

AGENDA ITEM 6 B  
Action Item

**MEMORANDUM**

**DATE:** June 5, 2008

**TO:** El Dorado County Transit Authority

**FROM:** Mindy Jackson, Executive Director

**SUBJECT:** Amendment to the current Transfer agreement between the El Dorado County Transit Authority and Sacramento Regional Transit District.

**REQUESTED ACTION:**  
**BY MOTION,**

1. Approve Third Amendment to the Transfer Agreement between the El Dorado County Transit Authority and Sacramento Regional Transit (RT), and
2. Authorize the Executive Director to sign all documentation necessary to execute the Third Amendment

**BACKGROUND**

The El Dorado County Transit Authority (El Dorado Transit) adopted a transfer agreement with Sacramento Regional Transit (RT) that allows El Dorado Transit to operate service in Sacramento County and the City of Sacramento and provides opportunities to facilitate the coordinated transfer of passengers. The transfer agreement provides the opportunity for El Dorado Transit to sell, issue and accept RT transfers and monthly passes; a methodology for revenue sharing in conjunction with acceptance and issuance of transfers; a college student access program and reciprocal employee transportation at no charge to agency employees.

Negotiations for the initial agreement included consensus by both agencies to support public transit by allowing employees to ride at no charge on both systems. Six (6) regional transit operators including El Dorado Transit offer trips to RT employees for no charge: Amador Regional Transit Systems; E-tran (Elk Grove); Folsom Stage; Placer County Transit; and Yolobus. Regional operators that *do not* offer the RT employee discount include: Capital Corridor; Fairfield/Suisun Transit; Roseville Transit; San Joaquin Regional Transit District; South County Transit and Yuba-Sutter Transit.

During the eighteen (18) month period July 2006 through December 2007 El Dorado Transit staff rode the RT system four (4) times. El Dorado Transit provided 1,812 trips with a value in terms of potential fare revenue of \$7,231.50 for RT employee worksite transportation during this same eighteen (18) month period.

### **DISCUSSION**

Due to the inequality of this reciprocal agreement and the loss of fare revenue, El Dorado Transit and Sacramento Regional Transit (RT) staff drafted the third amendment to the transfer agreement. This third agreement was reviewed by the El Dorado Transit legal counsel and adopted by RT. The one (1) modification to the transfer agreement is the discontinuation of employee transportation with no passenger fare by and for both agencies.

The effective date as noted in the attached Third Amendment, if approved, would be July 1, 2008.

**SUMMARY OF PASSENGER FARES FOR  
SACRAMENTO REGIONAL TRANSIT (RT) FARE MEDIA ACCEPTED ON  
EL DORADO COUNTY TRANSIT AUTHORITY BUS ROUTES**

**EFFECTIVE JULY 1, 2008**  
*(Upon approval of Third Amendment to Transfer Agreement)*

COMBINATION EL DORADO TRANSIT AND RT PASSES

Accepted by both systems for the following services:

- Monthly Sacramento Commuter/RT Pass      \$170.50
- Monthly Iron Point Connector/RT Pass      \$122.50

RT Transfers

Note: RT transfers are issued but not accepted on Iron Point Connector

- Fare when RT transfer is *issued* on El Dorado Transit buses      0.25¢
- Fare when RT transfer is *accepted* on El Dorado Transit buses      \$3.00

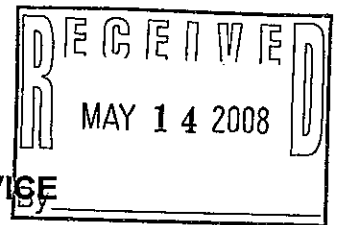
CSUS AND LOS RIOS COLLEGE DISTRICT STUDENT TRANSIT PASS

- El Dorado Transit Sacramento Commuter and Iron Point Connector Routes
  - \$1.00 discount off one-way fare with current pass/ID
- El Dorado Transit Local County Fixed Routes
  - No Charge with current pass/ID

EMPLOYEE PASSES/BADGES

- ~~Valid El Dorado Transit and RT employee passes or badges allow holder free transportation on both systems~~

**THIRD AMENDMENT TO TRANSFER AGREEMENT  
FOR EL DORADO COUNTY TRANSIT AUTHORITY SERVICE**



**THIS THIRD AMENDMENT** to the Transfer Agreement dated November 4, 1999, (the "Principal Agreement") between **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation, therein referred to as "RT," and **EL DORADO COUNTY TRANSIT AUTHORITY**, a joint powers authority, therein referred to as "TRANSIT," is made and entered into effective as of \_\_\_\_\_ 2008.

