



Sacramento Regional Transit District

BOARD MEETING NOTICE TO THE PUBLIC & AGENDA

Effective February 26, 2024, the option to provide public comments via Zoom for the SacRT Board of Directors meetings will no longer be available.

If you would like to provide public comment, you must attend the meeting in person or submit written public comment in advance.

The meetings will continue to be streamed on YouTube (view only).

To view SacRT Board Meetings:

<http://sacrt.com/board>

Please check the Sacramento Metropolitan Cable Commission Broadcast Calendar - <https://sacmetrocable.saccounty.net> for replay dates and times.

Submit written public comment up to 250 words relating to the Agenda by 1:00 p.m. on the day of the Board meeting to

Boardcomments@sacrt.com

Written comments will be provided to the Board and will become part of public record upon submission to the Board.

Please place the Item Number in the Subject Line of your correspondence.



Sacramento Regional Transit District Agenda

BOARD MEETING
4:00 P.M., MONDAY, FEBRUARY 26, 2024
SACRAMENTO REGIONAL TRANSIT AUDITORIUM
1400 29TH STREET, SACRAMENTO, CALIFORNIA
Website Address: www.sacrt.com
(29th St. Light Rail Station Bus 38, 67, 68)

ROLL CALL — Directors Brewer, Budge, Daniels, Hume, Jennings, Kaplan, Kozlowski, Maple, Serna, Singh-Allen, Vang and Chair Kennedy

Alternates: Directors Chalamcherla, Sander, Schaefer, Suen

1. PLEDGE OF ALLEGIANCE

2. CONSENT CALENDAR

2.1 Motion: Approval of the Action Summary of January 8, 2024

2.2 Receive and File: Quarterly Treasurer's Report (J. Johnson)

2.3 Emergency Response Services Agreements (L. Hinz)

A) Resolution 2024-02-006: Emergency Response Services Agreement with The City of Sacramento; and

B) Resolution 2024-02-007: Emergency Response Services Agreement with the County of Sacramento

2.4 Resolution 2024-02-008: Approving the Second Amendment to the License Agreement for Underground Conduit and Fiber (Arden and Oxford Street – APN: 275-1032-002-000) with MCI metro Access Transmission Services LLC (C. Flores)

2.5 Resolution 2024-02-011: Temporarily Authorizing a Fare Equivalent and Approving Agreement with Highlands Community Charter School for Pilot Fare Equivalent for Adult Students (J. Johnson)

2.6 Resolution 2024-02-012: Authorizing the Execution of the Corrective Action Plan for the Low Carbon Transit Operations Program for the Zero Emission Infrastructure – Elk Grove Transit System Project (L. Ham)

2.7 Resolution 2024-02-013: Approve a Sole Source Procurement and the Sixth Amendment to the Software License and Services Agreement with Ecolane USA Inc. for Complementary Paratransit Scheduling and Dispatching Software (C. Alba)

- 2.8 Resolution 2024-02-014: Approving Sole Source Procurements for Future Purchases of Components for Genfare Fare Collection Equipment and Delegating Authority to the General Manager/CEO to Execute Contracts for Genfare Components (C. Alba)
- 2.9 Resolution 2024-02-015: Approve Transfer of Project Funding Under the Roadway Repair and Accountability Act (SB1) State of Good Repair Between Already Approved Projects (L. Ham)
- 2.10 Resolution 2024-02-016: Specifically Authorizing the General Manager/CEO to Apply for and Receive State Transit and Intercity Rail Capital Program Funds from CalSTA and Caltrans (L. Ham)
- 2.11 Resolution 2024-02-017: Approving the Sixth Amendment to the Contract for Low Floor Light Rail Vehicle Procurement with Siemens Mobility, Inc. for Purchase of Nine Additional S700 Light Rail Vehicles (C. Alba)
- 2.12 Commending Resolutions
 - A) Resolution 2024-02-009: Commending Katie Valenzuela; and
 - B) Resolution 2024-02-010: Commending Sean Loloee

3. INTRODUCTION OF SPECIAL GUESTS

- 3.1 Community Transit Champion Recognition Program (D. Selenis)
 - A. Miguel Barraza (Director Maple)
 - B. Keith Smothers (Director Hume)

4. UNFINISHED BUSINESS

5. PUBLIC HEARING

6. PUBLIC ADDRESSES BOARD ON MATTERS NOT ON THE AGENDA*

7. NEW BUSINESS

- 7.1 Information: SacRT in Review and Future Strategic Capital Expansion and Modernization Plan Presentation (H. Li)
- 7.2 Motion: Authorize the General Manager/CEO to Pursue a Legislative Amendment to SacRT Enabling Legislation Relative to the Board's Composition and Voting Structure (O. Sanchez-Ochoa)
- 7.3 Alternate Member Chair Appointment for Capitol Corridor Joint Powers Authority (S. Valenton/T. Smith)

8. GENERAL MANAGER'S REPORT

- 8.1 General Manager's Report
 - a. Major Project Updates
 - b. SacRT Meeting Calendar
 - c. Semi-Annual Report: EEO Office
 - d. Semi-Annual Report: Internal Auditor
 - e. Semi-Annual Report: General Counsel

9. REPORTS, IDEAS AND QUESTIONS FROM DIRECTORS, AND COMMUNICATIONS

- 9.1 San Joaquin Joint Powers Authority Meeting Summary of January 26, 2024 (Hume)
- 9.2 Capital Corridor Joint Powers Authority Meeting Summary of February 21, 2024 (Maple)

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. At each open meeting, members of the public will be provided with an opportunity to directly address the Board on items of interest to the public that are within the subject matter jurisdiction of the Board of Directors. Please fill out a speaker card and give it to the Board Clerk if you wish to address the Board. Speaker cards are provided on the table at the back of the auditorium.

Public comment may be given on any agenda item as it is called and will be limited by the Chair to 3 minutes or less per speaker. Speakers using a translator will be provided twice the allotted time, to account for the time needed to translate speaker's comment. When it appears there are several members of the public wishing to address the Board on a specific item, at the outset of the item the Chair of the Board will announce the maximum amount of time that will be allowed for public comment on that item.

Written public comment submitted to boardcomments@sacrt.com up to 250 words and received by 1:00 p.m. on the day of the meeting will be provided to the Board and will become part of public record upon submission to the Board.

Matters under the jurisdiction of the Board and not on the posted agenda may be addressed under the Item "Public addresses the Board on matters not on the agenda." Up to 30 minutes will be allotted for this purpose. The Board limits public comment on matters not on the agenda to 3 minutes per person and not more than 15 minutes for a particular subject. If public comment has reached the 30 minute time limit, and not all public comment has been received, public comment will resume after other business has been conducted as set forth on the agenda. The Board will not act upon or discuss an item that is not listed on the agenda except as provided under Section 3.1.3.6.

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

This meeting of the Sacramento Regional Transit District will be cablecast on Metro Cable 14, the local government affairs channel on Comcast, Consolidated Communications and AT&T U-Verse cable systems. This meeting is closed captioned and webcast at metro14live.sacounty.gov. The meeting will replay Thursday, February 29th at 2:00 PM and Saturday, March 2nd at 2:00 PM on Channel 14. This meeting can also be viewed at youtube.com/metrocable14.

Any person(s) requiring accessible formats of the agenda or assisted listening devices/sign language interpreters should contact the Clerk of the Board at 916-556-0456 or TDD 916-557-4686 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, and are available for public inspection at its Administrative Offices.



STAFF REPORT

DATE: February 26, 2024
TO: Sacramento Regional Transit Board of Directors
FROM: Tabetha Smith, Clerk to the Board
SUBJ: APPROVAL OF THE ACTION SUMMARY OF JANUARY 8, 2024

RECOMMENDATION

Motion to Approve.

**SACRAMENTO REGIONAL TRANSIT DISTRICT
BOARD OF DIRECTORS
BOARD MEETING
JANUARY 8, 2024**

ROLL CALL: Roll Call was taken at 4:04 p.m. PRESENT: Directors Brewer, Budge, Daniels, Hume, Jennings, Kozlowski, Maple, Serna, Singh-Allen, Valenzuela, Vang, and Chair Kennedy. Absent: None.

It was announced that with just cause, Directors Maple and Singh-Allen would be attending virtually.

Chair Kennedy welcomed new Directors Brewer and Vang.

1. PLEDGE OF ALLEGIANCE

2. CONSENT CALENDAR

- 2.1 Motion: Approval of the Action Summary of December 11, 2023
- 2.2 Resolution 2024-01-001: Repealing Resolution 2023-12-112 and Adopting the Corrected 2024 Board Meeting Calendar (T. Smith)
- 2.3 Resolution 2024-01-002: Approving Alchemist CDC to Use Florin and Sunrise Parking Lots for Farmers Markets (S. Valenton)
- 2.4 Resolution 2024-01-003: Approving the First Amendment to the Contract for Supplemental Paratransit Services with UZURV Holdings, Inc. (C. Alba)
- 2.5 Resolution 2024-01-004: Conditionally Delegating Authority to the General Manager/CEO to Approve Contract Change Order No. 12 to the Contract for Low Floor Vehicle Platform Conversion Phase 1 With PNP Construction, Inc. (H. Ikwut-Ukwa)
- 2.6 Resolution 2024-01-005: Amend and Restate Title III of the Administrative Code for the Sacramento Regional Transit District Board's Rules of Procedure (S. Valenton)

Director Vang Abstained from item 2.1.

ACTION: APPROVED. Director Serna moved; Director Kozlowski seconded approval of the consent calendar with Director Vang abstaining from item 2.1. Motion was carried by roll call vote. Ayes: Directors Brewer, Budge, Daniels, Hume, Jennings, Kozlowski, Maple, Serna, Singh-Allen, Valenzuela, Vang and Chair Kennedy; Noes: None; Abstain: None; Absent: None.

3. INTRODUCTION OF SPECIAL GUESTS

4. UNFINISHED BUSINESS

- 4.1 Motion to Approve: Motion to Reconsider Board Vote on Item 7.1 Dos Rios Light Rail Station Project Taken November 13, 2023 (L. Ham)

If Motion to Reconsider is Approved, then:

Motion to Approve: Motion to Rescind the November 13, 2023 Vote on Item 7.1 Dos Rios Light Rail Station Project and Motion to Approve Directing the General Manager/CEO to Allocate Capital Funds to Proceed With the Construction of the Dos Rios Light Rail Station.

ACTION: APPROVED. Chair Kennedy moved; Director Serna seconded the motion to reconsider Board vote on Item 7.1 Dos Rios Light Rail Station Project taken November 13, 2023. Motion was carried by roll call vote. Ayes: Directors Brewer, Budge, Hume, Jennings, Kozlowski, Maple, Serna, Singh-Allen, Valenzuela, Vang and Chair Kennedy; Noes: Director Daniels; Abstain: None; Absent: None.

Laura Ham, VP, Planning, Grants and Procurement provided a presentation on the Dos Rios Light Rail Station Project.

Director Comment: Serna, Singh-Allen, Hume, Chair Kennedy

Public Comment: Barbara Stanton (RFTM), Robert Coplin, Dan Allison (STAR), Kathryn Canepa (Civic Thread), Coco Cocozzella, Jeffery Tardaguila, Sam Greenlee (Alchemist Development Corporation), Devin Strecker (PBID), Dylan Tucker, LaShelle Dozier (SHRA), Keshia Harris, Marcelina, Patty Gainer, Gale Morgan, Steve Cohn (SMART), Rick Hodgkins

Director Comment: Chair Kennedy, Directors Serna, Daniels, Vang, Budge

ACTION: APPROVED. Director Serna moved; Director Singh-Allen seconded the motion to Rescind the November 13, 2023 Vote on Item 7.1 Dos Rios Light Rail Station Project and Motion to Approve Directing the General Manager/CEO to Allocate Capital Funds to Proceed with the Construction of the Dos Rios Light Rail Station. Motion was carried by roll call vote. Ayes: Directors Brewer, Budge, Hume, Jennings, Kozlowski, Maple, Serna, Singh-Allen, Valenzuela, Vang and Chair Kennedy; Noes: Director Daniels; Abstain: None; Absent: None.

5. PUBLIC HEARING

6. PUBLIC ADDRESSES BOARD ON MATTERS NOT ON THE AGENDA

Public Comment: Robert Coplin, Michael Bevens, Coco Coccozzella, Jeffery Tardaguila

Introduction of Special Guest: Blue

Public Comment: Rick Hodgkins, Michael Harris

7. NEW BUSINESS

- 7.1 Motion: Extending the Term of the Current Chair (Patrick Kennedy) and Vice Chair (Rick Jennings) for one more year as Chair and Vice Chair for the Sacramento Regional Transit Board of Directors for 2024 (S. Valenton/T. Smith)

ACTION: APPROVED. Director Budge moved; Director Serna seconded the approval of item 7.1. Motion was carried by roll call vote. Ayes: Directors Brewer, Budge, Daniels, Hume, Jennings, Kozlowski, Maple, Serna, Singh-Allen, Valenzuela, Vang and Chair Kennedy; Noes: None; Abstain: None; Absent: None.

- 7.2 Appointments to Boards and Committees (S. Valenton/T. Smith)

- A. Chair Appointment of one Board or Management Staff Member and one Board or Management Staff Alternate to Retirement Board; and

1. ATU, IBEW, OE3, MCEG and AFSCME

ACTION: Chair Kennedy appointed Henry Li as Member and Shelly Valenton as Alternate Member to the Retirement Boards.

- B. Chair Appointment: Reappointments of Board Members to the Ad Hoc Real Estate Committee; and

ACTION: Chair Kennedy appointed himself and Directors Budge, Daniels, Jennings, Kozlowski and Singh-Allen to the Ad Hoc Real Estate Committee.

- C. Chair Appointment: Reappointments of Board Members to the Ad Hoc Board Composition and Voting Structure Subcommittee

ACTION: Chair Kennedy appointed Directors Budge, Daniels, Hume, Jennings, Kozlowski and Singh-Allen to the Ad hoc Board Composition and Voting Structure Committee.

ACTION: APPROVED. Director Budge moved; Director Brewer seconded the approval of the established term of twelve months for the Ad Hoc Committees items 7.2 B and 7.2 C. Motion was carried by roll call vote. Ayes: Directors Brewer, Budge, Daniels, Hume, Jennings, Kozlowski, Maple, Serna, Singh-Allen, Valenzuela, Vang and Chair Kennedy; Noes: None; Abstain: None; Absent: None.

8. GENERAL MANAGER'S REPORT

- 8.1 General Manager's Report
 - a. Major Project Updates
 - b. SacRT Meeting Calendar

Mr. Li provided a report.

Public Comment: Rick Hodgkins

9. REPORTS, IDEAS AND QUESTIONS FROM DIRECTORS, AND COMMUNICATIONS

Director Comment: Serna

- 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**

As there was no further business to be conducted, the meeting was adjourned at 5:20 p.m.

