



Regional Transit

**Sacramento Regional
Transit District**
A Public Transit Agency
and Equal Opportunity Employer

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1400 29th Street
Sacramento, CA 95816
(916) 321-2800
(29th St. Light Rail Station/
Bus 36,38,50E,67,68)

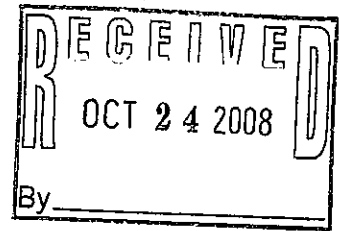
Light Rail Office:
2700 Academy Way
Sacramento, CA 95815
(916) 648-8400

**Human Resources Office:
Employee Relations Office:**
2830 G Street, 2nd Floor
Sacramento, CA 95816
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(Bus 30,31,34,67,68)

Public Transit Since 1973

www.sacrt.com

October 22, 2008



Ms. Mindy Jackson, Executive Director
El Dorado County Transit Authority
6565 Commerce Way
Diamond Springs, CA 95619

RE: Request to Renegotiate or Notice to Terminate Transfer Agreement

Dear Ms. Jackson:

This letter is in regard to the Transfer Agreement between El Dorado County Transit Authority (EDCTA) and Sacramento Regional Transit District (RT), entered into on November 4, 1999 and subsequently amended on February 3, 2005 and September 7, 2005 ("Agreement").

Due to the revenue loss resulting from the adoption of the State budget, RT's Board of Directors has directed staff to renegotiate the terms of all current transfer agreements with our regional transit partners so that the cost to RT for each agreement is revenue neutral, cash outlays by RT are minimal where possible, and any inequities that may exist within the agreements are resolved in an equitable manner. To that end, RT staff has prepared a summary of discussion points that staff has identified within the Agreement between RT and EDCTA.

Pursuant to Section 8 of the Agreement "[e]ither party may terminate this agreement upon giving 60 days advance written notice." Although RT is cognizant that it has the right to terminate the Agreement, RT's strong preference is to attempt to resolve its concerns with the Agreement terms identified by staff. As such RT hereby requests that EDCTA agree to renegotiate the terms of the Agreement as soon as possible. If EDCTA agrees to renegotiate the terms of the Agreement but the parties are unable to reach consensus within 60 days of the date of this letter, then this letter will be deemed to constitute RT's notice to terminate the Agreement pursuant to Section 8 of the Agreement and such termination will be effective 60 days from the date of this letter.

As we move through this process, RT's goal is to address concerns raised by both parties to this Agreement in order to come to a mutually acceptable negotiated agreement that will serve the interest of each agency as well as RT's and EDCTA's passengers. RT hopes to begin discussions on this matter as soon as possible.

Dee Brookshire, RT's Chief Financial Officer, is responsible for the re-negotiation process and her office will be contacting you to arrange a time to begin discussions on this subject.

If you have any questions on this letter or the attached discussion points before the first meeting, please call Dee Brookshire at (916) 557-4681.

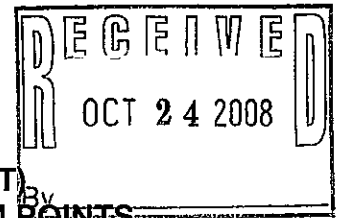
We look forward to working with you on this matter in the near future.

Sincerely,

A handwritten signature in cursive script that reads "Michael R. Wiley".

Michael R. Wiley
General Manager/CEO

C: Dee Brookshire, Chief Financial Officer, RT
Bruce Behrens, Chief Legal Counsel, RT



**SACRAMENTO REGIONAL TRANSIT DISTRICT (RT)
TRANSFER AGREEMENT RENEGOTIATION DISCUSSION POINTS**

AGENCY: El Dorado County Transit Authority (EDCTA)

AGREEMENT DATE: November 4, 1999, Amended February 3, 2005, September 7, 2005.

NOTICE TO TERMINATE REQUIREMENT: 60 Days

DISCUSSION POINTS:

Monthly/SemiMonthly Passes/Transfers due to RT/EDCTA:

RT seeks to simplify the methodology where possible on the calculations used to determine reimbursements between agencies.

RT seeks to ensure transfers are based on the applicable transit operator's fare structure.

Audit of Records

RT seeks agreement to retain 3 years of auditable records for review on demand for audit purposes.

Shared Cost of Maintenance and Upkeep of Shared RT Stops and Shelters

RT seeks a cost sharing agreement with EDCTA for RT stops and shelters used by EDCTA.