



Sacramento Regional Transit District

BOARD MEETING NOTICE TO THE PUBLIC

In compliance with directives of the County, State, and Centers for Disease Control and Prevention (CDC), this meeting is live streamed and closed to the public. Temporary procedures are subject to change pursuant to guidelines related to social distancing and minimizing person-to-person contact.

**SacRT Board Meetings are being streamed live at
<http://iportal.sacrt.com/iapps/srtdbm/>**

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**Members of the public are encouraged to submit written public comments relating to the attached Agenda no later than 2:00 p.m. on the day of the Board meeting
at
Boardcomments@sacrt.com**

**Please place the Item Number in the Subject Line of your correspondence.
Comments are limited to 250 words or less.**



Sacramento Regional Transit District Agenda

BOARD MEETING
5:30 P.M., MONDAY, MARCH 22, 2021
VIRTUAL MEETING

ROLL CALL — Directors Budge, Harris, Howell, Hume, Jennings, Kennedy, Nottoli, Schenirer, Serna, Valenzuela and Chair Miller

Alternates: Directors Kozlowski, Nguyen, Sander, Schaefer

1. PLEDGE OF ALLEGIANCE

2. CONSENT CALENDAR

- 2.1 Motion: Approval of the Action Summary of March 8, 2021
- 2.2 Resolution: Approving a Mutual Aid Agreement with the Yolo County Transportation District (L. Ham)
- 2.3 Resolution: Approving the Amended and Restated the Transfer Agreement with the Yolo County Transportation District (B. Bernegger)
- 2.4 Resolution: Approving the Ninth Amendment to the Personal Services Contract with Robin Haswell for Capital Project Management and Coordination Services (S. Valenton)
- 2.5 Resolution: Approving the First Amendment to the Contract for Bond Counsel and Disclosure Counsel with Kutak Rock LLP (B. Bernegger)
- 2.6 Cellular Voice and Data Services Contracts (S. Valenton)
 - A. Resolution: Ratifying Contract for Cellular Services under Naspo Valuepoint 1907; and
 - B. Resolution: Delegating the Authority to the General Manager/CEO to Bind SacRT to Contracts for Cellular Voice and Data Services with Cellco Partnership dba Verizon Wireless under a State of California Master Agreement
- 2.7 Resolution: Conditionally Approving a Three-Year Extension of the Collective Bargaining Agreement with the Amalgamated Transit Unit, Local 256 for the Elk Grove Service Line (S. Valenton)

3. **INTRODUCTION OF SPECIAL GUESTS**
4. **UNFINISHED BUSINESS**
5. **PUBLIC HEARING**
6. **PUBLIC ADDRESSES BOARD ON MATTERS NOT ON THE AGENDA***
7. **NEW BUSINESS**
8. **GENERAL MANAGER'S REPORT**
 - 8.1 General Manager's Report
 - a. SacRT Meeting Calendar
9. **REPORTS, IDEAS AND QUESTIONS FROM DIRECTORS, AND COMMUNICATIONS**
10. **CONTINUATION OF PUBLIC ADDRESSES BOARD ON MATTERS NOT ON THE AGENDA (If Necessary)**
11. **ANNOUNCEMENT OF CLOSED SESSION ITEMS**
12. **RECESS TO CLOSED SESSION**
13. **CLOSED SESSION**
14. **RECONVENE IN OPEN SESSION**
15. **CLOSED SESSION REPORT**
16. **ADJOURN**

*NOTICE TO THE PUBLIC

It is the policy of the Board of Directors of the Sacramento Regional Transit District to encourage participation in the meetings of the Board of Directors.

This agenda may be amended up to 72 hours prior to the meeting being held. An Agenda, in final form, is located by the front door of Regional Transit's building at 1400 29th Street, Sacramento, California, and is posted on the SacRT website.

The Regional Transit Board of Directors Meeting is being videotaped. A replay of this meeting can be seen on Metrocable Channel 14 and will be webcast at www.sacmetro.cable.tv on Monday, March 29th @ 2:00 p.m. and Tuesday, March 30 @ 2:00 p.m.

Any person(s) requiring accessible formats of the agenda should contact the Clerk of the Board at 916/556-0456 or TDD 916/483-4327 at least 72 business hours in advance of the Board Meeting.

Copies of staff reports or other written documentation relating to each item of business referred to on the agenda are on SacRT's website, on file with the Clerk to the Board of Directors of the Sacramento Regional Transit District. Any person who has any questions concerning any agenda item may call the Clerk to the Board of Sacramento Regional Transit District.



STAFF REPORT

DATE: March 22, 2021
TO: Sacramento Regional Transit Board of Directors
FROM: Cindy Brooks, Clerk to the Board
SUBJ: APPROVAL OF THE ACTION SUMMARY OF MARCH 8, 2021

RECOMMENDATION

Motion to Approve.

**SACRAMENTO REGIONAL TRANSIT DISTRICT
BOARD OF DIRECTORS
BOARD MEETING
March 8, 2021**

ROLL CALL: Roll Call was taken at 5:30 p.m. PRESENT: Directors Budge, Harris, Howell, Hume, Jennings, Kennedy, Nottoli, Schenirer, Serna, Valenzuela, and Chair Miller.

