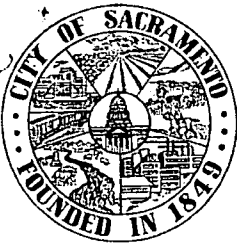


38



CITY OF SACRAMENTO  
CALIFORNIA

OFFICE OF THE  
CITY MANAGER

February 24, 1984

CITY HALL  
915 I STREET - 95814  
(916) 449-5704

City Council  
Sacramento, California

Honorable Members in Session:

**SUBJECT: COMPOSITION OF SACRAMENTO TRANSIT DEVELOPMENT  
AGENCY GOVERNING BOARD**

**SUMMARY**

Since Caltrans has withdrawn from the Sacramento Transit Development Agency Joint Powers Authority, the Governing Board has asked that the composition of the board be changed to include 2 City Councilmembers, 2 Sacramento Regional Transit District members and 1 member of the Board of Supervisors.

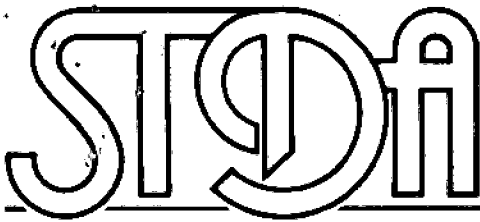
Approval is recommended of the attached agreement.

Respectfully submitted,

WALTER J. SLIPE  
City Manager

AC # 83150  
APPROVED  
BY THE CITY COUNCIL  
MAR 6 1984  
OFFICE OF THE  
CITY CLERK

March 5, 1984



**SACRAMENTO TRANSIT  
DEVELOPMENT AGENCY**

926 J Street, Suite 611 • Sacramento, California 95814  
(916) 442-3168

38

**GOVERNING BOARD**

ANNE RUDIN, Councilwoman  
(Chairperson)  
City of Sacramento

ILLA COLLIN, Supervisor  
County of Sacramento

WILLIAM GREEN  
Director  
District 3, Caltrans

GRANTLAND JOHNSON, Director  
Sacramento Regional Transit  
District

MARY LOU WRIGHT

January 17, 1984

Walter J. Slipe, City Manager  
City of Sacramento  
915 "I" Street  
Sacramento, California 95814

CITY MANAGER'S OFFICE  
**RECEIVED**  
FEB 21 1984

Dear Walt:

At its February 15 meeting, the STDA Governing Board by motion endorsed the attached memorandum, which recommends the following change in STDA Governing Board composition. Note that under STDA Bylaw 1.06, a motion has the force of a resolution:

JOHN W. SCHUMANN  
(Executive Director)  
926 J Street, Suite 611  
Sacramento, California 95814  
(916) 442-3168  
JAMES E. ROBERTS  
(Project Director)  
1201 I Street, Room 205  
Sacramento, California 95814  
(916) 445-6519

**COOPERATING AGENCIES**  
City of Sacramento  
County of Sacramento  
Department of Transportation -  
Caltrans  
Sacramento Regional  
Transit District

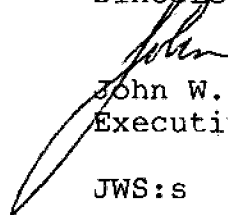
<u>STDA Member</u>	<u>Existing</u>	<u>Proposed</u>
City of Sacramento	1	2
Sacramento County	1	1
Regional Transit	1	2
Caltrans	1(a)	0
Public Representative	1(b)	0
<b>Total</b>	<b>5</b>	<b>5</b>

- a - Withdrawn effective 02/01/84.
- b - Currently vacant.

Will you please have this scheduled for concurrence by City Council so we can proceed with formal amendment of the STDA joint powers agreement? Thanks.

Let me know if you need any more on this from me.

Sincerely,

  
John W. Schumann  
Executive Director

JWS:s

Encl.