PATRICK KENNEDY, Chair

A T T E S T:
HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary



STAFF REPORT

DATE: February 26, 2024
TO: Sacramento Regional Transit Board of Directors
FROM: Jason Johnson, VP, Finance/CFO
SUBJ: QUARTERLY TREASURER'S REPORT

RECOMMENDATION

No Recommendation - For Information Only.

RESULT OF RECOMMENDED ACTION

Under SacRT's Board-adopted Investment Policy, the Treasurer for the Sacramento Regional Transit District (SacRT) is required to submit a Quarterly Treasurer's Report to the Board of Directors. The report fulfills this requirement and certifies that SacRT has sufficient funds available to meet its expenditure requirements for the next six months.

FISCAL IMPACT

None as a result of this report.


DISCUSSION

The Quarterly Treasurer's Report (Attachment 1) for the quarter ended December 30, 2023, provides the depository, maturity date, par value, current market value, and estimated annualized interest earnings for SacRT's investments. California Government Code 53646 allows but does not require submission of a quarterly Treasurer's Report; in the adopted Investment Policy (Resolution 12-10-0162), the Board made the Treasurer's Report a mandatory requirement (Section VI). This informational report fulfills that requirement.

**SACRAMENTO REGIONAL TRANSIT DISTRICT
TREASURER'S REPORT OF INVESTMENTS & CASH
DECEMBER 31, 2023**

DEPOSITORY	RATE %	MARKET VALUE	PAR VALUE	ANNUALIZED INT. RETURN	SPECIAL NOTES
INVESTMENTS					
LOCAL AGENCY INVESTMENT FUND (LAIF)	3.37%	\$ 59,799,591	\$ 59,799,591	\$ 2,015,246	Type: State Pooled Investment Account Considered 1 day funds
CALTRUST	5.31%	\$ 58,697,402	\$ 58,697,402	\$ 3,116,832	Type: Joint Powers Authority Pooled Investment Account Considered 2 day funds
CHANDLER ASSET MANAGEMENT PORTFOLIO	4.78%	\$ 3,401,977	\$ 3,509,560	\$ 162,614	Type: District Investment Account Considered 2 day funds
TOTAL INVESTMENTS		<u>\$ 122,006,553</u>		<u>\$ 5,294,693</u>	
AVERAGE PERCENTAGE ON INVESTMENTS	4.34%		WEIGHTED AVERAGE MATURITY	1.51 days	
OPERATING ACCOUNTS					
US BANK	N/A	\$ 14,806,461	\$ 14,806,461	-	Type: District and Worker's Compensation Checking Accounts Immediate Access
US BANK	N/A	\$ 212,762	\$ 212,762	-	Type: District Investor Accounts Restricted for 50-FIG by Third Party Agreement Immediate Access Upon Release of Restrictions
US BANK	N/A	\$ 113,734	\$ 113,734	-	Type: District Checking Account Restricted by Grantor Agencies for Capital Projects Immediate Access Upon Release of Restrictions
TOTAL OPERATING ACCOUNTS				<u>15,132,957</u>	-

I hereby certify that the above amounts and locations of accounts represent the total investments of Sacramento Regional Transit District as of the date of this report and that the investments are in conformity with the Investment Policy as updated in Resolution 12-10-0162 on October 22, 2012. I hereby certify that Sacramento Regional Transit District has sufficient funds available to meet its expenditure requirements for the next six months.



 JASON JOHNSON
 VP OF FINANCE/CFO

2/6/2024
 DATE



 HENRY LI
 GENERAL MANAGER/CEO

2.21.2024

 DATE



STAFF REPORT

DATE: February 26, 2024
TO: Sacramento Regional Transit Board of Directors
FROM: Lisa Hinz, VP, Security, Safety and Customer Satisfaction
SUBJ: EMERGENCY RESPONSE SERVICES AGREEMENTS

RECOMMENDATION

Adopt the Attached Resolutions.

RESULT OF RECOMMENDED ACTION

Approving the Agreement for Emergency Response Services with the City of Sacramento and the Agreement for Emergency Response Services with the County of Sacramento and adopting Resolution Nos. 2024-02-006 and 2024-02-007. Repealing Resolution 88-01-747 and rescinding the Emergency Response Services Agreement dated March 27, 2003 between SacRT and the City of Sacramento.

FISCAL IMPACT

No impact at this time.

DISCUSSION

Sacramento Regional Transit (SacRT) has historically cooperated with the City and County Departments of Emergency Services to provide transportation during emergency situations.

In coordination with Sacramento City and County staff, this proposal updates SacRT's most recently ratified Emergency Response Agreements to align with current business practices. This will ensure that all parties are able to effectively respond to emergency situations in the Sacramento region by formalizing the procedures to be followed if the City or County require transportation services during an emergency. The attached Agreements provide the basic procedures and responsibilities of both parties in such a situation.

Under these Agreements, SacRT retains complete control over all aspects of service provided. This would include the number of drivers and buses provided, the timing with which the buses respond, and the impact, if any, on SacRT's regular revenue service. In addition, the City and County would reimburse SacRT for all costs associated with service provided at SacRT's fully allocated rate.

The Sacramento City Emergency Response Agreement is included as Attachment 1 and the Sacramento County Emergency Response MOA is included as Attachment 2.

It is staff's recommendation that the Agreements be approved.

**SACRAMENTO REGIONAL TRANSIT DISTRICT
CITY OF SACRAMENTO
EMERGENCY RESPONSE SERVICES AGREEMENT**

THIS AGREEMENT is entered into as of (EFFECTIVE DATE), by and between the SACRAMENTO REGIONAL TRANSIT DISTRICT, hereinafter referred to as “SacRT”, and the CITY OF SACRAMENTO, hereinafter called the “CITY.”

RECITALS

WHEREAS, the CITY is responsible for the coordination of all activities in response to a major emergency; and

WHEREAS, the CITY may need vehicles and qualified drivers for the purpose of transporting emergency personnel and/or evacuating the public and their pets, subject to the conditions set forth in Articles 5 and 6 hereinbelow; to shelters or temporary evacuation points in response to a major emergency; and

WHEREAS, SacRT is the primary provider of public transportation within the Sacramento Metropolitan area; and

WHEREAS, SacRT has agreed to assist the CITY by providing buses and qualified drivers to aid in the movement of people during an evacuation in times of a major emergency under the following terms and conditions.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. PURPOSE

The purpose of this Agreement is to establish the terms, procedures, and responsibilities of both SacRT and the CITY in response to a major emergency when the CITY requests SacRT to supply vehicles for an evacuation or to transport emergency personnel.

2. TERM

This Agreement will become effective as of the Effective Date and will continue until terminated by either party. The prior Emergency Response Services Agreement between SacRT and CITY will expire upon the Effective Date of this Agreement.

3. CANCELLATION CLAUSE

Either party may terminate this Agreement by giving 30 days' written notice of the termination to the other party prior to the termination date.

4. MAJOR EMERGENCY DEFINITION

Under the terms of this Agreement, a “major emergency” is a man-made or natural disaster within SacRT service boundaries and beyond the General Manager/CEO, or their designee, require approval. An event requiring the urgent immediate transportation or sheltering of

the public or rescue workers. Such emergencies include, but are not limited to: earthquakes, floods, chemical spills, acts of war or criminal acts that endanger the public safety, health or welfare, including acts of civil disobedience.

This Agreement may also be activated by CITY in the event that CITY needs to provide access to warming or cooling centers for the unhoused or other vulnerable populations, on days when temperatures are either significantly cooler or hotter than normal.

5. EMERGENCY EVACUATION DEFINITION

Under the terms of this Agreement, an “evacuation” is the urgent immediate egress or escape of people away from an area that contains an imminent threat, an ongoing threat or a hazard to lives or property. To the extent any vehicle provided by SacRT has the capacity to allow for the inclusion of pets, SacRT will also allow for members of the public to bring their pets so long as the pet is either in a carrier, crate or otherwise properly leashed and restrained and the pet does not cause a disruption or pose a threat or danger to others while being transported.

6. EMERGENCY RESCUE DEFINITION

Under the terms of this agreement, a “rescue” is an urgent and immediate response effort by employees from designated responders (i.e., mutual-aid groups, local fire departments, etc.) to an occurrence. To the extent any vehicle provided by SacRT has the capacity to allow for the inclusion of pets, SacRT will also allow for members of the public to bring their pets so long as the pet is either in a carrier, crate or otherwise properly leashed and restrained and the pet does not cause a disruption or pose a threat or danger to others while being transported.

7. CITY DESIGNATED PERSONNEL

The CITY Emergency Operations Coordinator has designated, by name and the position title, those individuals authorized to contact SacRT in the event of a major emergency as shown on **Exhibit 1**. CITY is responsible for submitting revisions to **Exhibit 1** in the future as personnel changes occur. SacRT will only recognize those individuals indicated in **Exhibit 1** as authorized to request bus service in the event of a major emergency. This document will be updated by the CITY annually and shared with SacRT.

8. SACRT DESIGNATED PERSONNEL

Those authorized by CITY will contact the single point of contact **the SacRT Security Operation Center (SOC) at 916-556-0150**, and confirm with a formal written request, by electronic mail, addressed to the General Manager/CEO and the General Counsel. SacRT has designated, by name and the position title, those individuals authorized to contact the CITY in the event of a major emergency as shown on **Exhibit 2**. The CITY will only recognize those individuals indicated in **Exhibit 2** as authorized to coordinate bus service in the event of a major emergency. SacRT must notify CITY contact information changes in the future. SacRT will coordinate all internal communication necessary to provide transportation services under the terms of this Agreement.

9. SACRT RESPONSE

SacRT has the sole discretion to determine whether it can safely provide the transportation service requested, the number and type of vehicles, the number and licensure of drivers, the duration of the service, and the route and frequency of the service schedule. This decision will be based upon the CITY's request for service, the nature of the emergency, concurrent emergency requests, availability of vehicles, availability of operators, the safety of SacRT personnel, the impact on SacRT's regular revenue service, federal and state charter regulations/laws, and all other applicable federal, state, and local laws.

10. SACRT SERVICE SUPPORT

SacRT will provide all necessary support for service provided to CITY in response to a major emergency through the use of SacRT vehicles and resources. This support will include both supervision of the operators and maintenance of the vehicles, as required.

11. CONTROL OF VEHICLES

All SacRT vehicles used to respond to a major emergency or emergency evacuation will be under the care, custody, and control of SacRT. SacRT vehicles used to respond to an emergency rescue may be under the control of appropriate emergency personnel with required licensing (CDL B) with full indemnification of the costs by the CITY.

12. SUPPLIES

With respect to any loaned materials and supplies that are provided by SacRT to CITY and are expendable or non-returnable, CITY will reimburse SacRT with in-kind items or the actual replacement cost for such items, plus any applicable handling charges, taxes, and other incurred expenses. With respect to such loaned items that are timely returned to SacRT without damage (other than normal wear and tear), no costs will be due from CITY to SacRT, including but not limited to, any rental fees for use of the loaned items.

13. COST

CITY will reimburse SacRT for all costs associated with providing service requested by CITY in response to a major emergency. These costs will be based on SacRT's most current direct hourly service rate per vehicle, which is a fixed charge per hour of service. A sample of these costs is available in **Exhibit 3**. These rates will be revised periodically and SacRT will notify the CITY of any rate changes upon request by CITY.

14. INVOICING/PAYMENT

After providing services as set forth herein, SacRT will remit to the CITY an invoice setting forth the date(s) and hours of services provided, consistent with the then current rates, as described in **Exhibit 3**. Payment of each invoice must be made by CITY to SacRT within thirty (30) days of receipt of the invoice by CITY.

15. LIABILITY AND HOLD HARMLESS

Each of the parties to this Agreement agree to defend, indemnify and hold harmless each and every other party and its officers, officials, employees or agents from and against any damages including, but not limited to, attorneys' fees, expert and consultant fees, and other

costs and fees of litigation, arising out of the alleged negligence, intentional or willful misconduct, or other legal fault of the party, its agents, officers, officials, employees or representatives in the performance of this Agreement.

The indemnification contained in this Agreement includes, but is not limited to, any violation of applicable law, ordinance, regulation, or rule, including where the claim, loss, damage, charge, or expense was caused by deliberate, willful, or criminal acts of a party to this Agreement, or any of its agents, officers, employees or representatives, or its performance under the terms of this Agreement.

The indemnity obligations of this Agreement will survive the expiration or earlier termination of this Agreement.

Each of the parties will notify the other parties, where appropriate, of any claims, administrative actions, or legal actions with respect to any of the matters described in this indemnification section. The parties will cooperate in the defense of such actions brought by others with respect to matters covered under this Agreement. Nothing set forth in this Agreement will establish a standard of care or create any legal rights for any person not a party to this Agreement.

The CITY will serve as the lead agency on any claim arising out of emergency response services provided and out of an incident when both parties responded to the emergency. In such instances, all parties involved agree to work cooperatively to determine the financial responsibility of fault and percentage of comparative fault. If the parties cannot agree, the determination of comparative negligence will be submitted to an arbitrator for a binding determination. If it is determined that in the performance of the emergency assistance services, SacRT engaged in acts or omissions that rose to the level of willful misconduct, criminal behavior, or gross negligence, the CITY will be entitled to recover the cost of attorney fees paid on behalf of SacRT during the litigation process. Otherwise, CITY will fully indemnify SacRT for any claims that arise as a result of its performance of emergency assistance services requested by CITY under this Agreement.

SacRT waives all claims against the CITY for compensation for any loss or damage suffered by SacRT's vehicles or equipment that occur before CITY arrives on the scene and/or begins providing direction when this Agreement is activated and SacRT is asked to provide emergency assistance services. Once CITY is on scene and/or begins providing direction to SacRT and/or SacRT staff, any damage suffered to SacRT's vehicles and equipment, while providing services under this Agreement will be the responsibility of CITY.

Each party will maintain in full force and effect Workers' Compensation insurance as required by the California Labor Code, which covers the personnel involved in a response to provide emergency assistance services pursuant to the terms of this Agreement. Each party waives all claims against the other for compensation for any loss, damage, personal injury, or death to the personnel involved in a response to an emergency under this Agreement, except for intentional acts or gross negligence of the other party.

16. NOTICE

All notices and other communications under this Agreement must be in writing and will be deemed to have been duly given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or if made by electronic communication directed to the party to whom notice is to be given at the electronic communication listed below, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices and other communications must be directed to the parties at the addresses shown below. A party may change its person designated to receive notice, its telecopy number, or its address from time to time by giving notice to the other party in accordance with the procedures set forth in this Article.

TO CITY: Director of Emergency Medical Services
Sacramento City Fire Department
City of Sacramento
5770 Freeport Blvd, Ste 200
Sacramento, CA 95822

TO SACRT: General Manager/CEO
Sacramento Regional Transit District
P.O. Box 2110
Sacramento, CA 95812

17. FTA CHARTER PROVISIONS

The Federal Transit Administration has determined that emergency services provided by SacRT to CITY is an allowable exception to its charter regulations (49 CFR Part 604) requiring solicitation of interested private bus companies before such service can be provided by RT, as evidenced in 49 CFR Part 604.2(f).

