



City of Sacramento City Council

10

915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 9/27/2012

Report Type: Consent

Title: Memorandum of Understanding: Downtown/Riverfront Transit Project

Report ID: 2012-00354

Location: Districts 3 and 4

Recommendation: Pass a Resolution approving a Memorandum of Understanding (MOU) for cooperative planning work among the Cities of Sacramento and West Sacramento, the Sacramento Area Council of Governments (SACOG), Regional Transit (RT) and the Yolo County Transit District (YCTD) to advance a transit project that would operate between downtown Sacramento and the City of West Sacramento.

Contact: Fedolia "Sparky" Harris, Senior Planner, (916) 808-2996; Hector Barron, City Traffic Engineer, (916) 808 2669, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Traffic Engineering Division

Dept ID: 15001161

Attachments:

- 1- Description/Analysis
- 2 - Background Information
- 3 - Resolution
- 4 - Exhibit A - Memorandum of Understanding

City Attorney Review

Approved as to Form
Gerald Hicks
9/19/2012 10:38:08 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
9/11/2012 3:57:04 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 9/18/2012 8:03:56 AM



Description/Analysis

Issue: The proposed Memorandum of Understanding (MOU) establishes the partnership among the five parties in an effort to complete the planning and analysis necessary to apply for funding through the Federal Transit Administration for the Downtown/Riverfront Transit project. The proposed MOU replaces the MOU established in 2006 to complete the first phase of the Downtown/Riverfront Streetcar Feasibility Study and revised in 2009 to complete the Sacramento Streetcar Planning Study. The proposed MOU retains the previously established Policy Steering Committee (PSC) as the body responsible for the development and approval of goals and objectives, scope of work, milestones and a schedule for the project but makes minor changes to the quorum and voting requirements. The MOU also grants authority to the PSC to establish committees as necessary to advance the goals and objectives of the project.

Policy Considerations: The MOU is consistent with the goals and policies of the City of Sacramento. In particular, approval of the proposed MOU will allow the City to support the development of streetcar lines in the Central City and other multi-modal districts as provided in Policy M3.1.14 of the Sacramento 2030 General Plan.

Economic Impacts: The action under consideration will have no direct economic impact on the City of Sacramento.

Environmental Considerations:

California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA): The Community Development Department, Environmental Planning Services Division has determined that this agreement is not considered a project pursuant to CEQA Guidelines Section 15378(b)(5) and is not subject to CEQA. The MOU agreement is an organizational activity of governments that will not result in direct or indirect physical changes in the environment. At the time in the future when the project has been identified and the project description developed, CEQA analysis will be completed prior to project approval.

Sustainability Considerations: The project is consistent with the City's Sustainability Master Plan. It conforms to the Air Quality Focus Area by improving and optimizing transportation infrastructure.

Other: None.

Commission/Committee Action: On September 5, 2012, the Downtown/Riverfront Policy Steering Committee recommended adoption of a resolution to approve the attached MOU.

Rationale for Recommendation: Since the existing MOU is set to expire in 2014, an extension is necessary in order to allow the Parties to continue to prepare the Downtown/Riverfront Transit Study to compete for funding in the Federal Transit Administration's New Starts/Small Starts Grant Program.

Financial Considerations: The cities of Sacramento and West Sacramento, Regional Transit, and the Yolo County Transportation District have each committed to provide an equal share of the local match. Staff has identified \$150,000 from the Transportation System Management Fund (Fund 2012) as eligible and available for completion of the Downtown/Riverfront Transit Study work associated with this MOU. Authorization to dedicate these funds to the Downtown/Riverfront Transit Study will be sought in a separate report to Council.

There are no general funds planned or allocated for this project.

Emerging Small Business Development (ESBD): Not applicable. No goods or services are being purchased.