58

# MEMORANDUM

SACRAMENTO TRANSIT DEVELOPMENT AGENCY 926 J Street, Suite 611 • Sacramento, California 95814 • (916) 442-3168  
Project Office: 1201 I Street, Room 205 • Sacramento 95814 • (916) 445-6519

February 1, 1984

TO: Members of the Governing Board  
FROM: J. W. Schumann  
RE: Governing Board Structure

### ISSUE

Should the composition of Governing Board membership be revised in light of Caltrans' withdrawal?

### PROPOSED ACTION

Recommend amendment of Joint Powers Agreement by parties to allocate membership as follows: 2 RT, 2 City, and 1 County.

### FISCAL IMPACT

No direct fiscal impact.

### DISCUSSION

The proposed action is the consensus of the STDA Executive Coordinating Committee (ECC). The ECC met on December 1, 1983 to discuss this issue as requested by the Governing Board. Since then, ECC members have further discussed the issue by telephone.

Deliberations took into account the following guidelines which reflect ECC's understanding of the desires of the Governing Board and its constituent agency members:

- o Maintain Governing Board membership at 5 individuals
- o Maintain parity among membership of the JPA parties
- o Require only 1 County Supervisor on STDA board

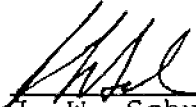
ECC considered these variations on a 5-member board:

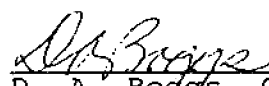
- o 1 RT, 1 City, 1 County and 2 Public (appointed either a) by STDA per the JPA or b) 1 by City and 1 by County)
- o 2 RT, 1 City, 1 County and 1 Public
- o 2 RT, 2 City and 1 County

The latter is recommended for these reasons:


1. As ultimate LRT system owner/operator and as grantee for Federal construction funds, RT believes it should have a greater voice in setting project development policy. ECC agrees with this position.
2. It is not possible to maintain a 5-member board, add a second RT position and maintain parity of the three remaining JPA members. In negotiations last spring on local funds, County representatives were very clear that they wished to have only one Supervisor on the STDA board. If this position holds, the proposed membership is feasible so long as the County agrees parity vis-a-vis the City and RT is not necessary.
3. The existing public member position is vacant. It will be easier to abolish the public position while it is vacant than to ask a new appointee to resign later. Other board members are elected or appointed officials, and serve the public interest adequately.

Adoption of the Proposed Action is recommended with the concurrence of the primary ECC representatives of each local jurisdiction.

  
 \_\_\_\_\_  
 J. W. Schumann, Executive Director, STDA

  
 \_\_\_\_\_  
 D. A. Boggs, General Manager, Regional Transit

  
 \_\_\_\_\_  
 W. Slipe, City Manager, City of Sacramento

  
 \_\_\_\_\_  
 B. Richter, County Executive, Sacramento County

JWS:s

RESOLUTION NO. ~~18~~ 84-188

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

RESOLUTION AMENDING JOINT POWERS AGREEMENT  
RELATING TO THE SACRAMENTO TRANSIT  
DEVELOPMENT AGENCY

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

That the joint powers agreement creating the Sacramento Transit Development Agency and containing amendments regarding the composition of the governing board of said entity is hereby approved and the City Manager is authorized to execute said agreement on behalf of the City of Sacramento.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED  
BY THE CITY COUNCIL

MAR 6 1984

OFFICE OF THE  
CITY CLERK



# Regional Transit

P.O. BOX 2110 • 1400 29TH STREET • SACRAMENTO, CA 95810-2110 • (916) 321-2800  
CITY OF SACRAMENTO

38

MAR 6 3 00 PM '84

March 06, 1984

Ms. Lorraine Magna  
Clerk to the Board  
Sacramento City Council  
915 "I" Street  
Sacramento, CA 95814

Dear Lorraine:

Enclosed is an original and two copies of the Joint Powers Agreement pertaining to the Sacramento Transit Development Agency. This Agreement is scheduled for approval by the Sacramento City Council at its meeting on March 6, 1984.

