



REPORT TO COUNCIL

City of Sacramento

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915 I Street, Sacramento, CA 95814-2671
www.CityofSacramento.org

CONSENT
May 16, 2006

Honorable Mayor and
Members of the City Council

Subject: Memorandum of Understanding (MOU) for the West Sacramento-Sacramento Streetcar project.

Location/Council District: District 1

Recommendation: Approve the Memorandum of Understanding for cooperative planning work among the Cities of Sacramento and West Sacramento, Regional Transit (RT) and the Yolo County Transit District (YCTD) to advance a streetcar project that would operate between downtown Sacramento and the City of West Sacramento.

Contact: Azadeh Doherty, Staff Aide, 808-3137

Presenters: None

Department: Transportation

Division: Planning & Policy

Organization No: 3416

Summary: The MOU establishes the working relationships among the four parties and provides for specific processes so that the parties can proceed with the feasibility study, environmental review and preliminary engineering phases of the streetcar project. The proposed MOU establishes a Policy Steering Committee which will be responsible for the development and approval of goals and objectives, scope of work, milestones and a schedule for the project. The MOU also commissions the Technical Advisory Committee (TAC) which is comprised of staff persons from the City of Sacramento, City of West Sacramento, RT, YCTD, Caltrans and the Sacramento Area Council of Governments (SACOG) to continue its work towards the advancement of the project.

Committee/Commission Action: On April 24, 2006, the Waterfront Advisory Committee received information regarding this project and the proposed MOU.

Background Information:

On October 5, 2005 a report on the use of streetcars in Sacramento and West Sacramento was presented to the Waterfront Advisory Committee (WAC). The goal of the initial streetcar system is to connect the two cities and interface with other transit

modes. At the October meeting, the WAC agreed to act in the following roles in order to support the planning and implementation of a streetcar system:

- (1) as an advocate for a preferred route that links the two sides of the river with some of the major attractions within the waterfront plan area;
- (2) as a subcommittee of the Councils from the two cities; and
- (3) as an advisor and guide in exploring funding options and pursuing a joint report to both City Councils to introduce the streetcar project and the Committee's role in this project.

Subsequent to the WAC meeting and with the direction of both City Councils, staff was authorized to begin work on the development of the starter line streetcar project that will connect the cities of West Sacramento and Sacramento. A TAC comprised of staff from the Cities of Sacramento and West Sacramento, RT, YCTD, SACOG and Caltrans was formed. So far, RT has commissioned two (2) studies on the implementation of streetcar service and provided a preliminary discussion paper on possible different funding approaches.

In March 2006, SACOG's Board awarded \$500,000 in Community Design grants to RT for the first phase of a streetcar feasibility study. The YCTD submitted an allocation request to the California Transportation Commission (CTC) for \$2.25 million in Yolo County State Transportation Improvement Program (STIP) funds and \$250,000 for Sacramento County STIP funds to begin the related environmental and preliminary engineering work associated with this project. The CTC will consider this request at its June meeting. Over the past few months, the two cities and two transit districts have crafted an MOU in order to establish the working relationships among the four parties and also an outline of the related tasks so the parties can proceed with the feasibility study, environmental review, and preliminary engineering phases of the project. On March 16, 2006, an ad hoc meeting of Mayors Heather Fargo and Christopher Cabaldon and transit chairs Roger Dickinson (RT) and Harold Anderson (YCTP) was held. The group agreed to have the Streetcar MOU circulated to the four jurisdictions for consideration.

The MOU allows any of the four parties to withdraw from the MOU after the feasibility study has been completed but before the STIP funds are committed for the environmental and engineering work. In addition, this MOU will establish a Policy Steering Committee and each party will be required to appoint a representative and an alternate to this committee to represent the interest of its respective jurisdiction.

The MOU (Exhibit A) was adopted by the YCTD Board on April 7, the City of West Sacramento on April 19 and the RT Board of Directors on April 24, 2006.

Financial Considerations: The City of Sacramento has not committed any funds toward either the initial feasibility study or the preliminary engineering and environmental work for this project. Currently, no specific source of funding for final

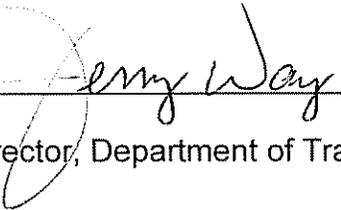
design, construction, vehicles and operation/maintenance costs of the proposed project has been identified.

Environmental Considerations: This report is not considered a project and, therefore, has no environmental impact as stated by the California Environmental Quality Act (Section 15061 (b)(3)).

Policy Considerations: The City of Sacramento fully supports the streetcar project concept and will participate at all levels as long as this project does not compete for funds with the Sacramento Intermodal Transportation Facility or light rail extensions to South Sacramento and the Natomas Area.