Background Information:

In May of 2006, a Memorandum of Understanding (MOU) was approved which established the working relationships among the City of Sacramento, the City of West Sacramento, SACOG, Regional Transit and the Yolo County Transit District (the "Parties") to promote streetcar service between downtown Sacramento and West Sacramento. The Parties completed a feasibility study, conceptual engineering and environmental analysis for a rail transit project from downtown Sacramento to the City of West Sacramento and the MOU expired in 2008.

A revised MOU was approved in 2009 to continue work on the Downtown/Riverfront Streetcar Project, to extend the term of the partnership, and to outline the roles and responsibilities of each Local Agency. In 2012, the Parties completed the Sacramento Streetcar Planning Study that evaluated the feasibility of alternative streetcar routes throughout strategic locations in the City, compared alignments for maximum economic, environmental and mobility benefits and developed a priority list for funding and implementation. The 2009 MOU is set to expire in 2014. An extension of this MOU is necessary in order to allow the Parties to continue to prepare the Downtown/Riverfront Transit Project to compete for funding in the Federal Transit Administration's New Starts/Small Starts Grant Program.



Resolution No.

Adopted by the Sacramento City Council

MEMORANDUM OF UNDERSTANDING FOR PLANNING THE DOWNTOWN/RIVERFRONT TRANSIT PROJECT

BACKGROUND

- A. In 2004, the Sacramento Area Council of Governments (SACOG) adopted the Blueprint, a bold vision for growth that promotes compact, mixed-use development and more transit choices as an alternative to low density development; and
- B. The cities of Sacramento and West Sacramento desire to accelerate the development of quality transit choices and other alternatives to single occupancy vehicle travel that minimize vehicle miles traveled associated with said developments; and
- C. In 2006, the City of Sacramento entered into a Memorandum of Understanding (MOU) to work in partnership with the City of West Sacramento, Regional Transit, SACOG and the Yolo County Transportation District to study the feasibility of a streetcar project to connect Downtown West Sacramento with Downtown Sacramento; and
- D. The Parties completed a feasibility study, conceptual engineering and environmental analysis for a rail transit project from downtown Sacramento to the City of West Sacramento and the MOU expired in 2008; and
- E. A revised MOU was approved in 2009 to continue work on the Downtown/Riverfront Transit Project, to extend the term of the partnership, and to outline the roles and responsibilities of each Local Agency; and
- F. In 2012 the Parties completed the Sacramento Streetcar Planning Study that evaluated the feasibility of alternative streetcar routes throughout strategic locations in the City, compared alignments for maximum economic, environmental and mobility benefits and developed a priority list for funding and implementation; and
- G. The existing MOU is set to expire on June 30, 2014; and
- H. The purpose of the new MOU is to extend the term of the partnership and to outline the roles and responsibilities of each Local Agency for additional planning required for the Project.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL
RESOLVES AS FOLLOWS:**

- Section 1. The Memorandum of Understanding (MOU) for continued work on the Downtown/Riverfront Transit Project with the City of West Sacramento, Regional Transit and Yolo County Transportation District as set forth in Exhibit A is hereby approved.
- Section 2. The City Manager is hereby authorized to sign the MOU.
- Section 3. The Mayor will appoint two representatives and one alternate from the City Council. The Mayor with concurrence of the City Council will appoint up to three representatives from the local Sacramento business/development community to serve on the Policy Steering Committee for the Sacramento-West Sacramento Rail Transit Project.

Table of Contents:

Exhibit A: Memorandum of Understanding - Downtown/Riverfront Transit Study



MEMORANDUM OF UNDERSTANDING FOR PLANNING THE DOWNTOWN/RIVERFRONT TRANSIT PROJECT

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into as of the last date of execution and is between the **City of Sacramento, the City of West Sacramento, the Sacramento Area Council of Governments (SACOG), the Sacramento Regional Transit District (RT), and the Yolo County Transportation District (YCTD)**. Each party is referred to individually as “Participating Agency” and collectively as “Participating Agencies.”