Upon execution, return the original and both copies of the Agreement to my attention at Regional Transit. The Agreement will then be forwarded to the County of Sacramento for execution and a fully signed Agreement will be returned for your files.

Thank you for your assistance in this matter.

Very truly yours,

MARK W. GILBERT  
Attorney

Encls.

*Talked to Mark W. Gilbert  
5-4-84 - he said to  
Chavez and this letter to  
Attached draft agreement &  
AG 83150 is the correct  
Agreement adopted (Ordinance)  
John Dean*

83150

38

JOINT POWERS AGREEMENT  
SACRAMENTO TRANSIT DEVELOPMENT AGENCY

DRAFT - W/Revisions

This Agreement is entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article I (§6500 et seq.) of the Government Code relating to the joint exercise of powers among the following parties:

The City of Sacramento, a municipal corporation, herein referred to as "CITY";

The County of Sacramento, herein referred to as "COUNTY";  
and

The Sacramento Regional Transit District, herein referred to as "DISTRICT";

RECITALS

CITY, COUNTY, and DISTRICT are each empowered by law to provide for the planning and development of public transportation in said area; and

The parties have determined that the purposes and objectives of planning and developing public transportation in said area will serve and be of benefit to the residents of the city, county and state as a whole;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Section 1. Definitions

Unless the context otherwise requires, the terms defined in this section shall for all purposes of this Agreement, have the meaning herein specified.

"Agreement" means this joint powers agreement as it now exists or as it may hereafter be amended.

"Agency" means the Sacramento Transit Development Agency and the governing board thereof.

"Project" means any transportation alternative that may be selected for implementation as an alternative to the Interstate 80 Bypass. The Agency shall have no responsibility whatsoever for Project selection.

Section 2. Purpose

The purpose of this Agreement is to establish an organization to be responsible for the development and implementation of any project, if a decision to emplement such project is made by the officials responsible for authorizing such implementation.

Section 3. Term

This Agreement shall be effective upon execution, and shall continue in full force and effect until one year after the completion of the project or such other date as the parties mutually agree upon. In no event shall it be effective after December 31, 1990, unless expressly extended by the consent of all parties to this Agreement.

Section 4. Creation of the Agency

There is hereby created the Sacramento Transit Development Agency as a public entity separate and apart from CITY, COUNTY AND DISTRICT, known as the SACRAMENTO TRANSIT DEVELOPMENT AGENCY. The Governing Board of the Agency shall consist of five (5) members appointed as follows:



A. Two (2) members of the City Council appointed in the manner provided by the charter of the CITY, for the appointment of members of City boards, commissions and agencies.

B. One (1) member of the COUNTY Board of Supervisors appointed by the COUNTY Board of Supervisors.

C. Two (2) members of the Board of Directors of the DISTRICT appointed by the Board of Directors of the DISTRICT.

Each member shall serve in his or her individual capacity, but at the pleasure of the party appointing him or her. An alternate may be selected for each member by his or her appointing authority. CITY and COUNTY alternates must be council members or supervisors, respectively. DISTRICT alternates must be members of the Board of Directors.

#### Section 5. Powers

The governing board shall be the policy making body of the Agency and shall have power to implement the Project.

The Agency is hereby authorized, in its own name, to do all acts it deems necessary or convenient for the exercise of said power, including but not limited to any or all of the following:

To make and enter into contracts; to employ agents and employees, to lease, acquire, construct, manage, and maintain any land, buildings, works or improvements; to acquire by the powers of eminent domain, in the name of the Agency, by and through the

DISTRICT (Pub. Util. Code, §§102240-102242) or otherwise, hold or dispose of property; to lease facilities to any person; to incur debts, liabilities or obligations which do not constitute a debt, liability or obligation of the CITY, COUNTY or the DISTRICT; and to sue and be sued in its own name.

