+ 3,085 Vehicle Revenue Hours x \$ 9.14 =	<u>\$ 28,191</u>
Total Annual Cost =	<u>\$ 245,267</u>

Fare Revenue Collected Based on Actual Counts

**Total Annual Charge = \$245,267 – Fare Revenue = \$\_\_\_\_\_**

Note: 1) Contractor Charges

2) Placer County Charges

3) Anticipated Service Level Quantities are from FY 13/14 Lincoln final report

**Agreement Regarding Transit Service to the City of LINCOLN**  
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**Exhibit F (Continued)**

COUNTY charges to LINCOLN for **Intercity Route Service** shall be based on the following cost model:

Fiscal Year 2014/15

**Weekday Runs to Library on Colonnade**

Casino to Library – Miles per Round Trip = 4 miles

Number of weekdays for period = 252

Number of round trips per weekday = 11

TOTAL round trips for period =  $(11 \times 252) = 2,772$

TOTAL miles for period =  $(2,772 \times 4) = 11,088$

Casino to Library - Round Trip Minutes = 7.6minutes

TOTAL vehicle services hours for period =  $(7.6 \times 2,772)/60 = 351.12$

Charge per VSH = \$90.60

**Hourly Charge =  $(\$90.60 \times 351.12) = \$33,916.72 = \$33,917$**

**Saturday Runs from Casino to 3<sup>rd</sup>/F**

Casino to Lincoln (3<sup>rd</sup>/F) Round Trip Miles = 8.4

Number of Saturdays for period = 52

Number of round trips per Saturday = 10

TOTAL round trips for period =  $(52 \times 10) = 520$

TOTAL miles for period =  $(520 \times 8.4) = 4,368$

Casino to Lincoln (3<sup>rd</sup>/F) Minutes per Round Trip = 22

TOTAL vehicle services hours for period =  $(22 \times 520)/60 = 190.67$

Charge per VSH = \$ 90.60

**Hourly Charge =  $(90.60 \times 190.67) = \$, 17,274.70 = \$17,275$**

**AM and PM Weekday Runs from Casino to 3<sup>rd</sup>/F**

Casino to Lincoln (3<sup>rd</sup>/F) Round Trip Miles = 8.4

Number of Weekdays for period = 252

Number of round trips per weekday = 3

TOTAL round trips for period =  $(252 \times 3) = 756$

TOTAL miles for period =  $(756 \times 8.4) = 6,350.4$

Casino to Lincoln (3<sup>rd</sup>/F) Minutes per Round Trip = 22

TOTAL vehicle services hours for period =  $(22 \times 756)/60 = 277.2$

Charge per VSH = \$ 90.60

**Hourly Charge =  $(\$90.60 \times 277.2) = \$25,114.32 = \$25,114$**

**TOTAL LOCAL SERVICE CHARGE =  $\$33,917 + \$17,275 + \$25,114 = \$76,306$**

**Agreement Regarding Transit Service to the City of LINCOLN**  
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**Exhibit F (Continued)**

COUNTY charges to LINCOLN for **Regional Fixed Route Service** shall be based on the following cost model:

## Fiscal Year 2014/15

Fuel cost per service mile =	\$.35
<u>Maintenance cost per service mile =</u>	<u>\$.56</u>
Mileage cost per unit =	\$.91
Total cost per vsh =	\$ 102.00
<u>Estimated fare per vsh =</u>	<u>- \$14.14</u>
= Charge per vsh	\$87.86

Total Placer County west slope population = 320,474  
 Percentage of population in Lincoln = 43,572 / 344,730 = 12.64%  
 Miles per run added for extension to Light Rail = 15.17  
 Number of runs per weekday = 15  
 Number of runs per Saturday = 10  
 Vehicle Service Hours added per weekday = 2  
 Vehicle Service Hours added per Saturday = 2  
 Number of weekdays in service per year = 252  
 Number of Saturdays in service per year = 52  
 Total Number of runs on route per year = (15 x 252) + (10 x 52) = 4,300  
 Total miles added on route for extension to Light Rail = 4,300 x 15.17 = 65,231  
 Total Number of Service Hours added per year = (2 x 252) + (2 x 52) = 608  
 Mileage extension allocated to Lincoln = 65,231 x 12.64% = 8245.20  
 Added service hours allocated to Lincoln = 608 x 12.64% = 76.85  
 Mileage cost = \$.91 X 8,245.20 = \$7,503.13  
 Hourly cost = \$87.86 X 76.85 = \$6,752.04

**TOTAL REGIONAL FIXED ROUTE SERVICE CHARGE = \$7503.13 + \$6,752.04 = \$14,255.17 = \$ 14,255.**

COUNTY charges to LINCOLN for **Commuter Bus Service** shall be based on the following cost model:

## Fiscal Year 2014/15

Commuter Bus Contract and PCT Costs for FY 2014/15 = \$551,279  
 Revenue from Fares = (\$427,000)  
 Net Program Cost = \$124,279  
 According to Jan. 2013 on-board survey, 8.7% of respondents reported they live in Lincoln. Average of this percentage over the last three years is 8.7% (average 7.7, 11.5%, 7.0%).