1. PLEDGE OF ALLEGIANCE

2. CONSENT CALENDAR

- 2.1 Motion: Approval of the Action Summary of February 22, 2021
- 2.2 Resolution: Awarding a Contract for Janitorial Supplies - Facilities to Elite Supply Source, Inc. (L. Ham)
- 2.3 Resolution: Delegating Authority to the General Manager/CEO to Reject Settlement Offers in Excess of General Manager/CEO's Settlement Authority (O. Sanchez-Ochoa)

Director Budge moved, Director Howell seconded approval of the consent calendar as written. Motion was carried by roll call vote. Ayes: Directors Budge, Harris, Howell, Hume, Jennings, Kennedy, Nottoli, Schenirer, Serna, Valenzuela, and Chair Miller. Noes: None; Abstain: None; Absent: None.

3. INTRODUCTION OF SPECIAL GUESTS

4. UNFINISHED BUSINESS

5. PUBLIC HEARING

6. PUBLIC ADDRESSES BOARD ON MATTERS NOT ON THE AGENDA

The Clerk read two public comments into the record from:

Jeffery Tardaguila – In summary, Mr. Tardaguila talked about the SacRT calendar; wanted to know more about future rail service and stations; low floor light rail vehicles; transit oriented development; wants better public transit; and wanted to know what the Board is doing for the October statewide transit meetings.

Mike Barnbaum – In summary, Mr. Barnbaum provided information on the Yolo County Transportation District meeting of March 8; the San Joaquin JPA future meeting on March 8, 2021 Action Summary

March 26th; SacRT service changes on April 4 and 5; and noted that he will focus on an 11-year anniversary of the Board on March 22nd.

7. NEW BUSINESS

7.1 Workshop: City of Elk Grove (Transit Service) Annexation to SacRT (L. Ham/B. Bernegger)

Laura Ham provided a progress update on annexation efforts for transit services with the City of Elk Grove (City) highlighting the significant benefits of annexation including positions the district more strongly for transit-related grant funding, regional paratransit service, enhancements in service delivery and customer satisfaction, simplified regional fare structure, operational efficiency, continued improved wages and benefits for employees and continued SacRT Board of Directors representation. The target date for annexation is July 1, 2021. A detailed transition plan with the City will provide further financial and administrative function transfers. SacRT has agreed to maintain a proportionate share of service and no changes to City transit services for the first year. The City will retain significant control of service changes; emergency service changes are permitted, preserving current fare structure for at least 6 months, and a Rider Task Force will be established. As it relates to minor service changes, the Elk Grove City Manager has the authority to approve/disapprove of those changes. Under the current proposal, major changes proposed by SacRT would require a meet and confer process in addition to the SacRT Board approval process. The City may request service changes during the 4-year period. The agreement also assumes a gradual return to pre-COVID service levels for City transit service.

Brent Bernegger explained that the agreement is structured so that Elk Grove transit related funds, assets and revenues will be transferred to SacRT and SacRT would be obligated to pay any liabilities and costs associated with providing the transit service upon annexation. SacRT will commit a reasonable proportionate share of Future Sales Tax Measure allocations including commitment for light rail extension, zero emission vehicle replacement and other service improvements. SacRT will lease the transit facility at the City's corporation yard and City will use these funds to address the Negative Transit Fund Balance of \$3.58 million. SacRT will provide the City approximately \$98,000 per year for Transit Administration/Transit Improvements plus or minus with TDA fluctuations. SacRT expects to break even over a five-year period.

Mr. Bernegger stated that SacRT Staff are looking to work with City Staff to work out a few more items. Once those items have been worked out there may be a need to have a 2 x 2 meeting of the City of Elk Grove Councilmembers and SacRT Board members, so that Staff can bring the item back to the SacRT for adoption at the March 22 Board meeting.

Director Hume noted that the final sticking points seems to be Elk Grove's ability to assure transit equity within the Elk Grove jurisdiction once they get absorbed into the Regional Transit District. Director Hume wanted to know if there is a potential for

agreeing to language to resolve these issues. Laura Ham indicated that the staffs are close to reaching agreement on the specific language noting that Elk Grove would maintain primary authority related to service changes in the first 4-year period. SacRT has asked for a meet and confer process under certain circumstances going forward, and the staffs are discussing the details of that language, but Ms. Ham believes that all will reach agreement on the specific language.

Mr. Li noted that his has been a 4-year journey, and an intensive and happy process because this annexation does something great for the region. The SacRT Board will treat all member entities equally, and there should not be a concern from his perspective.

Director Howell inquired as to the negative fund balance on Elk Grove's balance sheet, and whether Elk Grove had made adjustments for service prior to this point. Director Hume indicated that the negative fund balance was from the previous Elk Grove administration choosing to use hybrid buses that were prone to having thermal incidents on the freeway. Director Hume noted that the City has been paying the balance down.

Director Howell noted only minor issues since the annexation of Folsom transit services to SacRT. When issues arose, SacRT was contacted and the issues were quickly resolved. She also indicated that the ridership in Folsom is very happy. Chair Miller also noted that Citrus Heights is happy with annexing their transit service to SacRT.

Chair Miller inquired as to whether the Elk Grove buses would be branded as SacRT buses. Laura Ham indicated that the buses will be branded as SacRT buses noting that the livery of wraps will happen over time as vehicles are replaced.