Pursuant to Government Code Section 6509, the power of the Agency is subject to the restrictions upon the manner of exercising the power of DISTRICT.

The Agency may apply for, receive, and utilize state, local and federal funding and funds from all other sources given to it for the purpose of accomplishing the Project.

Section 6. Meeting of the Agency

A. Regular and Special Meetings. The Agency shall hold at least one (1) regular meeting each year. The date upon which, and the hour and place at which, each such regular meeting shall be held shall be fixed by resolution of the Agency. The bylaws referred to in Section 7 may provide for additional regular meetings and special meetings.

B. Conduct of Meetings. All meetings of the Agency shall be held subject to the provisions of Section 54950 et seq. of the Government Code of the State of California.

C. Minutes. The secretary shall cause minutes of all meetings of the Agency to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Agency.

D. Quorum. A majority of the members of the Agency shall constitute a quorum for the transaction of business, except that

less than a quorum may adjourn from time to time. No action may be taken by the Agency except upon the affirmative vote of four or more members of the Agency.

Section 7. Bylaws

The Agency shall have the power to adopt such bylaws that it, in its sole discretion, may deem necessary or desirable for the conduct of the business of the Agency.

Section 8. Officers and Employees

A. The Agency shall elect a chairperson and a vice-chairperson from among its members, each to serve at the pleasure of the Agency. The Agency shall also appoint a secretary who may, but need not be, a member of the Agency. The Agency shall select independent legal counsel to provide general legal assistance relative to Agency matters.

B. The CITY Treasurer shall be the treasurer of the Agency and shall have custody of all the money of the Agency from whatever source and shall perform the function of treasurer and have all the powers, duties, and responsibilities as set forth in Government Code Section 6505.5.

C. The CITY Finance Director shall act as controller of the Agency and shall perform the functions and have the powers, duties, and responsibilities set forth in Government Code Section 6505.5. The controller shall draw warrants to pay demands against the Agency when the demands have been approved by the Agency or the Project Manager pursuant to authorization of the Agency.

D. The chairperson of the Agency and the Executive Director are designated as the public officers or persons who have charge of handling, or have access to any property of the Agency.

Section 9. Staff Assistance

A. Executive Director. The Agency shall be served by an Executive Director, who shall be the chief executive officer of the Agency. The Executive Director shall be selected by the Agency, and shall serve as the pleasure of the Agency. The Executive Director shall be solely responsible to and report directly to the Agency on all matters relating to the project. The Executive Director shall assume such other functions as directed by the Agency on matters related to the Project. The duties of the Executive Director may include, but need not be limited to, analyzing and making recommendations to the Agency on policy matters, obtaining necessary funding for the Project, and taking responsibility for necessary administrative services and public information.

B. Project Manager. The Agency shall be served by a Project Manager. The role of Project Manager shall be performed by the State of California, acting by and through the Department of Transportation, herein referred to as "STATE". The Project Manager shall report to the Agency through the Executive Director, and, subject to the provisions of section 9C, shall have overall responsibility for development and delivery of the Project.

The work to be performed by the Project Manager shall be specified pursuant to the provisions of section 9C, and may include, but not be limited to, project management; environmental

planning; preliminary project planning and engineering; preparation of plans, specifications and estimates; surveying; geotechnical work; right-of-way acquisition; utility relocation; operational planning; equipment procurement; and contract administration.

STATE, subject to concurrence by the Agency, shall appoint an individual to serve as Project Director. STATE shall retain the right to replace the Project Director from time to time, subject to Agency concurrence with the STATE's replacement nominee. The Agency also may require the removal and replacement of a Project Director for cause. Cause shall include, but not be limited to, incompetence, neglect of duty and misconduct in office.

