

RESOLUTION NO. 2004-48

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AN AMENDMENT
TO THE INTERIM AGREEMENT WITH SACRAMENTO REGIONAL TRANSIT
DISTRICT TO OPERATE THE CITY'S PUBLIC TRANSIT SERVICES**

WHEREAS, transit services in the City of Elk Grove are currently provided by Sacramento Regional Transit District (RT) under the provisions of an interim agreement executed on October 16, 2001 and expiring on June, 30, 2004; and

WHEREAS, the City of Elk Grove has solicited contract operators with the intention to award a contract to operate City transit services following expiration of the RT agreement; and

WHEREAS, the City requires the consent of RT for continued operation of commuter transit services that extend outside of the City's jurisdictional boundaries; and

WHEREAS, the City intends to develop a short-range transit plan in preparation for potential changes to transit service routes and schedules and to ensure that City residents receive services that meet their needs; and

WHEREAS, preparation for completion of the short-range transit plan and contract operation of transit services will require additional time beyond June 30, 2004.

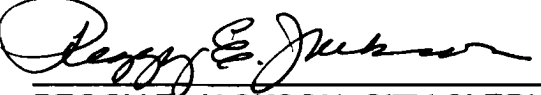
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby approves the First Amendment to the Interim Agreement for Elk Grove Bus Service.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 17th day of March 2004.




SOPHIA SCHERMAN, MAYOR of the
CITY OF ELK GROVE

ATTEST:



PEGGY E. JACKSON, CITY CLERK

APPROVED AS TO FORM:



ANTHONY B. MANZANETTI,
CITY ATTORNEY

**FIRST AMENDMENT TO INTERIM AGREEMENT
FOR ELK GROVE BUS SERVICE**

THIS FIRST AMENDMENT to the Principal Agreement made and entered into on October 16, 2001, between **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation, therein referred to as "RT," and **CITY OF ELK GROVE**, a municipal corporation, therein referred to as "CITY," is made and entered into on _____, 2004.

RECITALS

WHEREAS, RT and CITY entered into the Principal Agreement to provide bus service on an interim basis; and

WHEREAS, the term of the Principal Agreement will expire on June 30, 2004; and

WHEREAS, RT and CITY desire to extend the term of the Principal Agreement through January 1, 2005, and to make other revisions to the Agreement.

WITNESS

NOW, THEREFORE, RT AND CITY DO AGREE AS FOLLOWS:

Section 1: Term

Article 1 of the Principal Agreement is hereby amended to read in its entirety as follows:

"This Agreement will be effective as of July 1, 2001 and will extend through January 1, 2005, unless sooner terminated as set forth in Articles 11 or 12; however, the provisions of this Agreement relating to obligations of either party that are capable of being performed, in whole or part, after the termination of this Agreement, shall survive any termination of this Agreement. The term of this Agreement may be extended by written agreement of the parties."

Section 2: CITY'S 2003-04 Administrative Fee

RT will pay an administrative fee to CITY in the amount of \$40,000. RT will make this payment to CITY by including a credit in the amount of \$40,000 on the last invoice RT issues to CITY under this Agreement during fiscal year 2004.

Section 3: City's Payment For Bus Service

Effective July 1, 2004, paragraph A of Article 5 of the Principal Agreement is hereby amended to read in its entirety as follows:

"Quarterly, CITY shall pay RT one-fourth (1/4) of the following amount for CITY's Bus Service: CITY's fiscal year '05 TDA revenues less \$210,000."

Section 4: Service Transition

- A. The parties recognize and agree that on January 2, 2005, CITY will assume legal, operational and financial responsibility for transit services controlled by CITY that are operated within CITY's jurisdictional boundaries. Public transit services that are under CITY's control may be operated within RT's activated boundaries with RT's consent in writing.
- B. RT hereby consents to CITY transit services described in Exhibit A provided that:
 - 1) City will maintain representation on the RT board as provided in an amendment to RT's enabling legislation provided that the amendment does not change the rights of City under this Agreement. City's first appointment will be made within 90 days after the effective date of the amendment to RT's enabling act authorizing the appointment.
 - 2) City will reimburse RT, based upon a methodology to be approved by RT, all of RT's member agencies, and the City of Folsom, Citrus Heights, and Elk Grove, for RT's cost beginning January 2, 2005, to provide regional transit services within RT's activated boundaries. (Note: RT's activated boundaries currently include most of Sacramento County's urban area but could expand or contract over time).
- C. City recognizes RT as the party responsible for the planning, development, design, and implementation of all transit services within RT's activated boundaries except for bus service provided by City within City's boundaries and as described in Exhibit A, including any approved changes to Exhibit A.
- D. RT recognizes City as the party responsible for the planning, development, design, and implementation of all bus service operated within City's boundaries and the bus service described in Exhibit A. The bus service described in the Exhibit A is subject to change upon agreement of the parties. Exhibit A, and any approved amendments to Exhibit A, are incorporated herein by this reference.

- E. City will not claim an apportionment under Section 99231(f)(1) of the California Public Utilities Code, or any successor section thereto, with respect to any transit services operated within RT's activated boundaries.
- F. RT will not claim an apportionment under Section 99231(f)(1) of the California Public Utilities Code, or any successor section thereto, with respect to any transit services operated within CITY's boundaries.
- G. City will consider a proposal from RT to be a contract provider for all or a portion of the Elk Grove service.
- H. Transfers between CITY bus service and other RT bus and rail services will continue to be offered to the customer. The parties will negotiate a transfer agreement to be mutually agreed upon no later than June 30, 2004. Such agreement will take effect on January 2, 2005.

Section 5: EFFECT

The effect of this First Amendment to the Principal Agreement is to extend the term, revise the amount of CITY's payment for CITY's Service, revise the amount of RT's payment for CITY's administrative fee, to conditionally consent to CITY transit services along routes located within RT's boundaries and to add a survival provision. The obligations and consent provided in Section 4, above, shall survive the termination or cancellation of this Agreement.

Section 6: AMBIGUITIES

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

Section 7: INTEGRATION

To the extent not inconsistent herewith, all other terms and provisions of the Principal Agreement will remain the same and in full force and effect.

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IN WITNESS WHEREOF, the parties have entered into this First Amendment to the Principal Agreement on the day and year set out in the last line of the first paragraph hereinabove appearing.

CITY OF ELK GROVE

**SACRAMENTO REGIONAL
TRANSIT DISTRICT**

By: _____
SOPHIA SCHERMAN, Mayor

By: _____
DAVE JONES, Chairperson

By: _____
JOHN DANIELSON
City Manager

By: _____
BEVERLY A. SCOTT
General Manager/CEO

Approved as to Content:

Approved as to Content:

By: _____
CHRISTIAN T. KENT
Transit Manager

By: _____
MICHAEL R. WILEY
AGM, Planning & TSD

Approved as to Form:

Approved as to Form:

By: _____
ANTHONY B. MANZANETTI
City Attorney

By: _____
MARK GILBERT
RT Attorney

CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2004-48

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO)
CITY OF ELK GROVE) ss

I, Peggy E. Jackson, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on the 17th day of March 2004 by the following vote:


AYES 5: COUNCILMEMBERS: Scherman, Soares, Briggs, Cooper, Leary

NOES 0: COUNCILMEMBERS:

ABSTAIN 0: COUNCILMEMBERS:

ABSENT 0: COUNCILMEMBERS:





Peggy E. Jackson, City Clerk
City of Elk Grove, California