The Clerk read two public comments into the record from:

Helen O'Connell and Mike Barnbaum

8. GENERAL MANAGER'S REPORT

- 8.1 General Manager's Report
 - a. Capitol Corridor JPA Meeting – February 17, 2021 (Harris/Miller)
 - b. SacRT Meeting Calendar

Mr. Li noted that SacRT started providing free rides for COVID-19 vaccines within SacRT's service area on March 1, and continues to fog, sanitize, and clean its vehicles, enforce mask wearing and social distancing. SacRT has added temperature check stations at 11 key facilities and employees have been required to get a temperature checks before entering a SacRT facility for over a year.

As of March 8th, SacRT launched its second online rider survey to gauge rider readiness to come back to transit and find out more information about its current riders. The survey can be accessed on SacRT's website and has been shared with Board members

and SacRT's partners to help promote the survey.

SacRT will hold a virtual ADA paratransit open house on March 11 with two sessions. The meeting will be recorded for those that cannot attend and will be added to the SacRT GO website with closed captioning available.

Moody's has completed its S&P Global Rating and Mr. Li congratulated the Finance staff, the SacRT Board, and strong fiscal policies for this good rating from Moody's. Additionally, Mr. Li thanked SacRT's congressional delegation for their leadership in passing the American Rescue Plan Act, and the \$1.9 trillion relief package which included \$30 billion for public transit nationwide.

SacRT's Real Estate Department has completed the sale of 2220 Cemo Circle in Gold River. The property was sold to USA Properties Fund and SacRT will receive \$2.125 million from the sale. SacRT also finalized the transfer of the Del Rio Trail to the City of Sacramento. Ten parcels were transferred as part of the old rail corridor between Sutterville Road and just past Meadowview. Construction of new student housing continues on the former site at the University/65th bus transit center. Significant progress has been made on the construction of 223 housing units. The Sacramento Municipal Utility District (SMUD) approved a development for their 59th Street Reuse Project to be named Sac 59. SMUD's proposed Sac 59 development includes 108 single family homes with 770 multi-family homes. A key component of the project includes relocating the 59th Street light rail station to the west.

Director Harris noted that the City of Sacramento has been working with SacRT to develop transit-oriented development (TOD) opportunities for years. The Symphony 65 development is progressing nicely which will help create the feeling of a University Village around Sacramento State. The SMUD 59th opportunity is the next best TOD possibility in the region right now.

Director Valenzuela inquired as to whether outreach for future service is being done in multiple languages. Devra Selenis indicated that staff is producing the survey in other languages. Director Valenzuela asked to receive information to use in promoting the survey. Ms. Selenis offered to get the information translated for Director Valenzuela, and will provide her with the materials. Director Valenzuela asked if SacRT has the ability to track the language interpretation. Ms. Selenis indicated that the Customer Service team uses a third-party translator to work with any customer in any language. Director Valenzuela asked to get the data of the number of customers that use the third-party translator.

Director Jennings congratulated the SacRT team for offering free rides for COVID-19 vaccines. Director Jennings offered to get the word out about the free rides. Director Jennings asked for a report back on the ridership numbers of those that used the free rides for vaccines, and asked what the Board could do to help get the word out to get more people involved and engaged. Mr. Li indicated that staff would share the materials with the Board, and provide a report back with the ridership numbers. Director

Jennings also would like to see SacRT buses wrapped with the promotional material about the free rides to vaccines.

9. **REPORTS, IDEAS AND QUESTIONS FROM DIRECTORS, AND COMMUNICATIONS**
10. **CONTINUATION OF PUBLIC ADDRESSES BOARD ON MATTERS NOT ON THE AGENDA (If Necessary)**
11. **ANNOUNCEMENT OF CLOSED SESSION ITEMS**

The Clerk announced that the Closed Session item was being pulled from the agenda.

12. **RECESS TO CLOSED SESSION**

13. **CLOSED SESSION**

13.1 Conference with Legal Counsel
Pursuant to Gov. Code Section 54956.9
Existing Litigation

- a. Stephen Drummond v. SacRT
Case Number 34-2020-00282569

14. **RECONVENE IN OPEN SESSION**

15. **CLOSED SESSION REPORT**

16. **ADJOURN**

As there was no further business to be conducted, the meeting was adjourned at 6:22 p.m.

STEVE MILLER, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Cindy Brooks, Assistant Secretary

March 8, 2021 Action Summary



STAFF REPORT

DATE: March 22, 2021
TO: Sacramento Regional Transit Board of Directors
FROM: Laura Ham, VP, Planning and Engineering
SUBJ: MUTUAL AID AGREEMENT WITH YOLO COUNTY TRANSPORTATION DISTRICT (YCTD)

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

If the Board approves this Agreement, SacRT and YCTD will be authorized to provide mutual aid to the other by lending equipment, supplies, and/or personnel necessary to respond to an emergency. The Agreement also provides a methodology for reimbursing the lending party for use of their equipment, supplies and personnel.

FISCAL IMPACT

None as result of this action.

DISCUSSION

In Fall 2020, YCTD approached SacRT to discuss the possibility of entering into a Mutual Aid Agreement (Agreement). The purpose of the Agreement would be to provide a framework within which SacRT and YCTD could provide voluntary mutual assistance to each other to ensure public transportation services could continue to the maximum practical extent in the event of an emergency. The types of emergencies covered by the Agreement include fires, floods, earthquakes, pandemics, acts of terrorism, major accidents, road closures, planned power shut-offs, and any other emergency that could interrupt normal public transit services. Over the course of the last several months, YCTD and SacRT staff have negotiated the terms of a mutual aid agreement that is beneficial to both agencies, while providing appropriate protections to each. On Monday, March 8, 2021, the YCTD Board approved the Agreement.

