

RESOLUTION NO. 2015-249

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT
TO THE SERVICE AGREEMENT WITH SACRAMENTO REGIONAL TRANSIT
DISTRICT**

WHEREAS, the City of Elk Grove (City) and Sacramento Regional Transit District (RT) have had a service agreement since December 2004; and

WHEREAS, the current Service Agreement was executed with RT on January 6, 2015 (C-14-602) ("Agreement"); and

WHEREAS, the First Amendment was executed on October 8, 2015; and

WHEREAS, the City and RT have worked collaboratively to foster unity on the delivery of transit services for Elk Grove and the region; and

WHEREAS, the City and RT have agreed on a revised proportionate share payment for the remaining term of the Agreement as detailed below:

- 1) For Fiscal Year 2015/16, July 1, 2015 through June 30, 2016 the City shall pay RT an amount not to exceed \$350,000.
- 2) For Fiscal Year 2016/17, July 1, 2016 through June 30, 2017, the City will pay RT an amount not to exceed \$350,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove authorizes the City Manager to execute the Second Amendment to the Service Agreement with Sacramento Regional Transit District which substantially complies with the form of the Second Amendment attached as Exhibit A and as approved by the City Attorney and City Manager.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 9th day of December 2015.



GARY DAVIS, MAYOR of the
CITY OF ELK GROVE

ATTEST:



JASON LINDGREN, CITY CLERK

APPROVED AS TO FORM:



JONATHAN P. HOBBS,
CITY ATTORNEY

EXHIBIT A



SECOND AMENDMENT TO SERVICE AGREEMENT

THIS SECOND AMENDMENT TO SERVICE AGREEMENT ("Second Amendment") is made and entered into between City of Elk Grove, a California municipal corporation ("City") and Sacramento Regional Transit District, a public corporation ("RT"), and hereby amends the agreement entered into between the parties on January 6, 2015 as contract number C-14-602 ("Contract") and the First Amendment entered into between the parties on September 15, 2015 as contract number C-15-481 ("First Amendment").

1. It is the intent of the City and RT to continue to be bound by all terms and conditions of the Agreement and First Amendment, all of which are expressly incorporated into this Second Amendment by this reference, except as expressly changed by this Second Amendment.
2. Section 3, Compensation, of the Contract is hereby deleted and replaced in its entirety with the provision below:

CITY must pay RT the amount described in Exhibit A, for all work and services to be provided by RT under this Agreement, and to compensate RT for any obligation CITY has under the California Public Utilities Code. Invoices will be based on methodology described in Exhibit A. Any amount owed must be paid to RT within 30 days of CITY's receipt of RT's undisputed invoice(s), containing documentation supporting RT's invoiced charges to CITY's satisfaction. If a conflict exists between this provision and any other provision contained in this Agreement, the terms of this provision will control.

3. City and RT agree to replace Exhibit A, Proportionate Share Methodology, of the Contract in its entirety with the Exhibit A, Proportionate Share methodology, attached hereto and incorporated herein by reference.

City of Elk Grove

Sacramento Regional Transit District

Re: Second Amendment to Service Agreement



4. ~~_____~~ The person or persons executing this Second Amendment on behalf of the city and RT warrant and represent that they have the authority to execute this Second Amendment on behalf of their agency and further warrant and represent that they have the authority to bind their agency to the performance of its obligations hereunder.

5. The Contract, First Amendment, this Second Amendment and any attachments hereto constitute the entire agreement between City and RT concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

AGREED to this _____ day of _____, 2015, by the parties as follows.

Approved as to form:

CITY OF ELK GROVE

By: _____
LAURA S. GILL, City Manager

**SACRAMENTO REGIONAL
TRANSIT DISTRICT**

By: _____
JAY SCHENIRER, Chair

Approved as to form:

By: _____
JONATHAN P. HOBBS, City Attorney

By: _____
MICHAEL R. WILEY
General Manager/CEO

Attest:

By: _____
JASON LINDGREN, City Clerk

Approved as to Content:

By: _____
ROSEMARY COVINGTON
AGM of Planning and Transit
System Development

Approved as to form:

By: _____
RT Attorney



EXHIBIT A
(AMENDED) PROPORTIONATE SHARE METHODOLOGY

For each Fiscal Year during the term of the Contract, as amended, CITY's proportionate share shall be determined in accordance with the following formula:

1. For the first six month of the Agreement (January 2015 through June 2015). CITY shall pay RT an amount not to exceed \$179,316 for the proportionate share payment. This payment has been made by City to RT in accordance with the terms of the Contract.
2. For Fiscal Year 2015/16, July 1, 2015 through June 30, 2016 the City shall pay RT an amount not to exceed \$350,000.
3. For Fiscal Year 2016/17, July 1, 2016 through June 30, 2017, the City will pay RT an amount not to exceed \$350,000.