C. The details of the work and services to be performed by STATE and the cost of said work and services shall be determined by subsequent agreement or agreements between the Agency and STATE. Said agreement or agreements shall provide for submission by STATE to Agency of a master work plan defining the work to be performed, together with an operational procedure for revising and updating said plan. Such work plan, and any revision and updates thereof, shall be subject to review and approval by the Agency. The decisions on which portions of the work or services will be performed by outside consultants, or parties other than the STATE, shall be included as part of the work plan and shall be subject to mutual agreement by the STATE and Agency, provided that STATE shall not be authorized to proceed with portions of

work or services which Agency wants to be performed by outside consultants or other persons until mutual agreement is reached.

D. The Agency may establish any advisory committees and employ whatever staff it deems necessary or appropriate to carry out its functions.

E. Prior to hiring outside consultants the Agency shall give first consideration to using employees of the parties to accomplish all elements of the Project.

Section 10. Federal Funds

The Agency shall apply for all funds made available under the Federal Interstate Substitution Program. The applications shall be forwarded to the Federal Department of Transportation through the Sacramento Area Council of Governments, the Governor of the State of California, or any of the parties to this Agreement as may be appropriate.

Section 11. Project Funds

The parties agree that should any member agency still possess or obtain in the future any moneys specifically required to be expended for the Project from any source, that money shall be forwarded to the Agency.

Section 12. Zoning Responsibility

Nothing in this Agreement shall be construed as in any way removing or lessening any existing authority or responsibility of the CITY or COUNTY in zoning, community planning or redevelopment.

Section 13. Fares

To the extent that project development requires decisions on matters pertaining to fares, including details of fare collection methods and facilities, such decisions will be made by DISTRICT in cooperation with the Agency.

Section 14. Ownership and Operation of Facilities

If the Alternative to the Interstate 80 Bypass project chosen includes a light rail facility, and if said light rail facility is completed pursuant to the terms and conditions of this Joint Powers Agreement, the completed light rail facility shall be solely owned and operated by the DISTRICT.

Section 15. Withdrawal from Agency

Any party may withdraw from this Agreement upon ninety (90) days' prior written notice to the other parties, in which event the Agency shall nevertheless continue to exist, but with membership adjusted to reflect such omissions, provided, however, that if two or more of the parties to this Agreement withdraw, then this Agreement shall terminate upon expiration of the 90-day notice given by the second party to withdraw from the Agreement.

Section 16. Disposition of Property and Funds

At such time as this Agreement is terminated, any property interest remaining in the Agency following discharge of all obligations due by the Agency shall be disposed of and the proceeds or property shall be returned to the source from which funds or property were obtained.

Section 17. Accounts and Reports

The Agency shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Agency shall be open to inspection at all reasonable times to the parties to this Agreement and their representatives. The Agency, within one hundred twenty (120) days after the close of each fiscal year (which shall be the period from July 1 of each year to and including the following June 30), shall give a complete written report of all financial activities for such fiscal year to the parties. The Controller shall prepare and maintain such accounts and reports.

Section 18. Obligations of the Agency

The debts, liabilities and obligations of the Agency shall not be debts, liabilities and obligations of any of the parties to this Agreement unless and to the extent specifically provided by agreement in writing with any of such parties.

Section 19. Indemnification

The Agency shall acquire such insurance protection as is necessary to protect the interests of the Agency, the parties to this Agreement and the public. The Agency created by this Agreement shall assume the defense of and indemnify and save harmless each party to this Agreement and its respective officers, agents and employees, from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from the performance of any of the activities of the Agency, or the activities undertaken pursuant to this Agreement.



Section 20. Amendments

This Agreement may be amended at any time by agreement of all the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers thereunder duly authorized as of the date below written.

CITY OF SACRAMENTO,  
a municipal corporation

SACRAMENTO REGIONAL TRANSIT  
DISTRICT

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form & Legality

Approved as to Form & Legality.

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

COUNTY OF SACRAMENTO

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

Date: \_\_\_\_\_

Approved as to Form and Legality

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

Date: \_\_\_\_\_