



## SACOG Board of Directors

November 29, 2012

### **Authorize the Chief Executive Officer to Enter into a Memorandum of Understanding for Planning the Downtown/ Riverfront Transit Project**

**Issue:** A Memorandum of Understanding (MOU) has been developed to guide the planning of the Downtown/ Riverfront Transit Project being led by SACOG.

**Recommendation:** The Transportation Committee recommends that the Board authorize the Chief Executive Officer to enter into a Memorandum of Understanding (MOU) for planning the Downtown/Riverfront Transit Project.

**Committee Action/Discussion:** The purpose of this MOU (attached) is to facilitate the continued planning of a transit improvement project linking downtown Sacramento and West Sacramento within the corridor defined by two prior studies, the Downtown/Riverfront Streetcar Feasibility Study and the Sacramento Streetcar Planning Study. The work is being led by SACOG as a Sponsoring Agency, four Participating Agencies (City of Sacramento, City of West Sacramento, the Sacramento Regional Transit District, and the Yolo County Transportation District) and by Caltrans, which is not a party to the MOU. The MOU establishes roles for two project oversight groups: a Policy Steering Committee (PSC) comprised of elected officials and business/development representatives who set overall policy direction, and a Project Management Team (PMT) comprised of staff representatives from the involved agencies who oversee the technical and planning work. At their September 5 meeting, the PSC endorsed the MOU developed by the PMT and recommended it for adoption by the involved agencies.

The current work is focused on preparing a technically sound and competitive application for federal funding for a transit project that serves West Sacramento and Sacramento in the downtown/riverfront to 19<sup>th</sup> Street corridor. In support of this effort, the involved agencies have secured \$1.2 million of Federal Transit Administration (FTA) flex funds and the required local and other matching funds to move forward with the current work. A consultant team led by Fehr & Peers was hired in July to lead the current phase of the project work.

The current intent of the PSC is to complete the initial planning work and pursue a Federal Transit Administration (FTA) funding application that will be completed in accordance with applicable FTA guidance. The application and associated analyses will describe the transportation, land use, and economic development benefits to both cities and the region. At the completion of the first phase of this Project, the intent will be to have the Participating Agencies adopt the proposed concept and plan as the Locally Preferred Alternative (LPA) and then have SACOG adopt the LPA into the Metropolitan Transportation Plan (MTP) / Sustainable Communities Strategy (SCS). Following adoption of the LPA, the Participating Agencies will prepare and submit an application to advance to the next phase of the FTA federal funding process.

Approved by:

Mike McKeever  
Chief Executive Officer

MM:MC/gg  
Attachment

Key Staff: Kirk Trost, Legal Counsel and Chief Operating Officer, (916) 340-6210  
Matt Carpenter, Director of Transportation Services, (916) 340-6276

**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. Both 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. Both 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](mailto:jshirey@CityofSacramento.org)

### Regional Transit:

Michael R. Wiley  
General Manager/CEO  
Sacramento Regional Transit District  
P.O. Box 2110 (1400 29th Street)  
Sacramento CA 95812-2110  
Phone: (916) 321- 2989  
Fax: (916) 444-2156  
*e-mail:* [mwiley@sacrt.com](mailto: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](mailto: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](mailto: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](mailto: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, 2<sup>nd</sup> Floor  
Sacramento, CA 95814

*Regional Transit:*

Asst. General Manager of Planning  
and Transit System Development  
Sacramento Regional Transit District  
P.O. 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 Transportation District:*

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

*SACOG:*

Chief Operating Officer  
SACOG  
1415 L Street, Suite 300  
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: \_\_\_\_\_