RECITALS

WHEREAS, in 2004, SACOG adopted the Blueprint, a bold vision for growth that promotes compact, mixed-use development, and more transit choices; and

WHEREAS, the Cities of West Sacramento and Sacramento are considering numerous development plans within two miles of downtown Sacramento that support SACOG’s Blueprint principles; and

WHEREAS, both cities desire to accelerate the development of quality transit choices and other alternatives to single-occupancy vehicle travel that minimize vehicle miles traveled and stimulate economic development; and

WHEREAS, a feasibility study, conceptual engineering, and environmental analysis for a rail transit project between downtown Sacramento and West Sacramento were completed in 2009; and

WHEREAS, the City of Sacramento adopted in 2012 a conceptual streetcar network within the City of Sacramento jurisdiction, and identified an initial starter line; and

WHEREAS, the Metropolitan Transportation Plan (MTP) includes a streetcar linking Sacramento and West Sacramento; and

WHEREAS, the Participating Agencies desire to continue planning collaboratively for future transit linkage between Sacramento and West Sacramento; and

WHEREAS, the Participating Agencies presently intend to pursue a Federal Transit Administration (FTA) funding application and to conduct an effort in accordance with FTA’s guidance; provided, however, that the Participating Agencies may consider other funding options for the Project and take actions necessary to pursue other funding options; and

WHEREAS, the purpose of this MOU is to facilitate the continued planning by the Participating Agencies for a transit project between downtown Sacramento and West Sacramento.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1 PURPOSE

The purpose of this MOU is to facilitate the continued planning by the Participating Agencies for the “Project,” which is defined as a transit improvement project linking downtown Sacramento and West Sacramento within the corridor defined by the Downtown/Riverfront Streetcar Feasibility Study and the Sacramento Streetcar Planning Study. The current phase of the Project, and the activities and purposes governed by this MOU, will be complete when the Participating Agencies have submitted a completed application to the FTA for authorization to proceed to the next phase for a federally-funded project, and FTA has made a determination regarding such application. The intent of the Participating Agencies is to achieve this Project purpose in light of the best available information concerning the new federal transportation bill (MAP-21) and Small Starts funding guidance, and to continue refining the Project activities and redirecting budget resources, as and if necessary, to achieve the Project purpose.

2 PROJECT OVERSIGHT

2.1 Policy Steering Committee (PSC)

The City of Sacramento and the City of West Sacramento will each appoint two (2) representatives and one (1) alternate representative from their respective city councils. YCTD and RT will each appoint one (1) representative and one (1) alternate representative from their respective boards of directors to serve on the Policy Steering Committee (PSC).

In addition, each city will appoint two (2) representatives from the local community or business and development interests to serve on the PSC. Each Participating Agency reserves the right to appoint additional alternates. Each representative and alternate will serve at the pleasure of the appointing Participating Agency. An alternate may serve as a voting member of the PSC in the absence of the representative that represents the same Participating Agency, in the same capacity (e.g., as elected representative or as non-elected representative), as the alternate. Each representative shall have one (1) vote in all matters and a simple majority vote of the members present shall determine the direction on any actions requiring a vote.

The elected representatives from the city council of the City of Sacramento shall have a total of two (2) votes on all matters before the PSC. The votes may be cast by one elected representative if only one elected representative from the City is present.

The elected representatives from the city council of the City of West Sacramento shall have a total of two (2) votes on all matters before the PSC. The votes may be cast by one elected representative if only one elected representative from the City is present.

A majority of the members, including at least two of the representatives appointed by each city, including at least one elected official of each city, must be present to create a quorum of the PSC. The PSC may not take formal action unless a quorum is present when the action is taken. All meetings of the PSC will be posted and conducted in accordance with the Brown Act (Government Code Sections 54950 et seq.) and will be open to the public.

Co-Chairs shall be elected at the first meeting of the PSC under this MOU, and thereafter shall be elected annually at the first meeting in each calendar year. The responsibility of the Co-Chairs shall be to preside over the meetings of the PSC.

