

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: Mqr@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: _____
Name:
Title:

Date: _____

City of West Sacramento

By: _____
Name:
Title:

Date: _____

Sacramento Regional Transit District

By: _____
Name:
Title:

Date: _____

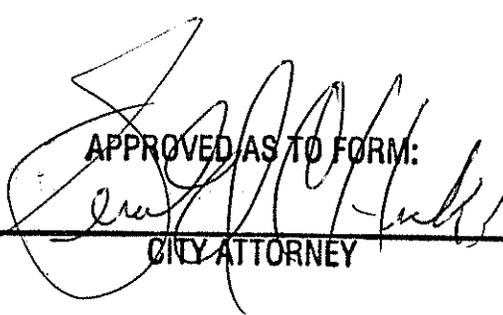
Yolo County Transportation District

By: _____

Date: _____

Name:
Title:

APPROVED AS TO FORM:



CITY ATTORNEY