18. RELATIONSHIP BETWEEN THE PARTIES

Nothing in this Agreement is intended to create, and nothing herein shall be considered as creating, any partnership, joint venture, or agency relationship between SacRT and CITY.

19. INDEPENDENT CONTRACTOR

In the performance of services under this Agreement, SacRT will act as independent contractor and its employees will not be considered as employees of CITY. Each party will pay all wages, salaries, and other amounts due to their own personnel in connection with any and all services provided under this Agreement and as required by law. Each party will be responsible for all reports and obligations respecting their own personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance. Employees, independent contractors, or agents of one party will not be deemed employees of the other party for any purpose. Nothing herein may be construed as or deemed to create the relationship of employer/employee or principal/agent between CITY and SacRT employees assigned to provide services under this Agreement. Each party hereby agrees to indemnify and hold the other party, its officer and employees, harmless from any and all claims that may be made against either party

based upon any contention by any employee of either party or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any obligation under this Agreement.

20. NON-EXCLUSIVITY

This Agreement is not an exclusive Agreement for the provision of Emergency resources. Either party may provide such resources to entities not a party to this Agreement, and any party may enter Agreements like this with other entities. The parties hereby acknowledge that SacRT has entered into similar agreements with other local agencies as described in Exhibits 4, 5, 6, and 7 attached hereto.

21. NONDISCRIMINATION

In the performance of the services set out in this Agreement, neither party may unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, gender, gender identity, gender expression, genetic information, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age (over 40), military or veteran status, marital status, family care, or pregnancy disability care leave. Each party must ensure that the evaluation and treatment of their respective employees and applicants for employment are free from such discrimination and harassment. Each party must comply with the provisions of the Fair Employment and Housing Act (Government Code §12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Sections 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

22. JOINT VENTURE

Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between any of the parties hereto. No party is by virtue of this Agreement authorized as an agent, employee, or legal representative of any other party. No party will have the power to control the activities and operations of any other and their status is, and at all times, will continue to be, that of independent contractors with respect to each other. No party will hold itself out as having any authority or relationship in contravention to this Section.

23. PRIVILEGES AND IMMUNITIES

All privileges and immunities of the parties provided by state or federal law will remain in full force and effect.

24. MODIFICATION

No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by the authorized parties hereof.

25. SEVERABILITY

If any provision or portion of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision or portion will be severable from this Agreement. Such invalidity, illegality or unenforceability will not be construed to have any effect on the validity, legality or enforceability of the remaining provisions or portions of this Agreement.

26. AMBIGUITIES

The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity will be presumed to be construed against either party.

27. INTEGRATION

This Agreement embodies the entire Agreement of the parties in relation to the services herein described, and no other agreement or understanding, verbal or otherwise, exists between the parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first hereinabove appearing.

CITY OF SACRAMENTO

Director of the Office of Emergency
Management

SACRAMENTO REGIONAL TRANSIT
DISTRICT

General Manager/CEO

EXHIBIT 1

**SACRAMENTO CITY AUTHORIZED PERSONNEL
TO REQUEST EMERGENCY RESPONSE SERVICES**

The following individuals/positions are currently designated as those responsible for contacting Sacramento Regional Transit District (SacRT) to request bus service in the event of a major emergency.

NAME	TITLE	CELL	EMAIL
Daniel Bowers And Designees	Director of Emergency Management or Incident-Assigned Emergency Management Coordinator	530-941-0944	dbowers@cityofsacramento.org
Chris Costamagna And Designees	Fire Chief or On-Scene Incident Commander	Dispatch Supervisor 916-228-3035	ccostamagna@sfd.cityofsacrament o.org
Katherine Lester And Designees	Chief of Police or On-Scene Incident Commander	Radio Coordinator 916-277-1780	klester@pd.cityofsacramento.org
City Park Ranger 24/7 Emergency Line	Youth, Parks, Community Enrichment (YPCE) Park Ranger Services	916-264-5011	parksafety@cityofsacramento.org

EXHIBIT 2

**SACRAMENTO REGIONAL TRANSIT AUTHORIZED PERSONNEL
TO RESPOND TO EMERGENCY SERVICES REQUEST**

The following individuals/positions are currently designated as those responsible for contacting responding to a request by the CITY for bus service in the event of a major emergency.

SacRT Security Operation Center (SOC) at 916-556-0150

NAME	TITLE	CELL	EMAIL
Henry Li	General Manager/CEO	916-869-7558	hli@sacrt.com
Shelly Valenton	Deputy General Manager/CEO	916-224-0442	svalenton@sacrt.com
Chris Flores	Chief of Staff/VP, Real Estate	916-297-2284	cflores@sacrt.com
Jason Johnson	VP, Finance/Chief Financial Officer	916-205-3810	jjohnson@sacrt.com
Carmen Alba	VP, Bus Operations	916-431-8474	calba@sacrt.com
Laura Ham	VP, Planning, Grants and Procurement	916-826-4181	lham@sacrt.com
Lisa Hinz	VP, Security, Safety and Customer Satisfaction	916-661-1947	lhinz@sacrt.com
Devra Selenis	VP, Communications and Partnerships	916-869-8622	dselenis@sacrt.com
David Topaz	VP, Employee Development and Engagement	916-261-4429	dtopaz@sacrt.com

Sacramento Regional Transit District

Administrative Office
1400 29th Street
Sacramento, CA 95816

Q Street Office
1102 Q Street
Sacramento, CA 95811

Mailing Address
P.O. Box 2110
Sacramento, CA 95812-2110

EXHIBIT 3

SACRAMENTO REGIONAL TRANSIT REIMBURSEMENT COSTS

CITY will reimburse SacRT for all costs associated with providing service requested by CITY in response to a major emergency, evacuation, or rescue. These costs will be based on SacRT's most current direct hourly service rate per vehicle type, which is a fixed charge per hour of service. These rates will be revised periodically and SacRT will notify the CITY of any rate changes upon request by CITY.

Direct hourly service rate per vehicle type as of February 2023:

Mode	Direct Cost per Hour Actual (February 2023)
Coach Bus	\$130.20
Demand Response Bus	\$139.41

EXHIBIT 4

ANNEXATION AGREEMENT CITY OF ELK GROVE

THIS AGREEMENT (“Annexation Agreement”) between the **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation, herein referred to as "SacRT," and the **CITY OF ELK GROVE**, a municipal corporation, herein referred to as “CITY,” and collectively referred to as "parties," is made and entered into on April 16, 2021 (“Effective Date”).

15. USE OF TRANSIT VEHICLES FOR EMERGENCY OPERATIONS

In the sudden event of a fire, flood, terrorist activity or other unforeseen act of God, CITY may be required to activate its Emergency Operations Center (EOC). Should the EOC be activated, SacRT will coordinate with CITY to provide transit vehicles, to the extent available and feasible, for CITY’s use to address the EOC event. CITY will provide SacRT with a written request, as soon as practical, for vehicles pursuant to the noticing requirements established in this Annexation Agreement. SacRT must respond to CITY within one (1) hour of the request identifying how SacRT can address the request.

EXHIBIT 5

ANNEXATION AGREEMENT CITY OF FOLSOM

THIS AGREEMENT between the **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation, herein referred to as "SacRT," and the **CITY OF FOLSOM**, a municipal corporation, herein referred to as "CITY," and collectively referred to as "parties," is made and entered into on December 21, 2018 ("Effective Date").

3. OPERATION OF TRANSIT SERVICE

C. SacRT may make emergency changes to the Service Commitment required due to equipment failure, construction, hazard, or act of God without advance notice to or permission of CITY. SacRT will notify CITY by phone, text message and or e-mail within one hour of the emergency change. For any emergency change that also meets the definition of a major change and lasts longer than 36 hours, written approval must be given by CITY Manager/designee.

EXHIBIT 6

**YOLO COUNTY
MUTUAL AID AGREEMENT**

[insert full document]

EXHIBIT 7

See Sacramento County MOU.

**SACRAMENTO REGIONAL TRANSIT DISTRICT
COUNTY OF SACRAMENTO
EMERGENCY RESPONSE SERVICES AGREEMENT**

THIS AGREEMENT is entered into as of (EFFECTIVE DATE) by and between the SACRAMENTO REGIONAL TRANSIT DISTRICT, hereinafter referred to as "SacRT," and the COUNTY OF SACRAMENTO, hereinafter called the "COUNTY."

RECITALS

WHEREAS, the COUNTY is responsible for the coordination of all activities in response to a major emergency; and

WHEREAS, the COUNTY may need vehicles and qualified drivers for the purpose of transporting emergency personnel and/or evacuating the public and their pets, subject to the conditions set forth in Articles 5 and 6 hereinbelow; to shelters or temporary evacuation points in response to a major emergency; and

WHEREAS, SacRT is the primary provider of public transportation within the Sacramento Metropolitan area; and

WHEREAS, SacRT has agreed to assist the COUNTY by providing buses with qualified drivers to aid in the movement of people during an evacuation in times of a major emergency under the following terms and conditions.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. PURPOSE

The purpose of this Agreement is to establish the terms, procedures, and responsibilities of both SacRT and the COUNTY in response to a major emergency when the COUNTY requests SacRT to supply vehicles for an evacuation or to transport emergency personnel.

2. TERM

This Agreement will become effective as of the Effective Date and will continue until terminated by either party. The prior Emergency Response Services Agreement between SacRT and COUNTY will expire upon the Effective Date of this Agreement.

3. CANCELLATION CLAUSE

Either party may terminate this Agreement by giving 30 days' written notice of the termination to the other party prior to the termination date.

4. MAJOR EMERGENCY DEFINITION

Under the terms of this Agreement, a "major emergency" is a man-made or natural disaster within SacRT service boundaries and beyond the General Manager/CEO, or their designee, require approval. An event requiring the urgent immediate transportation or sheltering of

the public or rescue workers. Such emergencies include, but are not limited to: earthquakes, floods, chemical spills, acts of war or criminal acts that endanger the public safety, health or welfare, including acts of civil disobedience.

This Agreement may also be activated by COUNTY in the event that COUNTY needs to provide access to warming or cooling centers for the unhoused or other vulnerable populations, on days when temperatures are either significantly cooler or hotter than normal.

5. EMERGENCY EVACUATION DEFINITION

Under the terms of this Agreement, an “evacuation” is the urgent immediate egress or escape of people away from an area that contains an imminent threat, an ongoing threat or a hazard to lives or property. To the extent any vehicle provided by SacRT has the capacity to allow for the inclusion of pets, SacRT will also allow for members of the public to bring their pets so long as the pet is either in a carrier, crate or otherwise properly leashed and restrained and the pet does not cause a disruption or pose a threat or danger to others while being transported.

6. EMERGENCY RESCUE DEFINITION

Under the terms of this agreement, a “rescue” is an urgent and immediate response effort by employees from designated responders (i.e., mutual-aid groups, local fire departments, etc.) to an occurrence. To the extent any vehicle provided by SacRT has the capacity to allow for the inclusion of pets, SacRT will also allow for members of the public to bring their pets so long as the pet is either in a carrier, crate or otherwise properly leashed and restrained and the pet does not cause a disruption or pose a threat or danger to others while being transported.

7. COUNTY DESIGNATED PERSONNEL

The COUNTY Chief, Office of Emergency Services has designated, by name and the position title, those individuals authorized to contact SacRT in the event of major emergency as shown on **Exhibit 1**. COUNTY is responsible for submitting revisions to **Exhibit 1** in the future as personnel changes occur. SacRT will only recognize those individuals indicated in **Exhibit 1** as authorized to request bus service in the event of a major emergency. This document will be updated by the COUNTY annually and shared with SacRT.

8. SACRT DESIGNATED PERSONNEL

Those authorized by COUNTY will contact the single point of contact the **SacRT Security Operation Center (SOC) at 916-556-0150**, and confirm with a formal written request, by electronic mail, addressed to the General Manager/CEO and the General Counsel. SacRT has designated, by name and the position title, those individuals authorized to contact the COUNTY in the event of a major emergency as shown on **Exhibit 2**. The COUNTY will only recognize those individuals indicated in **Exhibit 2** as authorized to coordinate bus service in the event of a major emergency. SacRT must notify COUNTY contact information changes in the future. SacRT will coordinate all internal communication necessary to provide transportation services under the terms of this Agreement.

9. SACRT RESPONSE

SacRT has the sole discretion to determine whether it can safely provide the transportation service requested, the number and type of vehicles, the number and licensure of drivers, the duration of the service, and the route and frequency of the service schedule. This decision will be based upon the COUNTY's request for service, the nature of the emergency, concurrent emergency requests, availability of vehicles, availability of operators, the safety of SacRT personnel, the impact on SacRT's regular revenue service, federal and state charter regulations/laws, and all other applicable federal, state, and local laws.

10. SACRT SERVICE SUPPORT

SacRT will provide all necessary support for service provided to COUNTY in response to a major emergency through the use of SacRT vehicles and resources. This support will include both supervision of the operators and maintenance of the vehicles, as required.

11. CONTROL OF VEHICLES

All SacRT vehicles used to respond to a major emergency or emergency evacuation will be under the care, custody, and control of SacRT. SacRT vehicles used to respond to an emergency rescue may be under the control of appropriate emergency personnel with required licensing (CDL B) with full indemnification of the costs by the COUNTY.

12. SUPPLIES

With respect to any loaned materials and supplies that are provided by SacRT to COUNTY and are expendable or non-returnable, COUNTY will reimburse SacRT with in-kind items or the actual replacement cost for such items, plus any applicable handling charges, taxes, and other incurred expenses. With respect to such loaned items that are timely returned to SacRT without damage (other than normal wear and tear), no costs will be due from COUNTY to SacRT, including but not limited to, any rental fees for use of the loaned items.

13. COST

COUNTY will reimburse SacRT for all costs associated with providing service requested by COUNTY in response to a major emergency. These costs will be based on SacRT's most current direct hourly service rate per vehicle, which is a fixed charge per hour of service. A sample of these costs is available in **Exhibit 3**. These rates will be revised periodically and SacRT will notify the COUNTY of any rate changes upon request by COUNTY.

14. INVOICING/PAYMENT

After providing services as set forth herein, SacRT will remit to the COUNTY an invoice setting forth the date(s) and hours of services provided, consistent with the then current rates, as described in **Exhibit 3**. Payment of each invoice must be made by COUNTY to SacRT within thirty (30) days of receipt of the invoice by COUNTY.

15. INDEMNIFICATION

To the fullest extent permitted by law, each of the Parties (SacRT and County) shall indemnify, defend and hold harmless each of the other Parties, their respective governing boards, officers, directors, officials, employees, and authorized volunteers and agents from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the their respective governing boards, officers, directors, officials, employees, volunteers, agents, or contractors.