**RECITALS**

**WHEREAS**, RT and TRANSIT entered into the Principal Agreement to facilitate transfers by passengers between RT and TRANSIT services by allowing TRANSIT to sell RT's Basic Monthly Pass at the Discount Monthly Pass rate; and

**WHEREAS**, the current transfer agreement requires RT and TRANSIT to accept each other's employee identification card as valid fare media; and

**WHEREAS**, acceptance of RT's employee identification card results in a significant negative fiscal impact to TRANSIT employees; and

**WHEREAS**, RT and TRANSIT desire to amend the Principal Agreement to discontinue recognition of each other's employee identification card as valid fare media.

**WITNESS**

**NOW, THEREFORE, RT AND TRANSIT AGREE AS FOLLOWS:**

**Section 1: RT AND TRANSIT TRANSFERS**

Article 3 of the Principal Agreement entitled "Transit Sale of Monthly Passes," is amended to read in its entirety as follows:

**"RT AND TRANSIT TRANSFERS**

- "A. Sale of Monthly Passes: RT authorizes Transit to sell the RT Basic Monthly Pass at the Discount Monthly Pass rate as set out in RT's Fare Structure Resolution, as amended or revised, if the RT Pass is sold concurrently with a Transit monthly pass in the form of a sticker that is affixed to the RT Pass and the point of sale is within El Dorado County.
- "B. Issuance and Acceptance of RT Transfers: RT transfers shall be issued and accepted as follows:
1. TRANSIT shall accept RT transfers as valid proof of payment on TRANSIT's local fixed route transit service with connections to RT's transit service. RT patrons presenting a valid RT transfer at the

time of boarding as proof of payment to access TRANSIT commuter services may be subject to an additional charge determined by TRANSIT. RT will provide TRANSIT with as many RT transfer books as are requested by TRANSIT.

2. TRANSIT must issue an RT transfer to each TRANSIT passenger requesting an RT transfer who pays the applicable TRANSIT fare on the routes that connect with RT's transit service. RT authorizes TRANSIT to charge the price for a transfer set out in RT's adopted Fare Structure Resolution. Transit shall issue RT transfers in such a manner so that the transfer is valid for the same period of time as provided under the adopted RT Fare Structure. RT's current Fare Structure provides that an RT transfer is valid for 120 minutes from the date and time a passenger pays a fare entitling the passenger to purchase a transfer. RT will provide TRANSIT with written notice of any amendment to RT's Fare Structure which affects the period of time that an RT transfer is valid. RT will provide TRANSIT with 60 days notice to implement such change.
  3. RT transfers issued by TRANSIT to passengers on TRANSIT's transit service shall be accepted by RT as proof of payment of the applicable fare if the transfer is unexpired (valid) at the time of boarding RT fixed route service.
  4. Transit shall count the number of RT transfers that are issued by TRANSIT and accepted by TRANSIT on TRANSIT's transit service each month.
- C. Return of Expired RT Transfers: Upon RT's written request, TRANSIT shall promptly return to RT those expired RT transfers that were not issued to passengers on TRANSIT's fixed route and commuter service. TRANSIT is not obligated to return any RT transfers that expired before the date upon which RT provided written notification to TRANSIT to return the expired transfers. Return of transfers will be at RT's expense.
- D. RT Transfer Printing Costs: TRANSIT shall pay RT its actual cost to print RT transfer booklets provided to TRANSIT under this Agreement, not to exceed a 7% annual increase per transfer book. Each transfer book contains 100 transfers. RT's current printing cost is approximately \$0.31 per book of 100 transfers. RT shall issue to TRANSIT a written invoice for printing costs for transfers supplied to TRANSIT not more frequently than once per calendar quarter. TRANSIT shall pay RT'S invoice no later than 30 days from the date of receipt of invoice.
- E. Acceptance of RT Group Passes: TRANSIT shall accept RT's CSUS Commuter (Student and Employee) and Los Rios Student group passes (hereinafter referred to collectively as "Group Pass" or "Group Passes") as proof of fare payment on TRANSIT's service. RT patrons presenting a

valid RT Group Pass at the time of boarding as proof of payment to access TRANSIT commuter services may be subject to an additional surcharge as determined by TRANSIT. TRANSIT shall count the number of times TRANSIT accepted an RT Group Pass as proof of fare payment each month.

