

DATE: October 25, 2021

TO: Sacramento Regional Transit Board of Directors

FROM: Laura Ham, VP, Planning and Engineering

SUBJ: CONDITIONALLY DELEGATING AUTHORITY TO THE GENERAL MANAGER/CEO TO EXECUTE THE FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING FOR PILOT PUBLIC TRANSIT ROUTE BETWEEN DAVIS AND SACRAMENTO (THE "CAUSEWAY CONNECTION" BUS ROUTE)

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

The recommended action will conditionally delegate authority to the General Manager/CEO to execute an amendment to the existing Memorandum of Understanding (MOU) with the Yolo County Transportation District (YCTD) and the University of California, Davis (UC Davis) for operations and maintenance of the Causeway Connection bus service to allow SacRT to operate the entirety of the service for approximately eight months, with an estimated start date of on or around December 13, 2021, with an option to extend the period, if desired by both SacRT and YCTD.

FISCAL IMPACT

The Causeway Connection service is paid for by UC Davis and a Congestion Mitigation and Air Quality (CMAQ) grant. Under the existing MOU, the service is operated jointly by SacRT and YCTD, with operations and funding split 50/50. The amendment would allow SacRT to operate the entirety of the service and receive the entirety of the funds from UC Davis. The MOU amendment would be conditioned on SacRT also amending the CMAQ grant agreement to allow the entirety of funds to go to SacRT for the same period and to reflect the fact that a portion of the service will be operated with CNG buses to ensure that SacRT will be in no worse financial position than if it were operating only 50% of the service as contemplated.

DISCUSSION

The Causeway Connection bus service was launched on May 4, 2020 and operates hourly between Sacramento and Davis on weekdays. It is operated jointly by SacRT and

YCTD and the fleet consists of 12 Proterra battery electric buses that were paid for by Electrify America as part of a nationwide legal settlement with Volkswagen.

Due to the nationwide shortage of transit operators, YCTD sought assistance from SacRT to relieve staffing shortages by transferring to SacRT operations of the Causeway Connection for a limited period of time. SacRT staff reviewed the ramifications of such a change and believes SacRT can assist under the terms and conditions in the amendment.

Key issues and considerations are as follows:

- <u>SacRT Staffing</u> Taking on the entirely of the service would add approximately 14 hours and 46 minutes of work to each weekday. Staff believes this work can be filled without unduly affecting other routes.
- <u>Start Date</u> YCTD would like to begin the transfer as soon as reasonably possible; however, YCTD has indicated that the transition is not urgent and they are able to cover the work with existing resources at this time. The transition to SacRT will allow YCTD to implement deferred service improvements and further protect its service. Therefore, to ensure the financial viability of assuming this responsibility, SacRT staff recommends first confirming that the CMAQ grant agreement is amended prior to moving forward. Allowing for those discussions with grantors, plus subsequent time to implement the transition, staff estimates a start date of December 13, 2021.
- <u>End Date</u> SacRT would prefer, if it assumes the entirety of the service, to operate it for a reasonably long period of time, to avoid excessive changes to operating practices. The end date of August 20, 2022 coincides with the end of one of SacRT's regular operator bid periods, which makes it a convenient time to end this arrangement.
- <u>Extension</u> If, near the end of the term, YCTD would like to extend the period of exclusive SacRT operation of the service, the amendment would allow YCTD to make a timely request for an extension and for the SacRT General Manager/CEO to agree to an extension, under the same financial arrangement, up to the MOU termination date of May 3, 2023.
- <u>Schedule</u> The schedule would be unchanged from a customer standpoint. All trips would continue to operate as they do under the existing schedule, except that they would be entirely operated by SacRT.
- <u>Customer Assistance</u> Currently, customers with questions about late buses are directed to call whichever agency operates the trip in question, according to the published schedule. With SacRT operating all trips, customers would be directed to simply call SacRT.
- <u>Fleet</u> To the extent possible, SacRT will operate the service with its six Proterra electric buses; however, in assuming full operation of the service, SacRT will have to provide some of the service with a standard CNG bus. YCTD offered to lend SacRT its Proterra buses; however, there would be concerns with both liability and interoperability of equipment (e.g., radios, video cameras, vehicle locators,

passenger counters, farebox vaults, etc.). This change will be addressed in the CMAQ grant amendment.

- <u>Customer Alerts</u> Alerts to customers are currently sent by YCTD, through YCTD's messaging service and an operating procedure their supervisors are trained on. The parties would continue with this arrangement, with alerts originating from SacRT but being transmitted to customers by YCTD.
- <u>Billing Process</u> The amendment may also simplify the billing, without materially altering the amount billed to UC Davis on a pro-rata, per-trip basis.

Page 3 of 3

RESOLUTION NO. 21-10-0121

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

October 25, 2021

CONDITIONALLY DELEGATING AUTHORITY TO THE GENERAL MANAGER/CEO TO EXECUTE THE FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING FOR PILOT PUBLIC TRANSIT ROUTE BETWEEN DAVIS AND SACRAMENTO (THE "CAUSEWAY CONNECTION" BUS ROUTE)

WHEREAS, the Sacramento Regional Transit District (SacRT), Yolo County Transportation District (YCTD), and University of California, Davis (UC Davis) executed a Memorandum of Understanding for Pilot Public Transit Route Between Davis and Sacramento (The "Causeway Connection" Bus Route) on May 4, 2020 providing for joint operation by SacRT and YCTD of bus service between Davis and Sacramento, provision of operating funds from UC Davis, and sharing between SacRT and YCTD of Congestion Mitigation and Air Quality (CMAQ) operating funds; and

WHEREAS, the parties desire for SacRT to temporarily operate the entirety of the service, to help relieve an operator shortage at YCTD; and

WHEREAS, the parties desire for SacRT to receive the entirety of the UC Davis and CMAQ operating funds for the service for the period where SacRT would operate the entirety of the service;

NOW, THEREFORE, 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 execute the First Amendment to the Memorandum of Understanding for Pilot Public Transit Route Between Davis and Sacramento (The "Causeway Connection" Bus Route), allowing SacRT to operate the entirety of the service, for UC Davis and CMAQ funds for the service to flow entirely to SacRT for a period of approximately eight months beginning on or around December 13, 2021 and ending on or around August 20, 2022, conditioned upon execution of an amendment to the CMAQ grant agreement to allow SacRT to claim all funds for operation of the Causeway Connection service and allow for operation of a portion of the Causeway Connection service with CNG rather than electric buses; and

THAT, the General Manager/CEO is hereby authorized to approve an extension of the exclusive SacRT operation of the Causeway Connection, if requested in a timely manner by YCTD, for a period up to and including May 3, 2023.

STEVE MILLER, Chair

ATTEST:

HENRY LI, Secretary

Ву:_____

Tabetha Smith, Assistant Secretary