Under the Agreement, in the event of an emergency that could result in the interruption of service, either party may request assistance from the other party. The borrowing entity may request that the lending entity provide them with transit vehicles and other equipment, vehicle operators, maintenance workers and supervisors, and services and supplies required to operate and maintain the vehicles. Additionally, the agreement authorizes the ability to access critical equipment such as Compressed Natural Gas (CNG) fueling facilities, bus electric charging systems, electric buses, CNG buses,

paratransit vehicles, and special tools, diagnostic equipment or other items needed to maintain and operate any of the specialized equipment listed.

Because each entity remains liable for any worker's compensation claims that could arise during the emergency, any personnel that is loaned will continue to be managed and directed by SacRT supervisors. If either SacRT or YCTD need to borrow operators, mechanics, or other frontline staff, SacRT or YCTD will provide the appropriate number of supervisors who will directly manage and supervise front line workers, upon receiving general direction from the borrowing entity. The intent of this structure is to assist each entity in controlling its worker's compensation exposure by ensuring that workplace safety rules implemented by either entity are followed.

To ensure that the lending entity is made financially whole for costs it incurred in complying with the Agreement, the Agreement provides for the manner in which the lending entity will be reimbursed for the use of its equipment, staff or supplies. Generally, reimbursement under the Agreement is based on the actual labor, supply and equipment costs incurred by the lending organization. Additionally, each party will be liable for its own negligence and will indemnify the other entity to the extent of their own negligence. Each party is also required to maintain specified levels of general liability, worker's compensation, property, and business automobility liability insurance.

Further, the Agreement specifies that each entity must put its own needs and those of its customers first and is not obligated to assist the other, if doing so places its service at peril. Consequently, providing mutual aid to each other will not result in the lending organization sacrificing its own ability to continue to operate. The Agreement recognizes that SacRT has a unionized workforce and its ability to provide personnel is contingent upon SacRT negotiating and reaching agreement with its unions. The Agreement also recognizes that YCTD's workforce is largely provided by a third-party contractor. As such, the Agreement states that YCTD's ability to provide personnel under the Agreement is contingent upon YCTD negotiating and reaching agreement with its contractor to provide staff.

The proposed Agreement is a positive partnership between SacRT and YCTD to ensure that if there is an emergency, either entity will be positioned to immediately provide aid to the other, thereby ensuring that critical transit services continue without or with minimal interruption. Establishing the terms upon which aid will be provided before an emergency actually takes place, makes it possible to immediately jump into action if such aid is every needed. Staff recommends that the Board approve the Mutual Aid Agreement between SacRT and YCTD.



STAFF REPORT

DATE: March 22, 2021
TO: Sacramento Regional Transit Board of Directors
FROM: Brent Bernegger, VP, Finance/CFO
SUBJ: APPROVING THE AMENDED AND RESTATED TRANSFER AGREEMENT WITH THE YOLO COUNTY TRANSPORTATION DISTRICT

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

The recommended action will amend and restate the transfer agreement with Yolo County Transportation District (YCTD) to simplify the reimbursement formula and incorporate provisions for electronic media.

FISCAL IMPACT

There is no anticipated fiscal impact related to the changes in the proposed amendment to the transfer agreement with YCTD. While there are proposed changes to the billing structure within the agreement, the changes were made to simplify administration, are based on historical data, and are not expected to impact future revenues if the proposed resolution is adopted.

DISCUSSION

SacRT and YCTD entered into the most-recent transfer agreement in 2009. The agreement allows passengers who hold SacRT fare media to ride YCTD services (excluding YCTD Express services) at no additional cost to the passenger. This has been a well-utilized agreement over the years and remains so to this day.

The 2009 transfer agreement language carried forward a methodology in place since 1991 for SacRT and YCTD to share revenues for individuals who rode both systems. This is accomplished by periodically surveying passengers on their usage of both systems and applying complex mathematical formulas to ridership data. Administration of the transfer agreement is burdensome to both SacRT and YCTD as it is currently written. Passenger surveys are required every 6 months and auditing of the invoices is becoming more and more complex as SacRT's fare structure evolves.

In addition to the complexities and administrative burdens above, there is currently no allowance for YCTD acceptance of SacRT-branded electronic fares. YCTD is working towards completing an agreement with ByteMark to introduce ZipPass on YCTD services.

Under the current transfer agreement, ZipPass users who hold SacRT daily and monthly passes are not be able to use those passes on YCTD services in the same manner as equivalent paper passes are used.

The amendment to the transfer agreement as proposed focuses on two things; adding allowances for eligible electronic fares to be used on both systems and simplifying the formulas for calculating reimbursement for use of SacRT daily, monthly and group passes.

When considering how to best simplify the transfer agreement reimbursement language, Staff analyzed the past 3 fiscal years of transfer agreement data. We learned that despite ridership fluctuations and changes to the fare structure, the reimbursement amount due to YCTD was very consistent if viewed from a fee-per-ride perspective. In fact, the fee per ride varied by only 3 cents between the highest quarter (\$0.73) and the lowest quarter (\$0.70) pre-COVID. Post-COVID staff noticed a reduction in the per ride fee, but the range was still quite small and growing slowly (\$0.63-\$0.65).