It is the intention of the Parties that the provisions of this indemnity be interpreted to impose on each Party responsibility for the acts and omissions of their respective governing boards, officers, directors, officials, employees, volunteers, agents or contractors. It is also the intention of the Parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any Claims attributable to the fault of that Party, its governing board, officers, directors, officials, employees, volunteers, agents, or contractors.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

INSURANCE OR SELF-INSURANCE

Each party (SacRT and County), at its sole cost and expense, shall carry insurance or self-insure its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, cyber liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and is grounds for termination of the Agreement.

16. NOTICE

All notices and other communications under this Agreement must be in writing and will be deemed to have been duly given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or if made electronic communication directed to the party

to whom notice is to be given at the electronic communication number listed below, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices and other communications must be directed to the parties at the addresses shown below. A party may change its person designated to receive notice, its telecopy number, or its address from time to time by giving notice to the other party in accordance with the procedures set forth in this Article.

TO COUNTY: Chief, Office of Emergency Services
County of Sacramento
3720 Dudley Blvd, Suite 122
McClellan Park CA 95652

TO SACRT: General Manager/CEO
Sacramento Regional Transit District
PO Box 2110
Sacramento CA 95812

17. FTA CHARTER PROVISIONS

The Federal Transit Administration has determined that emergency services provided by SacRT to COUNTY is an allowable exception to its charter regulations (49 CFR Part 604) requiring solicitation of interested private bus companies before such service can be provided by RT, as evidenced in 49 CFR Part 604.2(f).

18. RELATIONSHIP BETWEEN THE PARTIES

Nothing in this Agreement is intended to create, and nothing herein shall be considered as creating, any partnership, joint venture, or agency relationship between SacRT and COUNTY.

19. INDEPENDENT CONTRACTOR

In the performance of services under this Agreement, SacRT will act as independent contractor and its employees will not be considered as employees of COUNTY. Each party will pay all wages, salaries, and other amounts due to their own personnel in connection with any and all services provided under this Agreement and as required by law. Each party will be responsible for all reports and obligations respecting their own personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance. Employees, independent contractors, or agents of one party will not be deemed employees of the other party for any purpose. Nothing herein may be construed as or deemed to create the relationship of employer/employee or principal/agent between COUNTY and SacRT employees assigned to provide services under this Agreement. Each party hereby agrees to indemnify and hold the other party, its officer and employees, harmless from any and all claims that may be made against either party based upon any contention by any employee of either party or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this

Agreement or by reason of the nature and/or performance of any obligation under this Agreement.

20. NON-EXCLUSIVITY

This Agreement is not an exclusive Agreement for the provision of Emergency resources. Either party may provide such resources to entities not a party to this Agreement, and any party may enter Agreements like this with other entities. The parties hereby acknowledge that SacRT has entered into similar agreements with other local agencies as described in Exhibits 4, 5, 6, and 7 attached hereto. Consequently, notwithstanding the provisions of Article 21 below and the County's responsibilities under the Emergency Services Act and the Standardized Emergency Management System, the parties acknowledge that SacRT has obligations under agreements with agencies outside of Sacramento County that may result in SacRT being required to provide assistance outside of the County of Sacramento concurrently with a request from COUNTY and that SacRT may have limited resources in those instances.

21. COUNTY AS OPERATOR OF STANDARDIZED EMERGENCY MANAGEMENT SYSTEM

Notwithstanding the above, SacRT acknowledges, pursuant to the Emergency Services Act and the Standardized Emergency Management System, the Sacramento County Office of Emergency Services (SacOES) coordinates the overall countywide response to large scale incidents and disasters.

Additionally, SacOES is responsible for coordinating all agencies that respond to a countywide disaster to ensure resources are available and mobilized as necessary. During a countywide disaster, all resource request, including any requests of SacRT by the cities it has entered into a MOU with, must be routed through SacOES for coordination.

22. NONDISCRIMINATION

In the performance of the services set out in this Agreement, neither party may unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, gender, gender identity, gender expression, genetic information, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age (over 40), military or veteran status, marital status, family care, or pregnancy disability care leave. Each party must ensure that the evaluation and treatment of their respective employees and applicants for employment are free from such discrimination and harassment. Each party must comply with the provisions of the Fair Employment and Housing Act (Government Code §12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Sections 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

23. PRIVILEGES AND IMMUNITIES

All privileges and immunities of the parties provided by state or federal law will remain in full force and effect.

24. MODIFICATION

No waiver, alteration, modification, or termination of this Agreement will be valid unless made in writing and signed by the authorized parties hereof.

25. SEVERABILITY

If any provision or portion of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision or portion will be severable from this Agreement. Such invalidity, illegality or unenforceability will not be construed to have any effect on the validity, legality or enforceability of the remaining provisions or portions of this Agreement.

26. AMBIGUITIES

The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity will be presumed to be construed against either party.

27. INTEGRATION

This Agreement embodies the entire Agreement of the parties in relation to the services herein described, and no other agreement or understanding, verbal or otherwise, exists between the parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first hereinabove appearing.

COUNTY OF SACRAMENTO

Chief, Office of Emergency Services

SACRAMENTO REGIONAL TRANSIT
DISTRICT

General Manager/CEO

EXHIBIT I

**SACRAMENTO COUNTY AUTHORIZED PERSONNEL
TO REQUEST EMERGENCY RESPONSE SERVICES**

The following individuals/positions are currently designated as those responsible for contacting Sacramento Regional Transit District (SacRT) to request bus service in the event of a major emergency.

NAME	TITLE	CELL	EMAIL
Ann Edwards	County Executive	916-705-3093	EdwardsAnn@saccounty.gov
David Villanueva	Assistant County Executive, Administrative Services, Office of the County Executive	916-870-8346	villanuevad@saccounty.gov
Mary Jo Flynn- Nevins	Chief, Office of Emergency Services	916-508-5131	FlynnM@saccounty.gov
Ron Vicari	Director, County Transportation	916-874-5164	vicarir@saccounty.gov
Jeff Gasaway	Director, Department of General Services	916-591-3790	gasawayj@saccounty.gov
Matthew Hawkins	Emergency Operations Coordinator	916-293-2769	HawkinsM@saccounty.gov
Jason D'Alessio	Assistant Emergency Operations Coordinator	503-877-8792	dalessioj@saccounty.gov
Greg Nowakowski	Emergency Operations Center Logistics	916-876-7842	nowakowskig@saccounty.gov
Dave Wagner	Emergency Operations Center Logistics	916-875-0150	wagnerd@saccounty.gov

EXHIBIT 2

**SACRT AUTHORIZED PERSONNEL
TO RESPOND TO EMERGENCY SERVICES REQUEST**

The following individuals/positions are currently designated as those responsible for contacting responding to a request by the COUNTY for bus service in the event of a major emergency.

SacRT Security Operation Center (SOC) at 916-556-0150

NAME	TITLE	CELL	EMAIL
Henry Li	General Manager/CEO	916-869-7558	hli@sacrt.com
Shelly Valenton	Deputy General Manager/CEO	916-224-0442	svalenton@sacrt.com
Chris Flores	Chief of Staff/VP, Real Estate	916-297-2284	cflores@sacrt.com
Jason Johnson	VP, Finance/Chief Financial Officer	916-205-3810	jjohnson@sacrt.com
Carmen Alba	VP, Operations	916-431-8474	calba@sacrt.com
Laura Ham	VP, Planning, Grants and Procurement	916-826-4181	lham@sacrt.com
Lisa Hinz	VP, Security, Safety and Customer Satisfaction	916-661-1947	lhinz@sacrt.com
Devra Selenis	VP, Communications and Partnerships	916-869-8622	dselenis@sacrt.com
David Topaz	VP, Employee Development and Engagement	916-261-4429	dtopaz@sacrt.com

Sacramento Regional Transit District

Administrative Office
1400 29th Street
Sacramento, CA 95816

Q Street Office
1102 Q Street
Sacramento, CA 95811

Mailing Address
P.O. Box 2110
Sacramento, CA 95812-2110

EXHIBIT 3

SACRAMENTO REGIONAL TRANSIT REIMBURSEMENT COSTS

COUNTY will reimburse SacRT for all costs associated with providing service requested by COUNTY in response to a major emergency, evacuation, or rescue. These costs will be based on SacRT's most current direct hourly service rate per vehicle type, which is a fixed charge per hour of service. These rates will be revised periodically and SacRT will notify the COUNTY of any rate changes upon request by COUNTY.

Direct hourly service rate per vehicle type as of February 2023:

Mode	Direct Cost per Hour Actual (February 2023)
Coach Bus	\$130.20

EXHIBIT 4

ANNEXATION AGREEMENT CITY OF ELK GROVE

THIS AGREEMENT (“Annexation Agreement”) between the **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation, herein referred to as "SacRT," and the **CITY OF ELK GROVE**, a municipal corporation, herein referred to as “CITY,” and collectively referred to as "parties," is made and entered into on April 16, 2021 (“Effective Date”).

15. USE OF TRANSIT VEHICLES FOR EMERGENCY OPERATIONS

In the sudden event of a fire, flood, terrorist activity or other unforeseen act of God, CITY may be required to activate its Emergency Operations Center (EOC). Should the EOC be activated, SacRT will coordinate with CITY to provide transit vehicles, to the extent available and feasible, for CITY’s use to address the EOC event. CITY will provide SacRT with a written request, as soon as practical, for vehicles pursuant to the noticing requirements established in this Annexation Agreement. SacRT must respond to CITY within one (1) hour of the request identifying how SacRT can address the request.

EXHIBIT 5

ANNEXATION AGREEMENT CITY OF FOLSOM

THIS AGREEMENT between the **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation, herein referred to as "SacRT," and the **CITY OF FOLSOM**, a municipal corporation, herein referred to as "CITY," and collectively referred to as "parties," is made and entered into on December 21, 2018 ("Effective Date").

3. OPERATION OF TRANSIT SERVICE

C. SacRT may make emergency changes to the Service Commitment required due to equipment failure, construction, hazard, or act of God without advance notice to or permission of CITY. SacRT will notify CITY by phone, text message and or e-mail within one hour of the emergency change. For any emergency change that also meets the definition of a major change and lasts longer than 36 hours, written approval must be given by CITY Manager/designee.

EXHIBIT 6

**YOLO COUNTY
MUTUAL AID AGREEMENT**

See Yolo County MOU.

EXHIBIT 7

See Sacramento City MOU language.

RESOLUTION NO. 2024-02-006

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

February 26, 2024

**EMERGENCY RESPONSE SERVICES AGREEMENT
WITH THE CITY OF SACRAMENTO**

WHEREAS, the City of Sacramento (hereinafter "CITY") is responsible for the coordination of all activities in response to a major emergency; and

WHEREAS, the CITY may need vehicles and qualified drivers for the purpose of transporting emergency personnel and/or evacuating the public and their pets, subject to the conditions set forth in the proposed Agreement ; to shelters or temporary evacuation points in response to a major emergency; and

WHEREAS, SacRT is the primary provider of public transportation within the Sacramento Metropolitan area; and

WHEREAS, SacRT has agreed to assist the CITY by providing buses and qualified drivers to aid in the movement of people during an evacuation in times of a major emergency under the terms and conditions set forth in the Agreement.

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

THAT, the Agreement for Emergency Response Services, by and between Sacramento Regional Transit District (therein, "SacRT") and the City of Sacramento, (therein "City") whereby SacRT agrees to provide emergency response services and City agrees to reimburse SacRT for the cost of those services, is hereby approved.

THAT, the Chair and General Manager/CEO are hereby authorized and directed to execute the foregoing agreement.

PATRICK KENNEDY, Chair

A T T E S T:
HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary

RESOLUTION NO. 2024-02-007

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

February 26, 2024

**EMERGENCY RESPONSE SERVICES AGREEMENT
WITH THE COUNTY OF SACRAMENTO**

WHEREAS, the COUNTY is responsible for the coordination of all activities in response to a major emergency in the Sacramento County region; and

WHEREAS, the COUNTY may need vehicles and qualified drivers for the purpose of transporting emergency personnel and/or evacuating the public and their pets, subject to the conditions set forth in the proposed Agreement; to shelters or temporary evacuation points in response to a major emergency; and

WHEREAS, SacRT is the primary provider of public transportation within the Sacramento Metropolitan area; and

WHEREAS, SacRT has agreed to assist the COUNTY by providing buses and qualified drivers to aid in the movement of people during an evacuation in times of a major emergency under the terms and conditions set forth in the Agreement.

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

THAT, the Agreement with County of Sacramento for Emergency Response Services, by and between the Sacramento Regional Transit District (therein, "SacRT") and the County of Sacramento (therein "County"), whereby SacRT agrees to provide emergency response services and the County agrees to reimburse SacRT for the cost of those services, is hereby approved.

THAT, the Chair and General Manager/CEO are hereby authorized and directed to execute the foregoing agreement.

PATRICK KENNEDY, Chair

A T T E S T:
HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary



STAFF REPORT

DATE: February 26, 2024
TO: Sacramento Regional Transit Board of Directors
FROM: Chris Flores, Chief of Staff/VP, Real Estate
SUBJ: APPROVING THE SECOND AMENDMENT TO THE LICENSE AGREEMENT FOR UNDERGROUND CONDUIT AND FIBER (ARDEN AND OXFORD STREET – APN: 275-1032-002-000) WITH MCIMETRO ACCESS TRANSMISSION SERVICES LLC

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

Approval of the recommended action will result in the extension by one year of a license granted by SacRT to MCImetro Access Transmission Services LLC (MCImetro) to operate and maintain transverse fiber crossings within SacRT owned property subject to Federal Transit Administration (FTA) approval at Arden Way and Oxford Street.

FISCAL IMPACT

MCImetro will pay SacRT a one-year license fee of \$918. This revenue was included in the FY 2024 Operating Budget.

DISCUSSION

The Board previously granted MCImetro a one-year license to operate and maintain fiber below and perpendicular to SacRT tracks at Arden Way and Oxford Street on February 28, 2022, and later amended the agreement to add a second year. MCImetro would like to renew its license for an additional year to operate and maintain 144 strands of fiber in a transverse presentation along SacRT property with the APN 275-0132-002-0000 and located in Fee Schedule Zone 2. In consideration for SacRT authorizing MCImetro to continue to operate and maintain its fiber within SacRT's right of way, MCImetro will pay an annual license fee of \$918. The fee amount was determined based on the Board-adopted Fee Schedule for a transverse crossing in Zone 2 (Resolution 09-11-0185), as escalated by the Consumer Price Index (CPI).

RESOLUTION NO. 2024-02-008

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

February 26, 2024

APPROVING THE SECOND AMENDMENT TO THE LICENSE AGREEMENT FOR UNDERGROUND CONDUIT AND FIBER (ARDEN AND OXFORD STREET – APN: 275-1032-002-000) WITH MCIMETRO ACCESS TRANSMISSION SERVICES LLC

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

THAT, the Second Amendment to License Agreement for Underground Conduit and Fiber within SacRT's Parcel known as Assessor Parcel Number 275-0132-002-0000 by and between the Sacramento Regional Transit District (therein "SacRT") and MCImetro Access Transmission Services LLC (therein "Licensee"), whereby the term of the existing license is extended by one year subject to payment by Licensee of an annual license fee of \$918 for 144 strands and SacRT retaining the right to terminate pending Federal Transit Administration's concurrence, is hereby approved.

