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DEPARTMENT OF
PUBLIC WORKS

CITY OF SACRAMENTO
CALIFORNIA

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SACRAMENTO, CA
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MAINTENANCE SERVICES
DIVISION

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March 6, 2002

City Council
Sacramento, California

AG 2002-050

Honorable Members in Session:

**SUBJECT: APPROVAL OF AN AGREEMENT WITH THE SACRAMENTO REGIONAL
TRANSIT DISTRICT FOR BUS STOP MAINTENANCE AND REPAIR WITHIN
THE CITY OF SACRAMENTO**

LOCATION AND COUNCIL DISTRICT: All Districts

RECOMMENDATION:

This report recommends that the City Council adopt the attached Resolution authorizing the City Manger to execute the agreement entitled "Bus Stop Installation and Maintenance Agreement" between the City of Sacramento and the Sacramento Regional Transit District.

CONTACT PERSON: Jerry Way, Street Manager, 433-6381

FOR COUNCIL MEETING OF: March 26, 2002

SUMMARY:

The Maintenance Services Division of the Department of Public Works has historically worked under an oral agreement with the Sacramento Regional Transit District (RT) for the maintenance and repair of bus stops within the City of Sacramento. Recent differing opinions between the agencies brought forward a mutual recognition of the need for a written agreement.

This report recommends that the City Council adopt the attached Resolution to authorize the execution of a contract entitled "Bus Stop Installation and Maintenance Agreement" between the City of Sacramento and the Regional Transit District for the maintenance and repair of bus stops. This agreement was approved by the RT Board on February 25, 2002.

COMMITTEE/COMMISSION ACTION:

None.

BACKGROUND INFORMATION:

The installation of bus stop poles and the maintenance and repair of curb, gutter and sidewalk damage adjacent to RT bus stops has been performed for over 20 years as part of an informal arrangement between the City of Sacramento's Public Works Department and Regional Transit (RT).

RT and City staff have mutually agreed to memorialize the established practices and affirm new procedures as part of the formalized agreement. The RT board formally approved this agreement on February 25, 2002. Following is a brief overview of the elements of the proposed Bus Stop Maintenance Agreement.

BUS STOP IMPROVEMENTS AND MAINTENANCE

- ◆ City will install and maintain bus stop poles, no parking signs, and curb and street markings (time and material costs).
- ◆ RT will pay 100% for bus stop pole installation and curb and street markings. RT will share time and material cost of no parking signs (50%) for new installations associated with bus stop placement.
- ◆ City will be responsible for maintenance costs of City poles, signs and curb and street markings.
- ◆ Construction of concrete pads for passenger waiting area and bus loading areas will be shared equally (50%), except where the City is performing street maintenance or reconstruction projects, or the pad is installed as part of a new development (City or developer pays 100%).
- ◆ City will remove pole and no parking sign if needed due to abandonment of transit service at a stop.
- ◆ RT will be responsible for installation of RT bus stop sign and Braille plates at bus stop.

CURB GUTTER AND SIDEWALK REPAIR

- ◆ RT and City staff will identify bus stop locations requiring permanent curb, gutter and/or sidewalk repairs.
- ◆ RT and City will share costs (50%) of curb, gutter and sidewalk repair.
- ◆ RT's contribution for repair costs is limited to damage adjacent to bus stops. The City will delineate the extent of work at RT's bus stop and the work within the area adjacent to RT's bus stop.
- ◆ RT authorization is required prior to commencing work that RT is responsible to pay a portion of the costs. City will provide estimated costs of repairs to RT at least 15 days prior to start of work.
- ◆ City will undertake repairs after notification and authorization from RT as soon as practicable. RT is not responsible for temporary repairs.
- ◆ City will bear 100% costs of subsequent curb, gutter and/or sidewalk repairs at bus stops after RT has paid its share of permanent repairs at that stop.

ADA COMPLIANCE

- ◆ The City will cover 100% of the costs of curb cuts required for bus stop access on City streets.

FINANCIAL CONSIDERATIONS:

The Maintenance Services Division will continue to pay its share of the bus stop maintenance as a part of the existing annual Street Maintenance Operating budget. No additional funds are being requested.

ENVIRONMENTAL CONSIDERATIONS:

Pursuant to Section 15378 (b) (3), the subject of this report is not a project under the California Environmental Quality Act and a review is not required.

POLICY CONSIDERATIONS:

This agreement is consistent with past practice of the City in working with other governmental agencies to provide services for the benefit of the community. One example is the Sacramento Light Rail System Operations Agreement of April 3, 1985 which set forth the rights, duties, and obligations of RT and the City arising out of the installation, maintenance, and operation of the Light Rail System.

ESBD CONSIDERATIONS:

None. This agreement does not involve the purchase of goods or services.


Respectfully submitted,


Jerry Way
Street Manager

Approved:


Gene Moore
Maintenance Services Manager

RECOMMENDATION APPROVED:


ROBERT P. THOMAS
City Manager
ATTACHMENT

Approved:


Michael Kashiwagi
Director of Public Works



RESOLUTION NO. 2002-154

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

RESOLUTION AUTHORIZING EXECUTION OF THE BUS STOP INSTALLATION AND MAINTENANCE AGREEMENT WITH THE SACRAMENTO REGIONAL TRANSIT DISTRICT

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO THAT:

The City Manager is hereby authorized to execute the Bus Stop Installation and Maintenance Agreement between the City of Sacramento and the Sacramento Regional Transit District determining the allocation of responsibilities for bus stop improvements, maintenance and repair.

MAYOR

ATTEST:

CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO: _____

DATE ADOPTED: _____