Based on this information, Staff proposed to YCTD an escalating fee over the next several fiscal years. The fee amount as proposed is shown below in table 1:

Table 1

Fiscal Year	Reimbursement Rate
FY21 (Apr-Jun)	\$0.67
FY22	\$0.69
FY23	\$0.71
FY24	\$0.73
FY25 and beyond	\$0.75

It is important to note that there are no proposed changes to sections governing direct reimbursement for unused single ride and daily passes. SacRT will continue to reimburse YCTD the full-face value for paper SacRT single-ride tickets and unvalidated daily passes used on YCTD services. SacRT's electronic single-ride ticket will not be usable on YCTD service other than the jointly-operated Causeway Connection, as the expectation is that riders will purchase single-ride tickets specifically for YCTD service through the YCTD ZipPass storefront.

Staff recommends that the Board adopt the attached Resolution to amend and restate the transfer agreement with YCTD.

RESOLUTION NO. 21-03-0017

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

March 22, 2021

**APPROVING THE AMENDED AND RESTATED TRANSFER AGREEMENT WITH
THE YOLO COUNTY TRANSPORTATION DISTRICT**

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the amended and restated Transfer Agreement between Sacramento Regional Transit District and Yolo County Transportation District, whereby the reimbursement formula is modified, and provisions are added for the acceptance of electronic prepaid fare media, is hereby approved.

THAT, the Chair and General Manager are hereby authorized and directed to execute the foregoing amended and restated transfer agreement.

STEVE MILLER , Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Cindy Brooks, Assistant Secretary

RESOLUTION NO. 21-03-0016

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

March 22, 2021

**MUTUAL AID AGREEMENT WITH YOLO COUNTY TRANSPORTATION DISTRICT
(YCTD)**

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the Board hereby approves the Mutual Aid Agreement between Sacramento Regional Transit District and Yolo County Transportation District, wherein the terms and conditions under which either party will provide aid to the other in the event of an emergency are set forth, is hereby approved; and

THAT, the General Manager/CEO is hereby authorized to execute said Mutual Aid Agreement.

STEVE MILLER, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Cindy Brooks, Assistant Secretary



STAFF REPORT

DATE: March 22, 2021

TO: Sacramento Regional Transit Board of Directors

FROM: Shelly Valenton, VP, Integrated Services and Strategic Initiatives/Chief of Staff

SUBJ: APPROVING THE NINTH AMENDMENT TO THE PERSONAL SERVICES CONTRACT WITH ROBIN HASWELL FOR CAPITAL PROJECT MANAGEMENT AND COORDINATION SERVICES

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

The Ninth Amendment to the Contract will provide Information Technology the ability to continue to perform project coordination, logistical support and vendor management for Sacramento Regional Transit District (SacRT) technology and security projects through June 30, 2021.

FISCAL IMPACT

Full funding for the PSC Contract extension is budgeted and included in the Information Technology operations budget at \$38.00 per hour, or \$79,040 annually. This amendment to the contract will increase total Contract consideration by \$20,960 from \$567,040 to \$588,000.

DISCUSSION

Under the General Manager/CEO's authority, SacRT entered into a Contract with Robin Haswell on March 29, 2013 for capital improvement project coordination and assistance with SacRT's California Proposition 1B Transit Security (P1B-TSGP) grant projects and initiatives.

SacRT has benefitted dramatically from the P1B-TSGP program since its inception in 2006. The Prop 1 B program has funded over two dozen vital technology, security, and communications projects for the District. These projects include digital security cameras and video recorders installed on SacRT bus and light rail vehicles, station improvement consisting of passenger information systems such as light rail station digital messaging signs, and a public address system providing public announcement capabilities, computer aided dispatching and automated vehicle location (CAD-AVL) systems for bus which has enhanced SacRT's Operations and upgrades to SacRT desktop and server environments.

The P1B-TSGP program is expected to expire March 29, 2021 and SacRT currently has four active P1B-TSGP technology and security projects in progress scheduled to be completed prior to this expiration including:

-) Replacement/ Upgrade IT Desktop/ Server environment (H021 & T025)
-) Handheld Devices – Smart Card (T022)
-) Millennium Door Access Upgrade (T018)

Projects where funding expires on March 31, 2021 requires that the projects be fully closed in their entirety by June 30, 2021. Ms. Haswell will be working on a reduced schedule to complete the close out of the P1B-TSGP projects and transition additional support duties to other staff within the IT department. Therefore, SacRT continues to need assistance from Ms. Haswell to maintain continuity and ensure these projects are appropriately managed, completed and timely closed out successfully. The Ninth Amendment also modifies the scope of work to focus Ms. Haswell's responsibilities to those related to the close out of the P1B-TSGP projects.

Staff recommends that the Board approve the Ninth Amendment to the PSC contract increasing the total Contract consideration by \$20,960, from \$567,040 to \$588,000, the scope of work is modified, and extending the term of the Contract to June 30, 2021.



STAFF REPORT

DATE: March 22, 2021
TO: Sacramento Regional Transit Board of Directors
FROM: Brent Bernegger, VP, Finance/CFO
SUBJ: APPROVING THE FIRST AMENDMENT TO THE CONTRACT FOR BOND COUNSEL AND DISCLOSURE COUNSEL WITH KUTAK ROCK LLP

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the attached Resolution will increase the total contract consideration and amend the scope of work to include additional legal work necessary to incorporate a secondary pledge for the 2012 Farebox Revenue Refunding Bonds transaction.