The PSC shall:

- 1) Approve goals, objectives, scope of work, milestones, and a schedule for the Project, as well as the Need & Purpose for the Project;
- 2) Adopt Downtown/Riverfront Transit Project Underlying Principles and Roles & Responsibilities specifying in more detail the roles and responsibilities of the Project Manager (as defined in § 2.4) and the Deputy Project Managers representing the Participating Agencies, and providing for the replacement of the Project Manager or Deputy Project Managers, if necessary;
- 3) Provide policy direction regarding the additional planning work, alternatives selection and route refinement (if applicable), environmental analysis, financial analysis, procurement strategies, and a proposed funding and governing structure for the Project (collectively hereinafter the “Study”);
- 4) Participate in public outreach and assist in communicating the goals and objectives of the Project and gaining support among interest groups and the broader public; and
- 5) Accept a Locally Preferred Alternative (LPA) for the Project; recommend adoption of the LPA to the Sponsoring Agency; authorize the Sponsoring Agency (as defined in § 2.4) to submit materials to the FTA for review and action; authorize the Sponsoring Agency to submit an application to the FTA for authorization to proceed to the next phase for a federally-funded project; and, as appropriate, provide

guidance to the Project Management Team (PMT) on any matters raised by the FTA.

All Participating Agencies agree that the LPA – including all financial commitments, transit alignments, designs, and station locations – shall be subject to approval by each of the Participating Agencies.

2.2 Project Management Team (PMT)

Each Participating Agency shall identify at least one (1) staff member to meet regularly to assist the Project Manager in the successful advancement of the Project. Additionally, one (1) staff member from Caltrans will participate as a member. The Project Manager shall serve as the lead of the PMT for matters before the PSC.

2.3 Support Committees

The Project Manager and PMT may establish support committees as needed throughout the Project, including advisory committee(s). Each Participating Agency shall identify at least one (1) staff member with special expertise as required and available from its engineering, maintenance, operations, land use planning, economic development, or other technical group to meet regularly to assist the Project Manager in the successful advancement of the Project. Additionally, at least one (1) staff member from Caltrans will participate on matters related to the Tower Bridge and the Capitol Mall overcrossing of Interstate 5. The support committees will report to the PMT.

2.4 Sponsoring Agency and Project Manager

SACOG shall serve as the “Sponsoring Agency” for administration of any funding grants. Kirk Trost, on behalf of SACOG, shall also serve as Project Manager. The Project Manager shall have responsibility for successful completion of this phase of the Project. “Successful completion” shall be defined and determined by the PSC. The Project Manager shall solicit the input and participation of the other Participating Agencies to achieve consensus on the Project work.

3 AUDIT AND INSPECTION

All Participating Agencies financially participating in the Project will retain accounting records and other documents pertaining to all costs for three (3) years from the termination of this Agreement. These records and documents must be made available for inspection and audit by an authorized representative of any Participating Agency to this Agreement upon ten (10) days’ advance written notice and during normal business hours.

4 INDEMNITY

Pursuant to Section 895.4 of the California Government Code: (1) each Participating Agency, as indemnitor, must hold harmless and indemnify every other Participating Agency, as indemnitee, against any claim, loss, damage, expense or liability caused by the negligent or wrongful act of omission of the indemnitor occurring in the performance of this Agreement, and (2) if a Participating Agency is held liable upon

any judgment for damage caused by a negligent or wrongful act or omission occurring in the performance of this MOU and that Participating Agency pays in excess of its share based upon principles of comparative fault, that Participating Agency is entitled to contribution from each of the other Participating Agencies to the extent of the other Participating Agency's comparative fault.

5 WITHDRAWAL AND TERMINATION

5.1 Withdrawal

Withdrawal of a Participating Agency shall be effective after thirty (30) days written notification to the PSC and the other Participating Agencies of the intent to withdraw. Withdrawal of a Participating Agency releases any right that agency may have to claim funds allocated for the Project, its local match contribution, and any other funding committed to the Project, unless the PSC and the remaining Participating Agencies agree to amend this MOU accordingly.