The rates set forth herein are all inclusive and include compensation to RT for all work performed and services provided under this Contract, as amended.

In addition, CITY and RT shall work collaboratively, as further described in Attachment 1 to this Exhibit, to study the feasibility of the City purchasing Compressed Natural Gas (CNG) from RT.

RT agrees and understands that renewal of this Contract in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII B of the California Constitution and that the City Council may determine not to fund this Agreement in subsequent years.

City of Elk Grove
Sacramento Regional Transit District
Re: Second Amendment to Service Agreement



EXHIBIT A, ATTACHMENT 1

**CITY OF ELK GROVE AND SACRAMENTO REGIONAL TRANSIT DISTRICT
COLLABORATION AGREEMENT**



C-15-390

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**Collaboration Agreement
City of Elk Grove (COEG) and Sacramento Regional Transit District (SRTD)**

The Elk Grove City Council and the Sacramento Regional Transit District Board of Directors recognize the common interests of both organizations to cooperatively pursue policies and activities that enhance and expand the safe and efficient movement of people via public transit services. In the spirit of cooperation, the respective policy bodies voluntarily agree to the following objectives:

- Communicating openly and frequently both at the staff and policy board levels.
- Collaborating jointly on services and projects of common interest.
- Leveraging respective capabilities and resources to benefit e-tran and RT riders, residents, and the greater Sacramento community.
- Improving the mobility and public transit services and options for Elk Grove and Sacramento County residents, workers and visitors.
- Reducing motor vehicle-related air pollution through the development and implementation of quality bus, rail and other public transit services and related access infrastructure.
- Partnering for the successful opening and on-going operation of the Blue Line to CRC light rail extension via marketing, the provision of reliable and safe feeder services and transit facilities.
- Planning for, and adopting, policies and land uses that support mutually beneficial public transit infrastructure investments.

Specific collaborative and cooperative activities will include, but are not limited to:


1. Communicate openly and regularly on issues of public transportation.
2. At least quarterly meetings of the City Manager and RT General Manager, or their designees.
3. Share information and tools such as ridership numbers, demographics, cost and revenue figures, and opportunities for shared efficiencies.
4. Involve and solicit each other's input on key documents such as General Plan Updates, Short and Long Range Transit Plans, Operational Diagnosis, and routing decisions that affect shared current and potential riders.
5. Exchange respective policy and position information on regulatory and legislative issues of common interest and that support common goals.
6. When necessary, coordinate current and future sphere of influence and/or annexation proceedings.
7. Work as partners with regional bodies including SACOG, and where applicable with the State of California, the Federal Transportation Authority, and other stakeholders.



The City of Elk Grove and Sacramento Regional Transit District agree to the above objectives and activities. This document is a Collaboration Agreement with the intentions expressed in good faith and in expectation of obligations being met. This agreement may be modified or annulled by written notification by either party.


CITY OF ELK GROVE

**SACRAMENTO REGIONAL
TRANSIT DISTRICT**

By: 
GARY DAVIS
Mayor

By: 
JAY SCHENIRER, Chair

By: 
LAURA S. GILL
City Manager


By: 
MICHAEL R. WILEY
General Manager/CEO

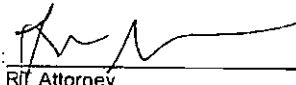
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Date: September 21, 2015

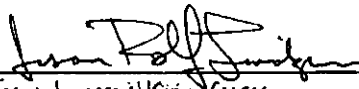
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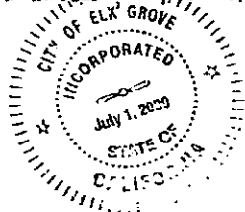
Approved as to Form

By: 
Jonathan P. Hobbs, City Attorney

By: 
Attorney

ATTEST:

By: 
Jason Kinger, City Clerk



CERTIFICATION
ELK GROVE CITY COUNCIL. RESOLUTION NO. 2015-249

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

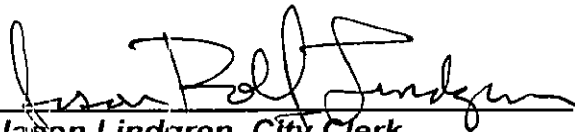
I, Jason Lindgren, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on December 9, 2015 by the following vote:

AYES : **COUNCILMEMBERS:** *Davis, Ly, Detrick, Hume, Suen*

NOES: **COUNCILMEMBERS:** *None*

ABSTAIN : **COUNCILMEMBERS:** *None*

ABSENT: **COUNCILMEMBERS:** *None*



Jason Lindgren, City Clerk
City of Elk Grove, California