FISCAL IMPACT

There is an increase in cost of \$42,500 for the additional legal work necessary to include a pledge of Local Transportation Funds (LTF) revenues in the bond indenture document and all other required disclosures. There is also legal work required on the US Bank Line of Credit (LOC) agreement to allow the parity pledge of the LTF revenues.

Original Bond/Disclosure Firm Fixed Fee	\$95,000
Direct Costs and Public Finance	
Legal Advisory Services	<u>\$30,000</u>
Original Total Contract Value	\$125,000
Firm Fixed Fee Increase for Scope Change	<u>\$42,500</u>
Amended Total Contract Value	\$167,500

The cost of \$137,500 (\$95,000+\$42,500) is not an operating cost and will be paid from bond refunding proceeds. The additional \$35,000 is for ongoing legal costs, and is included in the approved FY 2021 Operating Budget.

DISCUSSION

In February 2020, SacRT solicited proposals for firms to serve as bond counsel and/or disclosure counsel for the anticipated Refunding of Farebox Revenue Bonds transaction (to be performed on a Firm Fixed Fee basis contingent on closing plus direct costs) and for additional general public finance legal advisory services (to be performed on an hourly-rate basis). At that time, it was anticipated and written into the scope of services that fare

revenues would be the sole source of pledged funds associated with the refunding. Beginning in March 2020, the COVID-19 pandemic significantly affected SacRT's ridership and fare revenue. As of March 2021, SacRT's ridership and fare revenue have not recovered to pre-pandemic levels, making a sole source pledge of fare revenues inadequate to have a successful refunding of the bonds.

To create the optimal refunding opportunity and generate the maximum savings on the bond refunding, SacRT Staff worked with US Bank to allow a secondary revenue source on the bonds. US Bank agreed to allow SacRT to increase its pledge on the Revenue Bonds by adding LTF as a secondary source, with a parity pledge to the US Bank Line of Credit (LOC). The change in pledge and resulting change to the credit agreement with US Bank, has changed the scope of work that was originally agreed to between SacRT and Kutak Rock, the selected Bond and Disclosure Counsel. Kutak Rock has requested an addition of \$42,500 to firm-fixed-fee for the modified work.

It is in SacRT's best interest to amend the scope of services and increase the total consideration of the Contract with Kutak Rock as the firm has already performed the background work for the refunding, performed research on the allowability of pledging LTF, performed a review of the US Bank LOC agreement, and has provided support and feedback for the recently-completed Moody's Rating Assessment Service. Further, Kutak Rock is a very well qualified law firm with extensive experience with California transit agency debt arrangements. Attempting to resolicit the work, hire a new Bond and Disclosure Counsel, and bring the firm up to speed would slow down the refunding, drive reductions to the refunding savings, and cause duplicative work for a new legal team to perform all the background work associated with the refunding. SacRT staff has determined that the price is fair and reasonable based on historical data from a 2012 contract for similar services. It is in SacRT's best interest to amend the Contract for Bond Counsel and Disclosure Counsel with Kutak Rock LLP to include work for the additional pledge in the bond counsel and disclosure counsel scope of work and to increase the total consideration.

RESOLUTION NO. 21-03-0019

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

March 22, 2021

APPROVING THE FIRST AMENDMENT TO THE CONTRACT FOR BOND COUNSEL AND DISCLOSURE COUNSEL WITH KUTAK ROCK LLP

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, pursuant to Section 1.505 of the Procurement Ordinance, the Board has determined that there was not improper procurement splitting and that approving an amendment to the Contract for Bond Counsel and Disclosure Counsel without additional competition is in the best interest of SacRT because Kutak Rock was deemed to be the most-qualified firm in a competitive solicitation and has already performed substantial work for the refunding transaction.

THAT, the First Amendment to Contract for Bond and Disclosure Counsel between Sacramento Regional Transit District, therein referred to as "SacRT," and Kutak Rock, LLP therein referred to as "Consultant," whereby Consultant agrees to perform additional legal work necessary to incorporate a secondary pledge in SacRT Farebox Revenue Bond refunding and the total consideration is increased by \$42,500 to a not to exceed amount of \$167,500, is hereby approved.

THAT, the General Manager/CEO is hereby authorized and directed to execute the First Amendment.

STEVE MILLER , Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Cindy Brooks, Assistant Secretary

RESOLUTION NO. 21-03-0018

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

March 22, 2021

**APPROVING THE NINTH AMENDMENT TO THE PERSONAL SERVICES
CONTRACT WITH ROBIN HASWELL FOR CAPITAL PROJECT MANAGEMENT
AND COORDINATION SERVICES**

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the Ninth Amendment to the Personal Services Contract between Sacramento Regional Transit District, therein referred to as "RT," and Robin Haswell, therein referred to as "Temporary Employee," whereby the not-to-exceed amount of the Contract is increased by \$20,960 from \$567,040 to \$588,000, the scope of work is modified, and the term of the Contract is extended to June 30, 2021, is hereby approved.

THAT, the Chair and General Manager/CEO are hereby authorized and directed to execute said Ninth Amendment.