5.2 Termination

This Agreement will automatically terminate on June 30, 2016, or by action of the PSC, whichever occurs first.

6 NOTICES

Any notices required by this Agreement must be in writing and either given in person or by first class mail with postage prepaid and addressed as shown below. Any Participating Agency may change its name or address for notices at any time by providing notice to all of the other Participating Agencies.

City of Sacramento:

John Shirey
City Manager
City of Sacramento
915 I Street
Sacramento, CA 95814
Phone: (916) 808-5704
Fax: (916) 808-7618
e-mail: jshirey@CityofSacramento.org

Regional Transit:

Michael R. Wiley
General Manager/CEO
Sacramento Regional Transit District
PO Box 2110 (1400 29th Street)
Sacramento CA 95812-2110
Phone: (916) 321- 2989
Fax: (916) 444-2156
e-mail: mwiley@sacrt.com

City of West Sacramento:

Martin Tuttle
City Manager
City of West Sacramento
1110 West Capitol Avenue
West Sacramento, CA 95691
Phone: (916) 617-4500
Fax: (916) 372-8765
e-mail: martint@cityofwestsacramento.org

Yolo County Transportation District:

Terry Bassett
Executive Director
Yolo County Transportation District
350 Industrial Way
Woodland CA 95776
Phone: (530) 402-2812
Fax: (530) 661-1732
e-mail: tbassett@yctd.org

SACOG:

Mike McKeever
Chief Executive Officer
SACOG
1415 L Street
Sacramento, CA 95814
Phone: (916) 340-6205
Fax: (916) 321-9551
e-mail: mmckeeper@sacog.org

A copy of all notices shall be provided by first class mail with postage prepaid and addressed as shown below.

City of Sacramento:

Director of Public Works
City of Sacramento
915 I Street, 2nd Floor
Sacramento, CA 95814

Regional Transit:

Asst. General Manager of Planning
and Transit System Development
Sacramento Regional Transit District
PO Box 2110 (1400 29th Street))
Sacramento CA 95812-2110

City of West Sacramento:

Director of Public Works
City of West Sacramento
1110 West Capitol Avenue
West Sacramento, CA 95691

Yolo County Transit District:

Deputy Director
Yolo County Transportation District
350 Industrial Way
Woodland CA 95776

SACOG:

Chief Operating Officer
SACOG
1415 L Street
Sacramento, CA 95814

7 INITIATION OF SERVICE

This MOU does not commit or authorize any Participating Agency to provide transit service within the respective jurisdiction of any other Participating Agency, unless this Agreement is amended and revised by agreement of the Participating Agencies. However, existing transfer agreements, which address transit service coordination issues between RT and YCTD, shall remain valid and in effect until otherwise agreed to by both of these parties.

8 AUTHORITY

Each of the signatories to this MOU represents that he/she is authorized to sign the MOU on behalf of such Participating Agency, that all approvals, resolutions, and consents which must be obtained to bind such Participating Agency have been obtained, and that no further approvals, acts or consents are required to bind such Participating Agency to this MOU.

9 TERM

This MOU shall be effective on the last date set out below and shall terminate on June 30, 2016, unless otherwise extended or terminated earlier by mutual agreement or as set forth herein.

IN WITNESS WHEREOF, the Participating Agencies have entered into this MOU on the day and year set out in the last date set out below.

City of Sacramento

By: _____
John Shirey
City Manager

Date: _____

City of West Sacramento

By: _____
Martin Tuttle
City Manager

Date: _____

Sacramento Area Council of Governments

By: _____

Michael McKeever
Chief Executive Officer

Date: _____

Sacramento Regional Transit District

By: _____

Mike R. Wiley
General Manager/CEO

Date: _____

Yolo County Transportation District

By: _____

Terry Bassett
Executive Director

Date: _____