THAT, the General Manager/CEO is hereby authorized and directed to execute the foregoing Second Amendment to License Agreement.

PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary



STAFF REPORT

DATE: February 26, 2024
TO: Sacramento Regional Transit Board of Directors
FROM: Jason Johnson, VP, Finance/CFO
SUBJ: TEMPORARILY AUTHORIZING A FARE EQUIVALENT AND APPROVING AGREEMENT WITH HIGHLANDS COMMUNITY CHARTER SCHOOL FOR PILOT FARE EQUIVALENT FOR ADULT STUDENTS

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

Approval of the Fare Equivalent and the associated reimbursement agreement will allow for a pilot program with Highlands Community Charter School (Highlands) enabling its adult students to use a school-issued mobile ticket as valid fare media.

FISCAL IMPACT

There is no anticipated fiscal impact from the proposed agreement. The agreement with Highlands will require reimbursement based on the fare revenue that SacRT is currently receiving from Highlands.

DISCUSSION

Highlands is an adult education program with a population of over 10,000 students and 47 sites across the state, most of which are located in SacRT's service area.

Highlands currently purchases and distributes paper single ride tickets and daily passes from SacRT for its students. Distribution of paper tickets is quite cumbersome on a large scale. Tickets are given to students each day by teachers or administrators two at a time, one ticket for the ride home and a second ticket for the trip back to school the next day. Highlands distributes over 10,000 tickets and passes per month, which accounted for approximately \$30,000 monthly in fare revenue for SacRT.

Due to the burden of processing the volume of tickets ordered by Highlands, in late 2023, SacRT staff approached Highlands to discuss alternative distribution methods, including ZipPass and Connect Card. There were challenges with each and potentially significant costs to SacRT due to development work that might be needed to meet the needs of Highlands.

As an alternative, Highlands proposed using a mobile application called the “Brain”, an in-house application built by Highlands staff that students already use for school activities. There are significant advantages to using the Highlands application, including high adoption rates among students (over 97%) and zero development costs for SacRT.

In January 2024, Highlands staff provided a demonstration of the mobile application and a proposed fare equivalent. The ticket will be accessible to active students only within the Brain application. Students will be required to electronically activate a ticket prior to boarding the bus or train in a manner similar to ZipPass. The Highlands ticket will display, at minimum, the student’s name and photo, the SacRT logo and the current date and time with the seconds actively scrolling.

The proposed agreement will require Highlands staff to track activity within the application, including ticket activations, and provide information to SacRT on a monthly basis in a manner that protects student privacy. Students will be allowed to use the fare equivalent at any time on SacRT’s fixed route bus, light rail or demand-response services. While there is no provision for use on SacRT GO Paratransit Services during the pilot period, it is possible that this may be an option for a permanent program in the future. Highlands will reimburse SacRT \$30,000 per month during the pilot program. This amount reflects current revenues generated from Highlands’ students and therefore will not result in a reduction in fare revenue from Highlands.

Staff is proposing that SacRT limit the pilot program to 6 months, ending August 31, 2024 at the latest. During the pilot program, Highlands and SacRT will monitor student ridership, app usage, customer satisfaction and operator interactions with students to evaluate the program moving forward. If successful, the Highlands demonstration could become a model for SacRT to replicate in the future within its own mobile fare application

RESOLUTION NO. 2024-02-011

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

February 26, 2024

TEMPORARILY AUTHORIZING A FARE EQUIVALENT AND APPROVING AGREEMENT WITH HIGHLANDS COMMUNITY CHARTER SCHOOL FOR PILOT FARE EQUIVALENT FOR ADULT STUDENTS

WHEREAS, SacRT provides public transportation services within Sacramento County, including bus and light rail service; and

WHEREAS, Highlands Commuter Charter School is an adult school providing services to individuals who do not meet the definition of “Student” under SacRT’s adopted Fare Structure; and

WHEREAS, under SacRT’s adopted Fare Structure (Resolution No. 09-10-0174, as previously amended), all riders must present a valid Fare to access SacRT’s service; and

WHEREAS, Highlands purchases fare media from SacRT for distribution to its adult students; and

WHEREAS, SacRT incurs administrative and printing costs for the distribution of paper fare media and Highlands encounters logistical issues with fare media distribution; and

WHEREAS, Highlands has communicated to SacRT that many of its students are unable to use SacRT’s ZipPass Mobile Fare application due to intellectual disabilities, language difficulties, or other limitations; and

WHEREAS, Highlands has proposed the use of a different form of fare media that makes use of existing capabilities within the Highlands charter school mobile application; and

WHEREAS, the parties desire to engage in a pilot program to test a new form of fare media; and

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

THAT, in addition to the enumerated list contained in Resolution No. 20-03-0013, the definition of “Fare Equivalent” as set out in that Resolution, in Resolution 21-02-0011 and in Resolution No. 2022-12-19 will also include a SacRT-approved ticket displayed by

an eligible adult student from within the Highlands charter school mobile application that contains, at minimum, the following:

- (1) Student's name and photo
- (2) SacRT Logo
- (3) Highlands Charter School name
- (4) Live date/time with seconds counting so that operators are confident the ticket is not a copy.

THAT, this Fare Equivalent will be recognized as payment of the Applicable Fare for SacRT's fixed-route and demand-response bus and light rail service when visually validated by an Operator or Inspector as being used by the eligible student but will not be valid for complementary paratransit service or service operated by SacRT's transfer partners.

THAT, recognition of this Fare Equivalent is dependent upon the execution and continuing in force of an agreement with Highlands to compensate SacRT in the amount of \$30,000 per month.

THAT, the Fare Equivalent designation will expire as of the earlier of: (a) termination of the agreement between SacRT and Highlands or (b) August 31, 2024.

THAT, the Agreement with Highlands Community Charter School for Pilot Fare Equivalent for Adult Students by and between the Sacramento Regional Transit District (therein "SacRT") and Highlands Community Charter School (therein "Highlands") whereby the parties agree to develop a Fare Equivalent in the Highlands Brain app for use by eligible adult students that will be recognized for SacRT services and Highlands agrees to compensate SacRT for recognition of the Fare Equivalent at a rate of \$30,000 per month based on anticipated ridership, is hereby approved.

THAT, the Board Chair and General Manager are hereby authorized and directed to execute the foregoing Agreement.

PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary



STAFF REPORT

DATE: February 26, 2024
TO: Sacramento Regional Transit Board of Directors
FROM: Laura Ham, VP, Planning and Engineering
SUBJ: AUTHORIZING THE EXECUTION OF THE CORRECTIVE ACTION PLAN FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM FOR THE ZERO EMISSION INFRASTRUCTURE- ELK GROVE TRANSIT SYSTEM PROJECT

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

Approval of this action will allow California Department of Transportation (Caltrans) to approve the Corrective Action Plan (CAP) transferring Elk Grove Low Carbon Transit Operations Program (LCTOP) funds from the Zero Emission Infrastructure project to SacRT's Zero Emission Bus (ZEB) purchase project and allow SacRT to proceed with the ZEB bus purchase.

FISCAL IMPACT

Allows Caltrans to approve the CAP transferring \$450,000.00 Elk Grove LCTOP funds plus \$24,706.71 interest from the Zero Emission Infrastructure project to SacRT's Zero Emission Bus (ZEB) purchase project, to allow SacRT to proceed with the ZEB bus purchase.

DISCUSSION

The LCTOP is one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by the California Legislature in 2014 through Senate Bill 862. The LCTOP was created to provide operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility, with a priority on serving disadvantaged communities. Approved projects funded by LCTOP will support new or expanded bus or rail services, expand intermodal transit facilities, and may include equipment acquisition, fueling, maintenance, and other costs to operate those services or facilities, with each project reducing greenhouse gas emissions.

From 2018 to 2020, the City of Elk Grove requested a total of \$750,000 LCTOP funds for an Electric Charging Station for zero emission buses. None of the funds were spent and

effective July 1, 2021, Elk Grove's transit service area was annexed into the Sacramento Regional Transit District. The annexation agreement required unspent funds, including LCTOP, to be transferred to SacRT and to be spent on projects within and for the benefit of the City of Elk Grove. After the \$750,000 LCTOP was transferred to SacRT, \$300,000 was assigned to the RydeFreeRT Free Fare Transit for Youth- Elk Grove project, leaving a balance of \$450,000, plus \$24,706.71 interest.

SacRT has accumulated \$250,000 in 2022 LCTOP funds, allocated to SacRT, and \$196,250 in 2021 LCTOP funds from the City of Elk Grove (subsequently transferred to SacRT), to be applied to the future purchase of a 40-foot Zero Emission Replacement Bus for Elk Grove service. SacRT needs additional funds to cover the estimated \$1,000,000 cost of the 40-foot zero emission bus. SacRT proposes transferring the \$450,000 LCTOP fund balance plus \$24,706.71 LCTOP interest from the Electric Charging Station project to the existing Zero Emission Replacement Bus project. With the transferred funds, over 90% of the bus purchase will be funded.

Generally, the General Manager/CEO has the authority under Title VI of the SacRT Administrative Code to apply for and execute any grant agreement or other required documents to receive local, state or federal grants for any project that is in the Board adopted Capital or Operating Budget. However, Caltrans is requiring a Corrective Action Plan (CAP) to approve LCTOP fund transfers from one project to another. Because this transfer exceeds \$100,000, a Board Resolution is also necessary, despite the General Manager/CEO's delegated authority under Title VI. Staff recommends the Board approve the attached Resolution so the Zero Emission Bus Purchase project can move forward.

RESOLUTION NO. 2024-02-012

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

February 26, 2024

AUTHORIZING THE EXECUTION OF THE CORRECTIVE ACTION PLAN FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM FOR THE ZERO EMISSION INFRASTRUCTURE- ELK GROVE TRANSIT SYSTEM PROJECT

WHEREAS, the Sacramento Regional Transit District is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the Sacramento Regional Transit District Board wishes to delegate authorization to execute these documents and any amendments thereto to Henry Li, General Manager/CEO; and

WHEREAS, the Sacramento Regional Transit District wishes to implement the following LCTOP project(s) listed above,

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

THAT, the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations, and guidelines for all LCTOP funded transit projects.

THAT, Henry Li, General Manager/CEO is hereby authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

THAT, the Board hereby authorizes the submittal of the Corrective Action Plan for the Zero Emission Infrastructure- Elk Grove Transit System Project to the Department.

PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary



STAFF REPORT

DATE: February 26, 2024
TO: Sacramento Regional Transit Board of Directors
FROM: Carmen Alba, VP Operations
SUBJ: APPROVE A SOLE SOURCE PROCUREMENT AND THE SIXTH AMENDMENT TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT WITH ECOLANE USA INC. FOR COMPLEMENTARY PARATRANSIT SCHEDULING AND DISPATCHING SOFTWARE

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

Amending the current Contract with Ecolane USA Inc. ("Ecolane") to extend it by seven months will allow SacRT to continue to use complementary paratransit scheduling and dispatching software needed for SacRT to provide complementary paratransit service.

FISCAL IMPACT

The Sixth Amendment would increase the maximum Contract Total Consideration by \$54,598.00, from \$750,636.90 to \$805,234.90. Of this amount, \$39,598.00 will be fixed fees for product licensing and maintenance for a year. The remaining amount of \$15,000.00 will be for the cost of bundles of text messages, billed as messages are sent. The increase for FY 23 - 24 is included in the approved FY 23 - 24 Operating Budget.

DISCUSSION

SacRT began to provide complementary paratransit and demand-response service to customers in February 2019. In December 2019, under Resolution No. 19-12-0129, the SacRT Board delegated authority to the GM/CEO to approve and execute a Contract with Ecolane to provide complementary paratransit scheduling and dispatching software using the National Cooperative Purchasing Alliance (NCPA), which had conducted a full and open competitive procurement in compliance with SacRT requirements prior to awarding a contract to Ecolane.

The NCPA Master Agreement with Ecolane will expire on March 31, 2024. If SacRT desires to use the Ecolane software beyond March 31, 2024, SacRT must approve the continued use on a sole source basis. If SacRT allows the current contract to expire without a new contract to provide paratransit scheduling software services, it would cause

a significant disruption in the daily operations and SacRT will become non-compliant with both FTA and ADA regulations.

Staff plans to release a Request for Proposals (RFP) for Paratransit, Microtransit, and Eligibility Software as a Service for both paratransit scheduling and dispatching software and microtransit scheduling software services. SacRT's current contract for Microtransit Scheduling Services, with Via Mobility, LLC, does not expire until October 15, 2024. To allow for these services to be solicited jointly, Staff is recommending that the Ecolane contract be extended to be conterminous with the contract with Via Mobility, LLC.

Staff requires time to finalize the scope of services, release the solicitation on PlanetBids e-Procurement system, evaluate proposals, and award a contract(s). To ensure there is not a lapse in services, staff requests the Board approve the Sixth Amendment to the Ecolane contract to extend services through October 31, 2024.

In addition, because the General Manager/CEO's authority to execute amendments under Resolution No. 19-12-0129 was limited to amendments up to \$250,000.00, and this amendment would result in amendments totaling \$290,315.80, additional authority from the Board is required.

The amendment amount is considered fair and reasonable as Ecolane has confirmed that the current pricing (which was deemed fair and reasonable at the time of contract award) will remain in effect for the duration of the contract extension.

RESOLUTION NO. 2024-02-013

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

February 26, 2024

APPROVE A SOLE SOURCE PROCUREMENT AND THE SIXTH AMENDMENT TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT WITH ECOLANE USA INC. FOR COMPLEMENTARY PARATRANSIT SCHEDULING AND DISPATCHING SOFTWARE

WHEREAS, Ecolane USA Inc. (“Ecolane”) has provided complementary paratransit scheduling and software services to SacRT since 2019; and

WHEREAS, SacRT has been satisfied with the services provided by the Ecolane software; and

WHEREAS, the existing Software License and Services Agreement will expire March 31, 2024; and

WHEREAS, SacRT has a federal regulatory obligation to provide complementary paratransit services, which requires both timely scheduling and dispatching; and

WHEREAS, there is insufficient time to conduct a new competitive solicitation for paratransit scheduling services; and

WHEREAS, SacRT’s existing contract for demand-response (SmaRT Ride) scheduling services will expire in October 2024 and SacRT desires to conduct a new competitive solicitation for a consolidated software solution.

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

THAT, pursuant to Section 1.405.B.2 of the Procurement Ordinance, the Board has determined that it is in the best interest of SacRT to amend the existing service Contract with Ecolane to provide for continued services until October 31, 2024, while a new competitive solicitation is conducted for a long-term contract for these services, as well as demand-response service scheduling services.