**COMMUTER BUS SERVICE TOTAL = \$124 X 8.7% = \$10,812 = \$10,812**

**Agreement Regarding Transit Service to the City of LINCOLN**  
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**Exhibit F (Continued)**  
**Ongoing Capital Costs**

<b>Table 1: Calculation of Bus Replacement - Current PCT Fleet For Intercity and Regional Fixed Route Services</b>								
Bus Type	Fiscal Year of Order	Unit Price	Quantity	Total Cost	Regional Grant Funding Offset	Net Cost	% grant	
Fixed Rt PCT Replacement	14/15	\$ 525,000	6	\$ 3,150,000	\$ 2,573,343	\$ 576,657	82%	
Fixed Rt PCT Replacement	15/16	\$ 546,000	5	\$ 2,730,000	\$ 732,000	\$ 1,998,000	27%	
Total			11	\$ 5,880,000	\$ 3,305,343	\$ 2,574,657	56%	
Regional Grant Funds Offset for fixed route buses								
CMAQ (FTA CA-95-X030)		\$ 500,000						
CMAQ (FTA CA-95-X193)		\$ 2,073,343						
CMAQ (FTA CA-95-X889)		\$ 732,000						
TOTAL		\$ 3,305,343						
<u>Federal Transit Admin. Useful Miles</u>		Fixed Route						
Lifetime Miles per Bus		500,000						
Useful Lifetime Years per Bus		12						
<b>Table 2: Calculation of Intercity and Regional Fixed Route Fleet Charges - Lincoln</b>								
<u>Miles per Agreement</u>								
Regional Fixed Route	21,806							
Intercity Fixed Route	8,245							
Total	30,051							
Average Annual Charge for Bus Replacement	\$ 14,195							
Over 12 year Useful Life	\$ 184,538							
<b>Amount Contributed Up Front by City</b>	\$ -							
Resulting Average Annual Charge	\$ 14,195							
Reduction in Average Annual Charge	\$ -							
Years all buses in service	13							
<u>Fiscal Year Ending :</u>	<u>Net Asset Cost</u>	<u>Buses</u>	<u>Cost per mile</u>	<u>Miles</u>	<u>Annual Charge</u>			
2015	\$ -	0	\$ -	-	30051	\$ -		
2016	\$ 576,657	6	\$ 0.19	0.19	30051	\$ 5,776		
2017	\$ 2,574,657	11	\$ 0.47	0.47	30051	\$ 14,068		
2018	\$ 2,574,657	11	\$ 0.47	0.47	30051	\$ 14,068		
2019	\$ 2,574,657	11	\$ 0.47	0.47	30051	\$ 14,068		
2020	\$ 2,574,657	11	\$ 0.47	0.47	30051	\$ 14,068		
2021	\$ 2,574,657	11	\$ 0.47	0.47	30051	\$ 14,068		
2022	\$ 2,574,657	11	\$ 0.47	0.47	30051	\$ 14,068		
2023	\$ 2,574,657	11	\$ 0.47	0.47	30051	\$ 14,068		
2024	\$ 2,574,657	11	\$ 0.47	0.47	30051	\$ 14,068		
2025	\$ 2,574,657	11	\$ 0.47	0.47	30051	\$ 14,068		
2026	\$ 2,574,657	11	\$ 0.47	0.47	30051	\$ 14,068		
2027	\$ 2,574,657	11	\$ 0.47	0.47	30051	\$ 14,068		
2028	\$ 1,998,000	5	\$ 0.80	0.80	30051	\$ 24,017		
						\$ 184,538		

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**GRAND TOTAL Fiscal Year 2015 Operating Charges**

<b>A. Local Fixed Route:</b>	<b>\$570,584 minus fare revenue</b>
<b>B. Dial-A Ride:</b>	<b>\$245,267 minus fare revenue</b>
<b>C. Intercity Route:</b>	<b>\$ 76,306</b>
<b>D. Regional Fixed Route:</b>	<b>\$ 14,255</b>
<b>E. Commuter Route:</b>	<b>\$ 10,812</b>
<b>F. Capital Costs:</b>	<b>\$ 0</b>
<b>TOTAL</b>	<b>\$917,224 minus local fare revenue</b>

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**Exhibit G**  
**List of Buses Provided by City of Lincoln**

Lincoln Transit Vehicle Information as of 01/26/15

Vehicle#	VIN#	Year	Make/Model	Vehicle Length	Seat Capacity	Fuel Type	Odometer 01/26/15
11	1BAGJBKAP4F222100	2004	Blue Bird/Caterpillar	35	37	Diesel	164,443
12	1BAGHBXA43F213644	2002	Blue Bird/Cummins	35	37	Diesel	270,092
14	1TZKU2B22Y1079266	1999	Thomas/Caterpillar	40	39	Diesel	165,904
16	1FDXE4515HA09811	2005	El Dorado/Ford	25	18	Diesel	92,023
17	1BAGJBKA85F229473	2005	Blue Bird/Caterpillar	35	37	Diesel	157,841
18	1FDXE45547DB21081	2007	Glaval/Ford	25	18	Gasoline	143,746
19	1FDXE45S07DB21076	2007	Glaval/Ford	25	18	Gasoline	132,669
20	1D4GP24R66B598643	2005	Caravan/Dodge	17	7	Gasoline	59,985