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

Respectfully Submitted by: 
Francesca Lee Halbakken
Planning and Policy Manager

Approved by:  Jerry Way
Interim Director, Department of Transportation

Recommendation Approved:

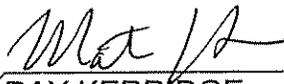

for RAY KERRIDGE
City Manager

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RESOLUTION NO.

Adopted by the Sacramento City Council

May 16, 2006

APPROVING THE MEMORANDUM OF UNDERSTANDING FOR THE WEST SACRAMENTO- SACRAMENTO STREETCAR PROJECT

BACKGROUND

- A. The City of Sacramento, the City of West Sacramento, Regional Transit and the Yolo County Transit District (the "Parties") desire to advance streetcar service between downtown Sacramento and West Sacramento.
- B. Regional Transit was awarded \$500,000 community design grant to conduct a feasibility study for streetcar service between Sacramento and West Sacramento.
- C. The Yolo County Transit District will commit \$2.5 million in STIP funds for a preliminary engineering and environmental review of the streetcar project.
- D. A Memorandum of Understanding is developed which will establish the working relationships among the parties and also an outline of the related tasks so that the parties can proceed with the feasibility study, environmental review and preliminary engineering phases of the streetcar project.

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

- Section 1. The Memorandum of Understanding (MOU) as set forth in Exhibit A is hereby approved and the Mayor will identify a representative and an alternate to serve on the policy Steering Committee for the West Sacramento-Sacramento Streetcar project.
- Section 2. The City Manager is hereby authorized and directed to sign the MOU.

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Exhibit A: Memorandum of Understanding for the West Sacramento-Sacramento Streetcar Project, Exhibit A (8 pages)

Adopted by the City of Sacramento City Council on May 16, 2006 by the following vote:

4/4/06

**MEMORANDUM OF UNDERSTANDING
FOR THE PREPARATION OF A FEASIBILITY STUDY, ROUTE REFINEMENT,
ENVIRONMENTAL ANALYSIS, AND PRELIMINARY ENGINEERING
FOR A SACRAMENTO-WEST SACRAMENTO RAIL TRANSIT PROJECT EXTENSION**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into as of the last date of execution and is between the **City of Sacramento, City of West Sacramento, Sacramento Regional Transit District (RT), and the Yolo County Transportation District (YCTD)**, each Party is also referred to individually as "Local Agency" and collectively as "Local Agencies".

RECITALS

WHEREAS, 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

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, including at least 4,050,000 square feet of new office uses, 857,500 square feet of new retail space, and 5,950 new residential units; 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 associated with said developments; and

WHEREAS, the Local Agencies shall seek Community Design funding, State Transportation Improvement Program (STIP) funding, and funding from other sources to perform planning work, route refinement, environmental analysis, and preliminary engineering for a rail transit project (e.g. light rail or streetcar) from downtown Sacramento to the City of West Sacramento (hereinafter the "Project"); and

WHEREAS, the Local Agencies desire to plan, construct and operate the Project; and

WHEREAS, the 2002 STIP has programmed \$2.5 million to perform certain work associated with a rail extension between Sacramento and West Sacramento; and

WHEREAS, the Metropolitan Transportation Plan (MTP) has identified a West Sacramento Light Rail Transit Extension; and

WHEREAS, the West Sacramento City Council has declared that a streetcar system is a top city priority; and

WHEREAS, the purpose of this MOU is to outline the roles and responsibilities of each

Local Agency for preparation of planning work, route refinement, environmental analysis, and preliminary engineering required for the Project.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. PROJECT OVERSIGHT

1.1 Policy Steering Committee:

The City of Sacramento, City of West Sacramento, RT and YCTD will each appoint one (1) representative and one (1) alternate representative from their respective city councils and boards of directors to serve on the West Sacramento-Downtown Sacramento Transit Corridor Study Policy Steering Committee (Policy Steering Committee). Each Local Agency reserves the right to appoint a second alternate which may be a board or city council member appointed by that agency. Each representative and alternate will serve at the pleasure of the appointing Local Agency. An alternate may serve as a voting member of the Policy Steering Committee in the absence of the representative that represents the same Local Agency as the alternate. The appointments for representative and alternative representative shall occur concurrent with each Local Agency's approval of this MOU.