THAT, the Sixth Amendment to the Software License & Services Agreement between Sacramento Regional Transit District, therein referred to as “Licensee,” and with Ecolane USA Inc. therein referred to as “Licensor,” whereby the term is extended to October 31, 2024 and the total maximum consideration is increased, from \$750,636.90 to \$805,234.90, is hereby approved.

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

PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary



STAFF REPORT

DATE: February 26, 2024
TO: Sacramento Regional Transit Board of Directors
FROM: Carmen Alba, VP, Operations
SUBJ: APPROVING SOLE SOURCE PROCUREMENTS FOR FUTURE PURCHASES OF COMPONENTS FOR GENFARE FARE COLLECTION EQUIPMENT AND DELEGATING AUTHORITY TO THE GENERAL MANAGER/CEO TO EXECUTE CONTRACTS FOR GENFARE COMPONENTS

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

Approval of a sole source for the future purchases of Genfare components for fare collection equipment will allow SacRT to purchase parts to repair its existing Genfare farebox equipment.

FISCAL IMPACT

If this action is approved, Staff will issue individual purchase orders for parts for a not-to-exceed amount of \$450,000, in aggregate, including sales tax, for a 5-year period. Costs associated with Genfare parts purchases for FY 24 are included in the approved FY 23-24 Operating Budget. Funds for purchases will be identified as purchase orders are issued.

DISCUSSION

On August 11, 2014, the Board of Directors awarded a sole source contract to Genfare for the purchase of Fast Fare fareboxes for installation in 92 new Gillig buses. The Genfare Fast Fare fareboxes were selected because SacRT was already operating Genfare fareboxes on existing buses; SacRT's revenue center vault systems were designed specifically to accommodate Genfare vaults; and SacRT did not have available space for a secondary vault system. SacRT was not able to replace the entire fleet of fareboxes and was unequipped to maintain multiple cash vault systems during a phased replacement.

Under the 2014 contract and subsequent amendments through 2016, SacRT purchased 192 Fast Fare fareboxes. As SacRT has purchased new buses, the existing fareboxes

have been moved to the new buses. The fareboxes require ongoing maintenance and replacement of parts to maintain their functionality.

Genfare communicated to SacRT that: (1) it uses proprietary coding and encryption as part of the security system used in its equipment; and (2) that it custom makes parts and components for the fare collection system using special production techniques, tooling, and set ups. Due to the customization, there would be substantial duplication of costs for another vendor to reverse engineer the parts and these costs are unlikely to be recovered through competition. SacRT is unaware of any other vendor that has attempted to manufacture or provide compatible parts. Genfare also communicated that it does not allow third parties to resell its Original Equipment Manufacturer parts and equipment. As a result, no other supplier or parts manufacturer can provide the equipment and parts needed to maintain existing fareboxes. Genfare provided a “sole source letter” dated November 8, 2022, stating that it is the sole provider of the parts required to maintain the fareboxes.

In February 2023, the General Manager/CEO approved a sole source justification for the purchase of Genfare parts up to an aggregate amount of \$150,000 (the limit of his authority) for a 3-year period. The funds available under that authorization have been expended and Staff has a continuing need for parts replacements. Because this is a known and ongoing need, it would constitute impermissible procurement splitting, as defined in Section 1.106 of the Procurement Ordinance, to consider each purchase separately, rather than looking at SacRT’s aggregate needs and long-term cost and seek Board approval for these ongoing purchases.

Under the FTA Circular 4220.1F, Chapter VI (3)(i), “A recipient may use noncompetitive proposals only when the procurement is inappropriate for small purchase procedures, sealed bids, or competitive proposals, and at least one of the following circumstances are present: adequate competition existed in the competition, a justified sole source, unusual and compelling urgency, associated capital maintenance item exception repealed, or authorized by FTA.”

A qualifying “sole source” exists for federal purposes “[i]n the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.”

In addition to these federal requirements, under Public Utilities Code section 102222, SacRT “contracts for the purchase of supplies, equipment, and materials in excess of one hundred twenty-five thousand dollars (\$125,000) shall be by contract let to the lowest responsible bidder or, in the district’s discretion, to the responsible bidder that submitted a proposal that provides the best value, as defined in paragraph (1), to the district on the basis of the factors identified in the solicitation.” While not set out in the statute, there is as common law doctrine of “futility” that excuses competitive bidding when it can be demonstrated that it would be “futile” to solicit competition. Due to the proprietary nature of the Genfare parts, Staff believes that exception applies in this instance.

In accordance with SacRT's Procurement Ordinance, Section 1.405.A Noncompetitive and Sole Source Procurement, the Board may approve and award a noncompetitive procurement using federal funding only when: (a) allowed by federal law and guidance; and (b) it has been determined that the Public Works, Supplies or Services can be provided by only one firm and that efforts to seek competition would be futile.

RESOLUTION NO. 2024-02-014

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

February 26, 2024

APPROVING SOLE SOURCE PROCUREMENTS FOR FUTURE PURCHASES OF COMPONENTS FOR GENFARE FARE COLLECTION EQUIPMENT AND DELEGATING AUTHORITY TO THE GENERAL MANAGER/CEO TO EXECUTE CONTRACTS FOR GENFARE COMPONENTS

WHEREAS, SacRT's existing fixed-route bus fleet is equipped with Genfare Fast Fare fareboxes, which are the only farebox compatible with the vaults built into SacRT Bus Maintenance Facility 1; and

WHEREAS, the Fast Fare fareboxes require periodic replacements of parts in order to maintain their functionality and usability for the entirety of their useful life; and

WHEREAS, Genfare has informed SacRT that (1) it uses proprietary coding and encryption as part of the security system used in its equipment; and (2) that it custom makes parts and components for the fare collection system using special production techniques, tooling, and set ups; and

WHEREAS, due to the customization, there would be substantial duplication of costs for another vendor to reverse engineer the parts and these costs are unlikely to be recovered through competition; and

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

THAT, pursuant to Section 1.405.A of SacRT's Procurement Ordinance, the Board finds that noncompetitive and sole source procurement for Genfare parts is appropriate because it likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition, such that the supplies can be provided by only one firm and efforts to seek competition would be futile.

THAT, authority is hereby delegated to the General Manager/CEO to enter into Contracts for the purchase of Genfare components for a period of five years at a total cost not to exceed \$450,000, in aggregate, including sales tax.

PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary



STAFF REPORT

DATE: February 26, 2024
TO: Sacramento Regional Transit Board of Directors
FROM: Laura Ham, VP, Planning, Grants and Procurement
SUBJ: APPROVE TRANSFER OF PROJECT FUNDING UNDER THE ROADWAY REPAIR AND ACCOUNTABILITY ACT (SB1) STATE OF GOOD REPAIR BETWEEN ALREADY APPROVED PROJECTS

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

This action will approve the transfer of funding between FY20, FY21, FY22 and FY23 State of Good Repair projects as described in FY24 SGR Amendment February 2024 Exhibit A.1.

This action will also approve corrections to the project title and fiscal year date on a previously approved amendment as described in FY24 SGR Amendment Aug 2023 Exhibit A.2.

FISCAL IMPACT

State of Good Repair 99313 funds in the amount of \$609,165.87 will be transferred to the Gold/Blue Line Station Conversions project.

State of Good Repair 99314 funds in the amount of \$580,906.58 will be transferred to the Gold/Blue Line Station Conversions project.

DISCUSSION

The Roadway Repair and Accountability Act of 2017 (SB1) was signed by Governor Brown on April 28, 2017. This bill included an estimated \$5.2 Billion per year for State-wide transportation improvements raised via a variety of transportation related taxes and fees. One of the revenue sources is named the Transportation Improvement Fee (TIF) which is assessed when vehicles are renewed as of January 1, 2018. The TIF is anticipated to raise an average of \$1.6 Billion per year. Of this amount, approximately \$105 Million per year is slated to bolster State Transit Assistance (STA) funding provided it is used for State of Good Repair (SGR) projects.

The Bus Maintenance Facility 1 Compressed Natural Gas, Intelligent Vehicle Network Upgrade, and the CNG Bus Replacement projects have been completed and have remaining budget in the amounts of \$238,581.49, \$198,164.38, and \$580,906.58 respectively. The total project savings of \$1,017,652.45 will be transferred to the Gold/Blue Line Light Rail Station Conversions project. The Gold/Blue Line Light Rail Station Conversions project is an eligible SB1 SGR project.

The Bus Lift Replacement project has not yet started and is not a high priority project. The Grants department recommends closing the Bus Lift Replacement project and transferring the \$172,420 SGR funds to the Gold/Blue Line Light Rail Station Conversions project.

SacRT proposes to revise the project name indicated on the August 2023 amendment from Blue Line Station Conversions to Gold/Blue Line Light Rail Station Conversions and revise the SGR Fiscal Year incorrectly stated as 20-21 to 19-20.

RESOLUTION NO. 2024-02-015

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

February 26, 2024

APPROVE TRANSFER OF PROJECT FUNDING UNDER THE ROADWAY REPAIR AND ACCOUNTABILITY ACT (SB1) STATE OF GOOD REPAIR BETWEEN ALREADY APPROVED PROJECTS

WHEREAS, the Statutes related to state-funded projects require a local or regional implementing agency to abide by various regulations.

WHEREAS, Senate Bill 1 (2017) named the Department of Transportation (Department) as the administrative agency for the State of Good Repair (SGR).

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing SGR funds to eligible project sponsors (local agencies).

WHEREAS, the General Manager/CEO is authorized to apply for grant funds and bind SacRT to grant agreements to receive local, state and/or federal funding for SacRT's Capital and/or Operating Budgets, pursuant to Title VI of the Sacramento Regional Transit District Administrative Code.

WHEREAS, State of Good Repair 99313 funds in the amount of \$609,165.87 as described in Exhibit A.1 will be transferred to the Gold/Blue Line Station Conversions project.

WHEREAS, State of Good Repair 99314 funds in the amount of \$580,906.58 as described in Exhibit A.1 will be transferred to the Gold/Blue Line Station Conversions project.

WHEREAS, corrections have been made to the project title and fiscal year date on a previously approved amendment as described in FY24 SGR Amendment Aug 2023 Exhibit A.2.

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

THAT, funding in the amount of \$1,017,652.45 will be transferred from three projects that have been completed and had project savings, to the Gold/Blue Line Station Conversions project.

THAT, funding in the amount of \$172,420 will be transferred from a closed project to the Gold/Blue Line Station Conversions project.

PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary

Savings Transfer From:

SACOG ID	Project #	Project Name	Fiscal Year	Original Allocated 99313	Original Allocated 99314	Total 99313 Spent	Total 99314 Spent	99313 Project Savings	99314 Project Savings
2022-6005-014	B173	CNG Bus Replacement	2023	\$ 2,353,931	\$ 717,776	\$ 2,353,931	\$ 334,126.88	\$ -	\$ 383,649.12
2022-6005-014	B173	CNG Bus Replacement	2022	\$ 2,232,271	\$ 413,101	\$ 2,232,271	\$ 215,843.54	\$ -	\$ 197,257.46
2021-6005-011	B175	Intelligen Vehicle Network Upgrades	2021	\$ 652,630	\$ -	\$ 454,465.62	\$ -	\$ 198,164.38	\$ -
2021-6005-012	B180	Bus Life Replacements	2021	\$ 172,420	\$ -	\$ -	\$ -	\$ 172,420.00	\$ -
2020-6005-003	B144	BMF1 CNG Fueling	2020	\$ 814,768	\$ -	\$ 576,186.51	\$ -	\$ 238,581.49	\$ -
Totals				\$ 6,226,020	\$ 1,130,877	\$ 5,616,854	\$ 549,970	\$ 609,165.87	\$ 580,906.58

Savings Transfer To:

	Project #	Project Name	Fiscal Year	Original Allocated 99313	Original Allocated 99314	Aug 2023 Amendment 99313	Aug 2023 Amendment 99314	Feb 2024 Amendment 99313	Feb 2024 Amendment 99314	New 99313 Balance	New 99314 Balance
Unknown	R380/R381	Gold/Blue Line Station Conversions	2020	\$ -	\$ -	\$ 63,551	\$ 8,765	\$ 239,150.43	\$ -	\$ 302,701.43	\$ 8,765.00
Unknown	R380/R381	Gold/Blue Line Station Conversions	2021	\$ -	\$ -	\$ 102,880	\$ 46,915	\$ 270,584.38	\$ -	\$ 373,464.38	\$ 46,915.00
Unknown	R380/R381	Gold/Blue Line Station Conversions	2022	\$ -	\$ -	\$ -	\$ 274,863	\$ -	\$ 197,257.46	\$ -	\$ 472,120.46
Unknown	R380/R381	Gold/Blue Line Station Conversions	2023	\$ -	\$ -	\$ -	\$ 222,713	\$ -	\$ 383,649.12	\$ -	\$ 606,362.12
Unknown	R380/R381	Gold/Blue Line Station Conversions	2024	\$ 2,450,542	\$ 976,286	\$ -	\$ -	\$ -	\$ -	\$ 2,450,542	\$ 976,286
2021-6005-009	B176	Drive Cams	2021	\$ 454,590	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ 554,590	\$ -
Totals				\$ 2,905,132	\$ 976,286	\$166,431.00	\$ 553,256.00	\$ 609,734.81	\$ 580,906.58	\$ 3,681,297.81	\$ 2,110,448.58

Original Amendment in August 2023

Savings Transfer From:

Project Number	Project Name	SGR Fiscal Yr	Approved SGR Allocation Amount			REVISED SGR Allocation Amount			Re-Allocate to Blue Line Conversion
			99313	99314	Total	99313	99314	Total	
R347	Watt Ave./I-80 Elevator Replacement	19-20	\$ 83,131	\$ 806,869	\$ 890,000	\$ 83,131	\$ 798,104	\$ 881,235	\$ 8,765
R364	Bidwell Instrument House	19-20	\$ 271,234		\$ 271,234	\$ 225,100		\$ 225,100	\$ 46,134
F029	1225 R St Roof Replacement	19-20	\$ 369,981		\$ 369,981	\$ 352,564		\$ 352,564	\$ 17,417
F031	Operations Control Center	20-21	\$ 133,410	\$ 62,292	\$ 195,702	\$ 30,530	\$ 15,377	\$ 45,907	\$ 149,795
R010	Light Rail Crossing Enhancement	21-22		\$ 500,000	\$ 500,000		\$ 225,137	\$ 225,137	\$ 274,863
B173	Re-Tank and Replacement CNG Buses	22-23	\$ 2,353,931	\$ 940,489	\$ 3,294,420	\$ 2,353,931	\$ 717,776	\$ 3,071,707	\$ 222,713
Total Project SGR Savings									\$ 719,687

Savings Transfer To:

