

# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
2	01/23/12	Open	Action	01/11/12

Subject: Delegating Authority to the General Manager/CEO to Approve the Operations and Joint Use Agreement with SRCSD for the South Sacramento Corridor Phase II Project

## ISSUE

Whether or not to delegate authority to the General Manager/CEO to approve the Operations and Joint Use Agreement with the Sacramento Regional County Sanitation District (SRCSD) for the South Sacramento Corridor Phase II Project.

## RECOMMENDED ACTION

Adopt Resolution No. 12-01-\_\_\_, Delegating Authority to the General Manager/CEO to Approve the Operations and Joint Use Agreement with SRCSD for the South Sacramento Corridor Phase II Project.

## FISCAL IMPACT

No Fiscal Impact

## DISCUSSION

The South Sacramento Corridor Phase II (SSCP2) light rail project is a 4.3-mile extension of the existing South Sacramento Corridor Phase I project, beginning at the existing Meadowview Station and ending at Cosumnes River College. The Project includes four stations located at Morrison Creek, Franklin Boulevard, Center Parkway, and Cosumnes River College.

A portion of the SSCP2 Project is within SRCSD's bufferlands or within property over which SRCSD has an existing easement. Construction of light rail facilities within current SRCSD bufferland property or within existing easement areas requires RT to execute an agreement with SRCSD setting forth the terms and conditions under which the parties will maintain the affected property and facilities.

RT expects to purchase the land needed for the SSCP2 Project from SRCSD. However, the SRCSD Purchase and Sale Agreement cannot be finalized until the Operations and Joint Use Agreement has been executed.

The Operations and Joint Use Agreement provides construction and communication guidelines for future maintenance and emergency repairs. This Agreement also includes provisions related to the Track Warrant and Red Tag Permit issuance for the new track segments and would require expedited processing of Track Warrants for SRCSD Projects. This Agreement also addresses how costs will be apportioned if facilities need to be removed to ensure SRCSD's access to its system for purposes of repair and maintenance. Insurance and indemnification are also addressed in the Agreement.

Approved:

Presented:

Final 1/13/12

General Manager/CEO

Director, Project Management

# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
2	01/23/12	Open	Action	01/11/12

Subject: Delegating Authority to the General Manager/CEO to Approve the Operations and Joint Use Agreement with SRCSD for the South Sacramento Corridor Phase II Project

The parties have been diligently negotiating the terms of the Agreement and are very close to a final Agreement. Because RT securing SRCSD's property is time critical for the aerial structures project, staff recommends that the Board delegate authority to the General Manager/CEO to approve the Operations and Joint Use Agreement with SRCSD for the South Sacramento Corridor Phase II Project upon completion of negotiations.

RESOLUTION NO. 12-01-\_\_\_\_\_

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

January 23, 2012

**DELEGATING AUTHORITY TO THE GENERAL MANAGER/CEO TO APPROVE THE OPERATIONS AND JOINT USE AGREEMENT WITH SRCSD FOR THE SOUTH SACRAMENTO CORRIDOR PHASE II PROJECT**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the General Manager/CEO is hereby authorized to approve the Operations and Joint Use Agreement for the South Sacramento Corridor Phase II Project between the Sacramento Regional Transit District, therein referred to as "RT," and the Sacramento Regional County Sanitation District, therein referred to as "SRCSD," authorizing RT to construct the South Sacramento Corridor Phase II Project within SRCSD bufferlands and easements under the conditions set forth therein, upon completion of contract negotiations.

THAT, the General Manager/CEO is hereby authorized to execute said agreement upon satisfaction of the foregoing contingency.

\_\_\_\_\_  
BONNIE PANNELL, Chair

A T T E S T:

MICHAEL R. WILEY, Secretary

By: \_\_\_\_\_  
Cindy Brooks, Assistant Secretary