The Policy Steering Committee shall:

- 1) Develop and approve goals, objectives, scope of work, milestones, and a schedule for the Project; and
- 2) Establish protocols for conducting Policy Steering Committee and Technical Advisory Committee meetings; and
- 3) Determine the roles and responsibilities of each Local Agency, including,
 - a. Selection of a Managing Agency(ies), responsible for overseeing the successful completion of the Project, including day-to-day oversight of consultant services, organizing, coordinating and conducting meetings, and staffing the Policy Steering Committee and Technical Advisory Committee.
 - b. Level of technical assistance each Local Agency shall provide in supporting the Project.
 - c. Levels and timing of financial participation, which decisions shall require unanimous approval from the full Policy Steering Committee. Decisions affecting Local Agency budgets shall be subject to the affected Local Agencies' approval.
- 4) Develop recommendations for an Interagency Agreement between the Local Agencies for the final design, construction, funding, governance, management, and administration of the Project.

- 5) Provide policy direction regarding the planning work, route refinement, environmental analysis, and preliminary engineering required for the Project (collectively hereinafter the "Study").

All Policy Steering Committee decisions shall require approval of at least three of the four Local Agency Committee members. A representative or alternate from at least three of the four Local Agencies must be in attendance to create a quorum of the Policy Steering Committee. The Policy Steering Committee may not act unless a quorum is present when the action is taken. All meetings of the Policy Steering Committee will be posted and conducted in accordance with the Brown Act (Government Code Section 54950 et seq) and must be open to the public.

All Local Agencies agree that all financial commitments, the selection of rail alignments, designs, and station locations shall be subject to affirmation by the affected Local Agencies.

1.2 Technical Advisory Committee (TAC):

Each Local Agency shall identify at least one (1) senior staff member from each Local Agency to meet regularly to assist the Managing Agency in the successful advancement of the Project. Additionally, at least one (1) staff member from SACOG and Caltrans will be invited to participate as ex-officio members.

A Technical Advisory Committee representative or alternate from at least three of the four Local Agencies must be in attendance to create a quorum of the Technical Advisory Committee. All Technical Advisory Committee decisions require a majority vote of a quorum of the Technical Advisory Committee members in attendance at the meeting. The Technical Advisory Committee works with the Managing Agency, but reports to the Policy Steering Committee.

1.3 Managing Agency:

Subject to the direction of the Policy Steering Committee, the Managing Agency shall have responsibility for successful completion of the Project. "Successful completion" shall be defined and determined by the Policy Steering Committee. The Managing Agency shall solicit the input and participation of the other participating Local Agencies to achieve consensus on this Project.

2. AUDIT AND INSPECTION

All Local 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 any representative of any Local Agency to this Agreement upon ten (10) days advance written notice and during normal business hours.

3. INDEMNITY

Pursuant to Section 895.4 of the California Government Code: (1) each Party, as indemnitor, must hold harmless and indemnify every other Party, 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 Party is held liable upon any judgment for damage caused by a negligent or wrongful act or omission occurring in the performance of this Agreement and that Party pays in excess of its share based upon principles of comparative fault, that Party is entitled to contribution from each of the other Parties to the extent of the other Party's comparative fault.

4. WITHDRAWAL AND TERMINATION

Any Local Agency may withdraw from this MOU at any time upon providing thirty (30) days advance written notice to the other Local Agencies. However, by withdrawing, a Local Agency thereby releases any right it may have to claim STIP funds allocated for the Study and its local matching funds contributed therefor, if any, unless the remaining Local Agencies agree to amend this MOU accordingly. This Agreement will terminate upon the acceptance of the feasibility study, environmental analysis, and preliminary engineering report by the Policy Steering Committee, unless this Agreement is extended or terminated earlier by mutual agreement of the Local Agencies.

5. 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 Local Agency may change its name or address for notices at any time by providing notice to all of the other Local Agencies.

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

RT:
Dr. Beverly Scott
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: bscott@sacrt.com

City of West Sacramento:
Toby Ross
City Manager
City of West Sacramento

YCTD:
Terry Bassett
Executive Director
Yolo County Transportation District

1110 West Capitol Avenue
West Sacramento, CA 95691
Phone: (916) 617-4500
Fax: (916) 372-8765
e-mail: Mgr@ci.west-sacramento.ca.us

350 Industrial Way
Woodland CA 95776
Phone: (530) 661-0816
Fax: (530) 661-1732
e-mail: tbassett@yctd.org

6. INITIATION OF SERVICE

This MOU does not commit or authorize any Local Agency to provide transit service within the respective jurisdiction of any other Local Agency, unless this Agreement is amended and revised by agreement of the Parties.

7. AUTHORITY

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

8. TERM

This Agreement shall be effective on _____ and shall terminate on _____ unless otherwise extended or terminated earlier by mutual agreement.

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

City of Sacramento

By: _____ Date: _____
Name:
Title:

City of West Sacramento

By: _____ Date: _____
Name:
Title:

Sacramento Regional Transit District

By: _____ Date: _____
Name:
Title:

Yolo County Transportation District

By: _____
Name:
Title:

Date: _____