STEVE MILLER, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Cindy Brooks, Assistant Secretary



STAFF REPORT

DATE: March 22, 2021

TO: Sacramento Regional Transit Board of Directors

FROM: Shelly Valenton, VP, Integrated Services and Strategic Initiatives/Chief of Staff

SUBJ: RATIFYING CONTRACT FOR CELLULAR SERVICES UNDER NASPO VALUEPOINT 1907 AND DELEGATING AUTHORITY TO THE GENERAL MANAGER/CEO TO BIND SACRT TO CONTRACTS FOR CELLULAR VOICE AND DATA SERVICES WITH CELLCO PARTNERSHIP DBA VERIZON WIRELESS UNDER A STATE OF CALIFORNIA MASTER AGREEMENT

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

Approving the recommended action will allow SacRT to continue to take advantage of discount pricing provided by Cellco Partnership doing business as Verizon Wireless ("Verizon") under a state purchasing schedule.

FISCAL IMPACT

The fiscal impact is dependent on the services purchased although some level of savings is expected due to government discounts for hardware and services. The annualized cost estimate for cellular telecommunication services (wireless and data lines includes wireless phones, routers on light rail trains and bus vehicles) and products for SacRT is estimated to be \$600,000 per fiscal year, which is included in the approved budget for the Information Technology Department.

DISCUSSION

On June 8, 2009, the SacRT Board delegated authority to the General Manager/CEO to bind SacRT to an agreement with Verizon Wireless to purchase wireless services and products under a Master Agreement between Verizon and the State of California for a 10-year period.

At some point, prior SacRT Staff moved the purchase of Verizon products and services from the Board-approved State of California Master Agreement to an alternative purchasing schedule (NASPO ValuePoint 1907) led by the State of Nevada that offered comparable savings. The current NASPO ValuePoint Agreement terminates March 31, 2021. Because the NASPO agreement was not within the scope of the Board's 2009 delegation of authority, that action should have been approved by the Board when the

switch was made. Staff is now requesting that the Board ratify the prior Staff action to contract and pay for products and services with Verizon under that agreement and to approve a new delegation of authority to the General Manager to allow the continued purchase of cellular products and services from Verizon.

Verizon provides wireless communications services and products, which are integral in maintaining continuity of SacRT operations and services. It is important for SacRT to continue to obtain Verizon services to maintain business operations, including supporting transit operations for both bus and light rail vehicles, which have devices installed on-board vehicles using Verizon cell services that include Global Positioning Systems (GPS), fare collection, video, and Automatic Passenger Counters (APC) through a wireless router that is currently configured for Verizon services. To re-configure on-board equipment at this point to use another cellular services provider would take a considerable amount of planning and time to reconfigure, test and implement with resources that SacRT does not presently have available.

Currently, the State contract CALNET-TA-20-04 Wireless Voice and Data services between the State and Cellco Partnership dba Verizon Wireless is the most cost-effective means for SacRT to obtain wireless services and equipment. Section 1.407 of the SacRT Procurement Ordinance (18-08-01) permits the use of cooperative purchase agreements for supplies and services through the contract of another public entity if the bidding procedures followed by the public entity satisfy the bidding requirements set out in the Procurement Ordinance and the contract does not violate any applicable federal or state requirements applicable to SacRT. The CALNET contract was competitively-solicited by the California Department of Technology and multiple awards were made to qualified cellular providers, including Verizon. The contract was awarded in May 2019 for an initial 4-year period with two 2-year options to extend. After SacRT executes an Authorization to Order, SacRT will be able to issue individual purchase requests for any service covered by the Verizon service catalog or negotiate a Customized Service Plan.

SacRT's need for wireless services changes over time, and because the state may enter into a new agreement with Verizon when the current agreement expires, Staff is recommending that the Board delegate authority to the General Manager/CEO to bind SacRT to agreements to purchase wireless services and products under any state contract with Verizon for a six-year period. The delegation of authority will be contingent upon a finding by the General Manager/CEO that the contract was awarded through competitive bidding and that all applicable federal and state requirements are met.

RESOLUTION NO. 21-03-0020

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

March 22, 2021

**RATIFYING CONTRACT FOR CELLULAR SERVICES UNDER NASPO
VALUEPOINT 1907**

WHEREAS, under Section 1.105.B of the Procurement Ordinance, the Board of Directors has the authority to ratify an unauthorized procurement under specified circumstances.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the actions of the General Manager/CEO and SacRT Staff in contracting to purchase cellular products and services from Verizon Wireless under the NASPO ValuePoint Master Contract 1907 are hereby ratified because supplies or services have been provided to and accepted by SacRT, the resulting contract would otherwise have been proper if approved by the Board of Directors; the price was fair and reasonable, and sufficient funds are available.

STEVE MILLER, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Cindy Brooks, Assistant Secretary

RESOLUTION NO. 21-03-0021

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

March 22, 2021

DELEGATING AUTHORITY TO THE GENERAL MANAGER/CEO TO BIND SACRT TO CONTRACTS FOR CELLULAR VOICE AND DATA SERVICES WITH CELLCO PARTNERSHIP DBA VERIZON WIRELESS UNDER A STATE OF CALIFORNIA MASTER AGREEMENT

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, contingent upon satisfaction of the condition set forth below, the General Manager/CEO is hereby authorized to bind Sacramento Regional Transit District to a contract or contracts with Cellco Partnership dba Verizon Wireless ("Verizon Wireless"), whereby Verizon Wireless agrees to provide, and SacRT agrees to purchase, cellular products and services in accordance with the terms and conditions, and for the prices, set forth in a master contract with the State of California

THAT, prior to entering into any contract with Verizon Wireless, the General Manager/CEO must determine that the master contract with the State of California through which the products and services will be purchased was awarded through competitive bidding and that all applicable federal and state requirements are met.