RT shall provide TRANSIT with its calculation of its average annual per passenger fare for the prior fiscal year, as reported to the State Controller's Office, no later than 30 days after submission date to the State Controller's Office. The effective date of calculation shall be July 1 of each year.

- F. Allocation of Transfer and Group Pass Revenues from Use of TRANSIT Commuter Services: By the end of each month during the term hereof, TRANSIT shall submit an invoice to RT that accounts for the number of times during the preceding month that a valid RT transfer or Group Pass is accepted as proof of fare payment on TRANSIT's commuter services, and also accounts for the number of times that an RT transfer is issued to access RT service. RT shall pay TRANSIT or TRANSIT shall pay RT, as applicable, within 30 days after the receipt of the invoice in accordance with following formulas.

If A is greater than B, then RT shall pay TRANSIT the amount calculated as follows:

$$[(A - B) * C] - D = \text{Amount RT owes TRANSIT}$$

If B is greater than A, then TRANSIT shall pay RT the amount calculated as follows:

$$[(B - A) * C] - D = \text{Amount TRANSIT owes RT}$$

A = Number of RT transfers collected by TRANSIT and the number of RT Group Passes accepted by TRANSIT on its commuter routes for the applicable month.

B = Number of RT transfers issued by TRANSIT on its commuter routes for the applicable month.

C = RT's average annual per passenger fare for the prior fiscal year as reported to the State Controller's Office.

D = Total amount collected for each RT transfer issued by TRANSIT on its commuter routes for the applicable month.

- G. Allocation of Group Pass Revenues from the Use of TRANSIT Local Fixed Route Services: By the end of each month during the term hereof, TRANSIT shall submit an invoice to RT that accounts for the number of

times during the preceding month that a valid RT Group Pass is accepted as proof of fare payment on TRANSIT's local fixed route services. RT shall pay TRANSIT RT's average annual per passenger fare for the prior fiscal year as reported to the State Controller's Office for each time that a valid RT Group Pass is accepted as proof of fare payment on TRANSIT's local fixed route services. RT will pay such invoice within 30 days of receipt of invoice.

- H. Notwithstanding anything to the contrary in paragraphs F. and G. above, TRANSIT shall not be obligated to invoice RT until 30 days after RT provides TRANSIT with RT's average annual per passenger fare for the prior fiscal year, as reported to the State Controller's Office."

## **Section 2: NOTICES**

Article 15 of the Principal Agreement entitled "Notices" is hereby revised to provide for the following change:

To RT: Sacramento Regional Transit District  
Attn: Chief Financial Officer  
P.O. Box 2110  
Sacramento, CA 95812-2110  
Phone: (916) 557-4681  
Fax: (916) 444-3135

To TRANSIT: Transit Director  
El Dorado County Transit Authority  
6565 Commerce Way  
Diamond Springs, CA 95619  
Phone: (530) 642-5383  
Fax: (530) 622-2877"

## **Section 3: EFFECTIVE DATE**

This Third Amendment will be effective as of July 1, 2008.

## **Section 4: AMBIGUITIES**

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

## **Section 5: FULL FORCE AND EFFECT**

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

**Section 6: AUTHORITY TO BIND**

Each of the signatories to this Amendment represent that they are authorized to sign this Amendment on behalf of such party and that all approvals, resolutions and consents that must be obtained to bind such party have been obtained and that no further approvals, acts, or consents are required to bind such party to this Amendment.

**Section 7: INTEGRATION**

This Amendment embodies the entire agreement of the parties in relation to the services of services herein described, and no other understanding whether verbal, written or otherwise exists between the parties.

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

**EL DORADO COUNTY  
TRANSIT AUTHORITY**

**SACRAMENTO REGIONAL  
TRANSIT DISTRICT**

By: \_\_\_\_\_  
MINDY JACKSON, Transit Director

By: Roberta MacGlashan  
ROBERTA MACGLASHAN Chair

By: \_\_\_\_\_  
MICHAEL R. WILEY  
General Manager / CEO

Approved as to Content:

By: \_\_\_\_\_  
DEE BROOKSHIRE  
Acting Chief Financial Officer

Approved as to Form:

Approved as to Form:

By: \_\_\_\_\_

By: \_\_\_\_\_  
RT Attorney