R381	Blue Line Station Conversions	19-20	\$ -	\$ -	\$ -		\$ 8,765	\$ 8,765	
R381	Blue Line Station Conversions	19-20	\$ -	\$ -	\$ -	\$ 46,134		\$ 46,134	
R381	Blue Line Station Conversions	20-21	\$ -	\$ -	\$ -	\$ 17,417		\$ 17,417	
R381	Blue Line Station Conversions	20-21	\$ -	\$ -	\$ -	\$ 102,880	\$ 46,915	\$ 149,795	
R381	Blue Line Station Conversions	21-22	\$ -	\$ -	\$ -		\$ 274,863	\$ 274,863	
R381	Blue Line Station Conversions	22-23	\$ -	\$ -	\$ -	\$ -	\$ 222,713	\$ 222,713	
Total SGR Savings Transferred									\$ 719,687

REVISED Amendment in February 2024

Savings Transferred To:

R380/R381	Gold/Blue Line Station Conversions	19-20	\$ -	\$ -	\$ -		\$ 8,765	\$ 8,765	
R380/R381	Gold/Blue Line Station Conversions	19-20	\$ -	\$ -	\$ -	\$ 46,134		\$ 46,134	
R380/R381	Gold/Blue Line Station Conversions	19-20	\$ -	\$ -	\$ -	\$ 17,417		\$ 17,417	
R380/R381	Gold/Blue Line Station Conversions	20-21	\$ -	\$ -	\$ -	\$ 102,880	\$ 46,915	\$ 149,795	
R380/R381	Gold/Blue Line Station Conversions	21-22	\$ -	\$ -	\$ -		\$ 274,863	\$ 274,863	
R380/R381	Gold/Blue Line Station Conversions	22-23	\$ -	\$ -	\$ -	\$ -	\$ 222,713	\$ 222,713	
Total SGR Savings Transferred									\$ 719,687



STAFF REPORT

DATE: February 26, 2024
TO: Sacramento Regional Transit Board of Directors
FROM: Laura Ham, VP, Planning, Grants and Procurement
SUBJ: SPECIFICALLY AUTHORIZING THE GENERAL MANAGER/CEO TO APPLY FOR AND RECEIVE STATE TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM FUNDS FROM CALSTA AND CALTRANS

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

While the General Manager/CEO has authority under Title VI, Budget Procedures, of the Administrative Code (Resolution No. 09-02-0031) to apply for and receive grants for any project set forth in an adopted Capital or Operating Budget, from any federal, state or local funding program, this action will specifically clarify that the General Manager/CEO or designee can execute documents with CalSTA and Caltrans to apply for and receive State Transit and Intercity Rail Capital Program (TIRCP) funds.

FISCAL IMPACT

None as a result of this action.

DISCUSSION

The Transit and Intercity Rail Capital Program was created in 2014 by Senate Bill 862 to provide grants from the Greenhouse Gas Reduction Fund (GGRF) to fund capital improvements and operational investments to modernize California's transit systems and intercity, commuter, and urban rail systems to reduce emissions of greenhouse gases by reducing vehicle miles traveled in California. The TIRCP requires a specific SacRT Board resolution identifying SacRT's authorized representative to execute all required documents to apply for and receive TIRCP funding. The state will not accept the standing authority provided to the General Manager/CEO in Sections 6.3.1.1 and 6.3.1.2 of Title VI, Budget Procedures, as evidence of the General Manager/CEO's authority to apply for and receive this specific funding.

RESOLUTION NO. 2024-02-016

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

February 26, 2024

SPECIFICALLY AUTHORIZING THE GENERAL MANAGER/CEO TO APPLY FOR AND RECEIVE STATE TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM FUNDS FROM CALSTA AND CALTRANS

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

WHEREAS, the Sacramento Regional Transit District may receive state funding from the California Department of Transportation now or sometime in the future for transit projects; and

WHEREAS, substantial revisions were made to the programming and funding process for the transportation projects programmed in the Transit and Intercity Rail Capital Program, by Chapter 36 (SB 862) of the Statutes of 2014; and

WHEREAS, the General Manager/CEO has authority under Title VI, Budget Procedures, of the SacRT Administrative Code (Resolution No. 09-02-0031) to apply for and receive grants for any project set forth in an adopted Capital or Operating Budget, from any federal, state, or local funding program; and

WHEREAS, in addition to the preceding authorization, the Department is now requiring that a specific resolution be adopted to allow the General Manager/CEO to apply for and receive funding from the Transit and Intercity Rail Capital Program (TIRCP)

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Sacramento Regional Transit District that the fund recipient agrees to comply with all conditions and requirements for all state-funded transit projects; and

To the extent consistent with the existing authority set forth in Resolution 09-02-0031, the General Manager/CEO or his/her designee has been and continues to be authorized to execute the Master Agreement, all Award Agreements, and all Program Supplements for State-Funded Transit Projects and

any Amendments thereto with the California Department of Transportation for the Transit and Intercity Rail Capital Program for any project set forth in an adopted Capital or Operating Budget.

PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary



STAFF REPORT

DATE: February 26, 2024
TO: Sacramento Regional Transit Board of Directors
FROM: Carmen Alba, VP, Operations
SUBJ: APPROVING THE SIXTH AMENDMENT TO THE CONTRACT FOR LOW FLOOR LIGHT RAIL VEHICLE PROCUREMENT WITH SIEMENS MOBILITY, INC. FOR PURCHASE OF NINE ADDITIONAL S700 LIGHT RAIL VEHICLES

RECOMMENDATION

Motion to Approve.

RESULT OF RECOMMENDED ACTION

Approving the Sixth Amendment will exercise Sacramento Regional Transit District's (SacRT) option to purchase 9 additional low floor light rail vehicles, along with special tools and spare parts.

FISCAL IMPACT

The Sixth Amendment will increase the Contract Total Consideration with Siemens Mobility, Inc. (Siemens) by at least \$43,917,095.36 from \$175,993,059.69 to \$219,910,155.05. The current amount of \$43,917,095.36 includes a 2.5% minimum annual escalation of costs for the 52-month period between February 2022 and May 2026, in accordance with the Contract terms. However, this is not the final total price for these 9 vehicles, as the price will be recalculated in May 2026 using published labor and material indices already agreed to in the Contract. It is not possible to estimate those escalation costs at this time. The base amount is within the approved FY24 Capital Budget though future Capital Budget amendments may be needed when the final cost is determined. The amendment includes a spare parts allowance of \$2,935,988.97 and an allowance of \$367,816.09 for special tools. The Sixth Amendment and associated costs are funded with a combination of state funds including Transit & Intercity Rail Capital Program (TIRCP) of \$23,600,000, federal Rail Vehicle Replacement Program funds of \$22,968,236, federal Section 5337 funds of \$8,262,505, and State Transit Assistance funds of \$1,433,862. Total funding identified for this project is \$56,264,603. The Rail Vehicle Replacement Program funds and State Transit Assistance funds are currently available. Federal Section 5337 funds will be available in April 2024 and the TIRCP funds should be available by March 2024.

DISCUSSION

SacRT and the San Diego Metropolitan Transit System (SDMTS) released a joint Request for Proposals (RFP) for Low-Floor Light Rail Vehicle (LRV) Procurement on December 14, 2018. On February 21, 2019, SDMTS received one proposal from Siemens. The RFP provided for a base order of 25 LRVs for SDMTS with an option for SDMTS to acquire an additional 22 LRVs, and a SacRT option to procure up to 76 LRVs during the 7-year contract term.

On March 23, 2020, the Board approved the award of the Contract for 20 LRVs with Siemens for \$99,974,483.00, plus applicable California state and local sales and transaction taxes. Subsequently, the First Amendment to the Contract was executed on July 10, 2020, to revise the project schedule. On April 8, 2021, the Second Amendment was executed to add installation of railway worker protection equipment and increase the total consideration to \$100,280,347.48, plus applicable California state and local sales and transaction taxes. On October 25, 2021, the Board delegated authority to the General Manager/CEO to approve the Third Amendment to allow changes to the low-floor vehicles to improve maintainability and enhance features in the vehicle for passengers with disabilities. The Third Amendment increased the total consideration to \$100,688,819.68, plus applicable California state and local sales and transaction taxes. The Fourth Amendment increased the Contract to include the purchase of 8 additional LRVs, for a total of 28, and increased the Contract Total Consideration to \$135,836,248.12, plus applicable California state and local sales and transaction taxes and any differential amount required to be paid when the escalation formula is applied at the midpoint of delivery of the option order of 8 LRVs if the cumulative increase is in excess of the previously-applied 2.5% annual escalation.

The Fifth Amendment modified the Contract to include the purchase of 8 additional LRVs, for a total of 36. The initial increase to the Total Consideration for the additional 8 vehicles was at the cost of \$35,656,811.57, special tools not to exceed \$1,500,000.00, and spare parts not to exceed \$3,000,000.00. The Contract Total Consideration was increased to \$175,993,059.69, plus applicable California state and local sales and transaction taxes and any differential amount required to be paid when the escalation formula is applied at the midpoint of delivery of the option order of 8 LRVs if the cumulative increase is in excess of the previously applied 2.5% annual escalation. The Fifth Amendment clarified the escalation language in the Contract to specify that any Break in Production fee will be applied based on the originally-specified delivery date and that subsequent changes to either accelerate or delay the delivery will not affect the applicability of the Break in Production fee.

The Sixth Amendment would modify the Contract to include the purchase of 9 additional LRVs, for a total of 45 LRVs. The initial increase to the Total Consideration for the additional 9 vehicles will cost \$40,613,290.30 plus applicable sales tax, special tools not to exceed \$367,816.09, and spare parts not to exceed \$2,935,988.97. The Contract specifies a “base price” of \$4,046,524.00 per option LRV, which is then escalated based on the percentage increase in specified producer price and labor indices measured for the period between delivery of the 12th LRV of the base order for SDMTS (February 2022) and the midpoint of delivery of the option order (the currently-scheduled midpoint of

delivery of the 9 LRV option order is May 2026, which is a period of 52 months.) The Contract specifies a minimum escalation rate of no less than two and one-half percent (2.5%) per annum (0.2084% per month). The total estimated price of \$43,917,095.36 is based on this minimum escalation, which will raise the Contract Total Consideration to a minimum total amount of \$219,910,155.05, plus applicable taxes and fees and any applicable future escalation in excess of the previously-applied 2.5% per year. As a part of the overall Light Rail Modernization Project, the 45 LRVs will start service on the Gold Line and the Green Line later this year.

RESOLUTION NO. 2024-02-017

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

February 26, 2024

APPROVING THE SIXTH AMENDMENT TO THE CONTRACT FOR LOW FLOOR LIGHT RAIL VEHICLE PROCUREMENT WITH SIEMENS MOBILITY, INC. FOR PURCHASE OF NINE ADDITIONAL S700 LIGHT RAIL VEHICLES

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

THAT, the Sixth Amendment to the Contract for Low-Floor Light Rail Vehicle Procurement by and between Sacramento Regional Transit District (therein "SacRT") and Siemens Mobility, Inc. (therein "Contractor") whereby Contractor agrees to provide nine additional LRVs, for a total of 45 LRVs, plus spare parts and special tooling, and the total Consideration is increased by a minimum of \$43,917,095.36, from \$175,993,059.69 to \$219,910,155.05 plus applicable California state and local sales and transaction taxes and any differential amount required to be paid when the escalation formula is applied at the midpoint of delivery of the option order of nine LRVs if the cumulative increase is in excess of the previously-applied 2.5% annual escalation, is hereby approved.

THAT, the Board Chair and General Manager/CEO are hereby authorized and directed to execute the foregoing amendment.

PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary

STAFF REPORT

DATE: February 26, 2024
TO: Sacramento Regional Transit Board of Directors
FROM: Tabetha Smith, Clerk to the Board
SUBJ: COMMENDING RESOLUTIONS

RECOMMENDATION

Adopt the Attached Resolutions.

RESULT OF RECOMMENDED ACTION

Recognizes Katie Valenzuela and Sean Loloee for their service on the Sacramento Regional Transit District (SacRT) Board of Directors.

FISCAL IMPACT

None as a result of this action.

DISCUSSION

Katie Valenzuela has been a member of the SacRT Board of Directors since 2021. The Resolution presented acknowledges Katie Valenzuela's service on the SacRT Board of Directors.

Sean Loloee was a member of the SacRT Board of Directors since January 2023. The Resolution presented acknowledges Sean Loloee's service on the SacRT Board of Directors.

Staff recommends that the Board adopt the attached Resolutions commending Katie Valenzuela and Sean Loloee.

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

February 26, 2024

COMMENDING

Katie Valenzuela

Whereas, Katie Valenzuela has faithfully represented the City of Sacramento on the Sacramento Regional Transit District (SacRT) Board of Directors from January 2021 through January 2024; and

Whereas, Katie Valenzuela has over two decades of experience in community organizing and policy advocacy; and

Whereas, during Katie Valenzuela's term on the Board of Directors, SacRT accomplished the following among many others:

- Completed the South Sacramento Corridor Phase 2 (Blue Line to Cosumnes River College) project with the opening of the Morrison Creek Station between the Meadowview and Franklin stations in 2021.
- Approved SacRT's Zero Emission Bus Rollout Plan in 2021, which will transition SacRT's fleet to 100% zero emission by 2040.
- Partnered with Caltrans, Visa, Littlepay, and SC Soft in 2021 to launch the first contactless method for payment on board light rail trains in California.
- Progressed transit-oriented development with the opening of the first student transit-oriented housing project in the region at the University/65th Street Station in 2022, called the Wexler, and additional property sales.
- Several SmarT Ride expansions were implemented, which included services for Rancho Cordova, Folsom Ranch, Arden/Carmichael, Elk Grove, Gerber, and Natomas.
- Celebrated SacRT's 50th Anniversary in 2023.
- Celebrated the opening of the affordable housing development, Salvator Apartments, which serves as a catalyst for neighborhood revitalization and smart growth, adjacent to the Royal Oaks Station.
- SacRT's Bus Maintenance Program graduated their first female Journey level mechanic.
- In partnership with the City and County of Sacramento, a \$5 million grant was secured from SACOG to continue progress on a bus rapid transit route along Stockton Blvd.
- In partnership with UC Davis Health, SacRT launched the new Elk Grove/UC Davis Medical Center Express bus route 137.
- Secured over \$400 million (over \$100 million in 2023) for the Light Rail Modernization Project and celebrated the project, breaking ground for the Folsom 15-Minute Service construction.
- In partnership with Civic Thread, SacRT embarked on the Bus Stop Improvement Project, a unique initiative aimed at enhancing the overall bus stop experience for customers.
- The Downtown Riverfront Streetcar Project moved into final design.
- Approved direction to the General Manager/CEO to Allocate Capital Funds and Proceed with The Construction of the Dos Rios Station.