THAT, this delegation of authority will expire May 31, 2027.

STEVE MILLER, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Cindy Brooks, Assistant Secretary



STAFF REPORT

DATE: March 22, 2021

TO: Sacramento Regional Transit Board of Directors

FROM: Shelly Valenton, VP, Integrated Services and Strategic Initiatives/Chief of Staff

SUBJ: CONDITIONALLY APPROVING A THREE-YEAR EXTENSION OF THE COLLECTIVE BARGAINING AGREEMENT WITH THE AMALGAMATED TRANSIT UNION, LOCAL 256 FOR THE ELK GROVE SERVICE LINE

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

Board adoption of the attached Resolution will result in a conditional approval of a three-year extension of the Collective Bargaining Agreement (CBA) with the Amalgamated Transit Union (ATU), Local 256 for the Elk Grove Service Line. The current agreement is set to expire June 30, 2022. The contract extension is conditioned upon Sacramento Regional Transit (SacRT) and The City of Elk Grove (Elk Grove) entering into an agreement to annex Elk Grove transit services into SacRT and upon ratification by the ATU membership.

FISCAL IMPACT

Any increase in costs related to this contract extension will be covered by increased revenues and efficiencies resulting from the annexation. The impact of these changes will be included in the annual SacRT budget if the annexation is approved.

DISCUSSION

Effective July 1, 2019, SacRT became the contract provider for transit services in Elk Grove replacing MV Transit (MV), the previous contract provider. During the time MV was the contractor for Elk Grove, the operators, dispatchers, reservationists, and various maintenance shop classifications of employees were designated in a bargaining unit for which ATU was recognized as the exclusive collective bargaining representative. Nearly all of the employees in that bargaining unit were offered employment with SacRT and the bargaining unit was kept intact. The collective bargaining unit between ATU and MV was essentially "lifted and shifted" into a new CBA between SacRT and ATU. That agreement remained largely unmodified from the previous CBA between Elk Grove and MV except for modest wage increases and expansion of medical benefits. The SacRT Board adopted that three-year CBA effective July 1, 2019 through June 30, 2022.

As negotiations between Elk Grove and SacRT regarding the annexation of transit services have progressed, staff recognized the critical need to maintain manageable and sustainable personnel costs during the first several years following annexation. To this end, SacRT and ATU discussed the prospect of extending the current CBA for three years through June 30, 2025. Negotiations were successful and a tentative agreement between the parties was reached verbally on March 12, 2021. While the Elk Grove service line will remain a separate service line from other SacRT lines and most of the CBA will remain unchanged, several key provisions of the CBA will be modified by the extension agreement, including:

-) Continuation of annual 3% general salary increases on July 1 of each year of the extension, 2021 through 2024
-) Transfer of 17 authorized maintenance positions including three mechanic classifications and utility workers from the ATU Elk Grove Bargaining Unit to the IBEW bargaining unit effective July 1, 2022
-) A \$0.25 per hour pay differential for dispatchers that was discontinued by the current CBA will be restored effective July 1, 2021
-) Effective July 1, 2022, monthly sick leave accruals will be increased to match other SacRT bargaining units
-) Effective January 1, 2022, vacation accruals which will be available for use during calendar year 2023 will be increased to more closely match vacation accruals in other SacRT bargaining units
-) Effective July 1, 2023, the employer contribution to the defined contribution retirement plan will be increased from 3% to 4%
-) Effective July 1, 2024, the employer contribution to the defined contribution retirement plan will be increased to 5%
-) Bid processes for operator assignments will be better defined and parameters for spread time for daily work schedules will be established

ATU anticipates conducting a ratification vote on Friday, March 19, 2021.

Staff recommends that the Board conditionally approve the three-year extension agreement with Amalgamated Transit Union, Local 256 for the Elk Grove Service Line.

RESOLUTION NO. 21-03-0022

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

March 22, 2021

CONDITIONALLY APPROVING A THREE-YEAR EXTENSION OF THE COLLECTIVE BARGAINING AGREEMENT WITH THE AMALGAMATED TRANSIT UNION, LOCAL 256 FOR THE ELK GROVE SERVICE LINE

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the Board hereby conditionally approves a three-year contract extension of the Collective Bargaining Agreement with ATU, Local 256 for the Elk Grove Service Line, conditioned upon Sacramento Regional Transit District and the City of Elk Grove successfully entering into an annexation agreement, annexing the City's transit service into the District and ratification of the extension of the CBA by the ATU membership; and

THAT, the General Manager/CEO is hereby authorized and directed to execute the CBA extension upon a vote for the ratification of the extension of the CBA by the covered employees and the execution of an annexation agreement between SacRT and the City of Elk Grove.

STEVE MILLER, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Cindy Brooks, Assistant Secretary



STAFF REPORT

DATE: March 22, 2021
TO: Sacramento Regional Transit Board of Directors
FROM: Henry Li, General Manager/CEO
SUBJ: GENERAL MANAGER'S REPORT

RECOMMENDATION

No Recommendation — For Information Only.

SacRT Meeting Calendar

Regional Transit Board Meeting

April 12, 2021
SacRT Auditorium / Webconference
5:30 P.M

Quarterly Retirement Board Meeting

June 9, 2021
SacRT Auditorium / Webconference
9:00 A.M.

Mobility Advisory Council Meeting

April 1, 2021
SacRT Auditorium / Webconference
2:30 P.M.