Whereas, SacRT was awarded the American Public Transportation Association's – 2021 North America's Outstanding Public Transportation System of the Year Award for accomplishment and innovations in public transportation; and

Whereas, SacRT was awarded in 2023 the Transportation Security Administration's Gold Standard Award for Transit Security and Emergency Preparedness; and

Whereas, SacRT received the 2023 APTA Rail Safety Certificate of Merit for Light Rail/Streetcar Systems and the 2023 APTA First Place AdWheel Award for Best Marketing and Communications to Highlight Transit Needs/Funding; and

Whereas, SacRT received the 2023 California Association of Public Information Officials Epic Award for the Rolling Library Train partnership; and

Whereas, serving on the Board of Directors, Katie Valenzuela had a guiding vision for development of public transit and has advocated and contributed to many public transit initiatives dedicated to improving transit for the Sacramento community; and

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

That, all members of the Sacramento Regional Transit Board of Directors and staff wish to convey their appreciation to Katie Valenzuela for her her dedicated service as a Board member and her commitment to high-quality public transportation throughout the District during her three years of service.

ATTEST:

HENRI LI, Secretary

By: _____

Tabetha Smith, Assistant Secretary

By: _____

PATRICK KENNEDY, Chair

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

February 26, 2024

COMMENDING SEAN LOLOEE

Whereas, Sean Loloee has faithfully represented the City of Sacramento on the Sacramento Regional Transit District (SacRT) Board of Directors from January 2023 through January 2024; and

Whereas, Sean Loloee was focused on improving the quality of life in neighborhoods through tackling housing and mental health challenges, creating opportunities for youth to thrive, and revitalizing Del Paso and Marysville Boulevard; and

Whereas, during Sean Loloee's term on the Board of Directors, SacRT accomplished the following among many others:

- Celebrated SacRT's 50th Anniversary in 2023.
- Celebrated the opening of the affordable housing development, Salvator Apartments, which serves as a catalyst for neighborhood revitalization and smart growth, adjacent to the Royal Oaks Station.
- SacRT's Bus Maintenance Program graduated their first female Journeyman.
- In partnership with the City and County of Sacramento, a \$5 million grant was secured from SACOG to continue progress on a bus rapid transit route along Stockton Blvd.
- In partnership with UC Davis Health, SacRT launched the new Elk Grove/UC Davis Medical Center Express bus route 137.
- Secured over \$400 million (over \$100 million in 2023) for the Light Rail Modernization Project and celebrated the project, breaking ground for the Folsom 15-Minute Service construction.
- In partnership with Civic Thread, SacRT embarked on the Bus Stop Improvement Project, a unique initiative aimed at enhancing the overall bus stop experience for customers.
- The Downtown Riverfront Streetcar Project moved into final design.
- Approved direction to the General Manager/CEO to Allocate Capital Funds and Proceed with The Construction of the Dos Rios Station.

Whereas, SacRT was awarded in 2023 the Transportation Security Administration's Gold Standard Award for Transit Security and Emergency Preparedness; and

Whereas, SacRT received the 2023 APTA Rail Safety Certificate of Merit for Light Rail/Streetcar Systems and the 2023 APTA First Place AdWheel Award for Best Marketing and Communications to Highlight Transit Needs/Funding; and

Whereas, SacRT received the 2023 California Association of Public Information Officials Epic Award for the Rolling Library Train partnership; and

Whereas, serving on the Board of Directors, Sean Loloee had a guiding vision for development of public transit and has advocated and contributed to many public transit initiatives dedicated to improving transit for the Sacramento community; and

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

That, all members of the Sacramento Regional Transit Board of Directors and staff wish to convey their appreciation to Sean Loloee for his dedicated service as a Board member and his commitment to high-quality public transportation throughout the District during his year of service.

ATTEST:

HENRI LI, Secretary

By: _____

Tabetha Smith, Assistant Secretary

By: _____

PATRICK KENNEDY, Chair



Transit Champion

presented to

Miguel Bararza

in recognition of your continued support and enthusiasm for public transportation, on November 13, 2023

Caity Maple

SacRT Board Member & City of Sacramento Councilmember

Patrick Kennedy

SacRT Board Chair & Sacramento County Supervisor

Henry Li

SacRT General Manager/CEO





Transit Champion

presented to

Keith Smothers

in recognition of your continued support and enthusiasm for public transportation, on November 13, 2023

Pat Hume

SacRT Board Member &
Sacramento County Supervisor

Patrick Kennedy

SacRT Board Chair &
Sacramento County Supervisor

Henry Li

SacRT General Manager/CEO





STAFF REPORT

DATE: February 26, 2024
TO: Sacramento Regional Transit Board of Directors
FROM: Henry Li, General Manager/CEO
SUBJ: SACRT IN REVIEW AND FUTURE STRATEGIC CAPITAL EXPANSION AND MODERNIZATION PLAN PRESENTATION

RECOMMENDATION

No Recommendation - For Information Only.

SacRT in review and future strategic capital expansion and modernization plan presentation.



STAFF REPORT

DATE: February 26, 2024
TO: Sacramento Regional Transit Board of Directors
FROM: Olga Sanchez-Ochoa, General Counsel
SUBJ: AUTHORIZE THE GENERAL MANAGER/CEO TO PURSUE A LEGISLATIVE AMENDMENT TO SACRT ENABLING LEGISLATION RELATIVE TO THE BOARD'S COMPOSITION AND VOTING STRUCTURE

RECOMMENDATION

Motion to Approve.

RESULT OF RECOMMENDED ACTION

To authorize the General Manager/CEO to pursue a legislative amendment to SacRT's enabling legislation relative to the Board's composition and voting structure.

FISCAL IMPACT

There is no fiscal impact related to the approval of a motion.

DISCUSSION

In late 2022, the Board Composition and Voting Structure Ad Hoc Committee ("Ad Hoc Committee") was established by the Board of Directors. In December 2022 the Ad Hoc Committee met for the first time to discuss the possibility of doing two things. The first was to discuss the City of Elk Grove's request to add one seat to the SacRT Board because of the City's relative size compared to the cities of Rancho Cordova, Folsom and Citrus Heights. Because Elk Grove had nearly double the population of each of the other small jurisdictions, the City of Elk Grove made a case for deserving a second seat. The second task was to review how best to address the change in the County's voting strength that would emerge after the Board transitioned from a weighted voting structure to a one-person-one vote voting structure that was going to take effect January 1, 2023. While the Ad Hoc Committee and the full Board were able to unanimously agree to pursue a change in SacRT's Enabling Act to give the City of Elk Grove a second seat, the issue of granting the County an additional seat did not move forward due to the City of Sacramento's opposition. The issue of the County's relative loss in voting strength due to the change to a one-person-one-vote structure has persisted as a concern for the County and other members of the Board. Consequently, the Board agreed to reconvene the Ad Hoc Committee and asked them to explore options for addressing the imbalance between the City of Sacramento and the County created by the change in voting structure. The Ad

Hoc Committee has had three meetings recently (December 6th, January 16th, and February 16th) to discuss the composition of SacRT's Board of Directors. As noted during the February 16th meeting, any decision about the Board's governing structure and composition is strictly a Board decision. Consequently, while staff will provide the Board with potential options to consider, staff will not provide a recommendation on which option the Board should select.

The composition of SacRT's Board is set out in state law. Specifically, California Public Utilities Code Sections 102100.1 - 102107 sets out the Board's composition, the way Board seats are allocated and if and how representation can be increased or decreased. Currently, Cal. PUC sec. 102100.2 allocates four seats to the City of Sacramento and allocates three seats to the County of Sacramento. Pursuant to Cal. PUC sec. 102100.3, the cities of Folsom, Citrus Heights, and Rancho Cordova each have one seat and pursuant to Cal. PUC sec. 102100.3(a)(2), the City of Elk Grove has two seats. At the Ad Hoc Committee's direction, staff conducted a peer review comparing SacRT's structure to eleven of SacRT's peer agencies in California. Based on feedback from Ad Hoc Committee members, staff provided the Ad Hoc subcommittee with some examples of board structures that had a built in a process for shifting seat allocation as population grows or decreases within each member jurisdiction during the January 16th meeting. Based on the Ad Hoc Committee's discussion at their January 16th meeting, staff developed three potential models for seat allocation for the Board to consider. Staff asked the Ad Hoc Committee members to vote on their preferred option via email. However, none of the options that were presented as potential options received a majority vote. The Ad Hoc Committee reconvened on February 16 to discuss the various options that staff presented based on feedback received by staff from members of the Ad Hoc Committee during the period they were asked to vote by email. Staff presented the Ad Hoc Committee with three new options to discuss:

1. Cap the total number of seats on the Board at eleven members and allocate two seats to the City of Sacramento, two seats to the County of Sacramento, two seats to the City of Elk Grove, one seat each to the cities of Folsom, Citrus Heights, and Rancho Cordova, and leave two seats vacant that could be later allocated to any new jurisdictions that join the District; or
2. Cap the total number of seats on the Board at thirteen members and allocate three seats to the City of Sacramento, three seats to the County of Sacramento, two seats to the City of Elk Grove, one seat each to the cities of Folsom, Citrus Heights and Rancho Cordova, and leave two seats vacant that could be later allocated to any new jurisdictions that join the District; or
3. Cap the total number of seats on the Board at fifteen members and allocate four seats to the City of Sacramento, four seats to the County of Sacramento, two seats to the City of Elk Grove, one seat each to the cities of Folsom, Citrus Heights and Rancho Cordova and leave two seats vacant that could later be allocated to any new jurisdictions that join the District.

After a thorough discussion, a majority of the Ad Hoc Committee voted to recommend to the full Board that the District pursue modifying its Enabling Act to cap the total number of Board members at thirteen and statutorily allocate three seats to the City of Sacramento, three seats to the County of Sacramento, two seats to the City of Elk Grove, one seat each to the cities of Folsom, Citrus Heights, and Rancho Cordova,

and leave two seats vacant for future growth of the District. Vice Chair Jennings was the sole dissenting vote, stating a preference for option three. Vice Chair Jennings presented the Ad Hoc Committee with an analysis of how the City of Sacramento believes the board seats should be allocated. As a courtesy to Vice Chair Jennings, staff has attached the City's analysis to this Staff Report as Attachment 1.

If the Board votes to move forward tonight, staff will work with the SacRT's state lobbyist to secure an amendment to a measure that SacRT is currently sponsoring in the Legislature. AB 1924 (Nguyen) was introduced earlier this year by Assemblywoman Stephanie Nguyen to modify SacRT's Enabling Act to allow for the City of Galt to join SacRT through annexation and this would be the likely vehicle to add the changes to the Board's composition.

The Board does not need to vote unanimously to move forward; only a majority of the Board needs to vote in the affirmative to move forward with whichever option the majority of the Board decides to approve. If the Board does select to move forward with one of the proposed options, staff will work to draft language to submit to Legislative Counsel and will work with the author to ensure that the amended version of AB 1924 (Nguyen) moves forward through the legislative process.

**ATTACHMENT 1
CITY OF SACRAMENTO ANALYSIS FOR BOARD COMPOSITION (PROVIDED BY VICE-CHAIR JENNINGS)**

Organization	Population	% of Pop	Current	% Vote	Op #1	%Vote	Op #2	% Vote	Op #3	% Vote	Op #4	% Vote	Op #5	%Vote	Op #6	Op #7
Sac County	598,519	37%	3	25%	3	27%	2	22%	3	27%	4	31%	4	27%	37%	9.25%
Sac City	518,161	32%	4	33%	3	27%	2	22%	3	27%	4	31%	4	27%	32%	8.00%
City of Elk Grove	177,005	11%	2	17%	2	18%	2	22%	2	18%	2	15%	2	13%	11%	5.50%
City of Folsom	85,498	5%	1	8%	1	9%	1	11%	1	9%	1	8%	1	7%	5%	5.00%
City of Citrus Heights	85,837	5%	1	8%	1	9%	1	11%	1	9%	1	8%	1	7%	5%	5.00%
City of Rancho Cordova	81,117	5%	1	8%	1	9%	1	11%	1	9%	1	8%	1	7%	5%	5.00%
Total			12	100%	11	100%	9	100%	11	100%	13	100%				
West Sacramento	54,187	3%											1	7%	3%	3.00%
Galt	25,557	2%											1	7%	2%	2.00%
Total	1,625,881	100%											15	100%	100%	

- #1--Up to 13 seats to accommodate additional jurisdictions like West Sac or Galt
- #2--Up to 11 seats to accommodate additional jurisdictions like West Sac or Galt
- #3--Up to 13 seats based on population 1 seat 0-150K;
2 seats 150K-300K; 3 seats more than 300K---cap at 3 seats regardless of population
- #4--Just add County seat to current
- #5--Just add County Seat plus West Sacramento and Galt to current
- #6--Weighted voting based on population % using CDF annual numbers (Based on 2023 CDF numbers) per organization not by seat using current plus adding 1 County, West Sac and Galt
- #7--Weighted voting based on population % using CDF annual numbers (Based on 2023 CDF numbers) per organization per seat using current plus adding 1 County, West Sac and Galt



STAFF REPORT

DATE: January 8, 2024
TO: Sacramento Regional Transit Board of Directors
FROM: Shelly Valenton, Deputy General Manager/CEO & Tabettha Smith, Clerk to the Board
SUBJ: ALTERNATE MEMBER CHAIR APPOINTMENT FOR CAPITOL CORRIDOR JOINT POWERS AUTHORITY

RECOMMENDATION

Chair Appointment

RESULT OF RECOMMENDED ACTION

Alternate Member Chair appointment for Capitol Corridor Joint Powers Authority (CCJPA) is needed to replace former Board member Sean Loloee, who served as an alternate to the CCJPA.

FISCAL IMPACT

None as a result of these actions.

DISCUSSION

Capitol Corridor Joint Powers Authority (CCJPA)

The CCJPA is a partnership formed among six local transportation agencies for the purpose of administering and managing the operation of the Capital Corridor Rail Service as part of the California intercity passenger rail system. The Board normally meets on the third Wednesday of February, April, June, September, and November in the morning in various locations (requires travel time outside of the City of Sacramento when not being held as a virtual meeting). Directors Daniels and Maple currently serve as members and Chair Kennedy and former Director Loloee serve as alternate members on the CCJPA Board. SacRT Board members, or their jurisdiction, who serve on this Board are compensated at a rate of \$100 per meeting, plus applicable expenses. There are no term limits on this Board.

At this time, the SacRT Board Chair needs to appoint an alternate Board member representatives to replace former Director Loloee who resigned from the Sacramento City Council on January 4, 2024.



STAFF REPORT

DATE: February 26, 2024
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

March 11, 2024
SacRT Auditorium
4:00 P.M

Quarterly Retirement Board Meeting

March 13, 2024
SacRT Auditorium
1:00 P.M

Mobility Advisory Council Meeting

March 21, 2024
SacRT Auditorium / Webconference
2:30 P.M

SacRT Proposed 2024 Service Modifications

SacRT's draft service modifications for calendar year 2024 are available for public review through Friday, March 1, 2024.

Proposed improvements include implementing 15-minute service frequency on the Gold Line from Sunrise Station to Historic Folsom Station to align with the existing system's service levels; adding weekend and holiday service on Folsom bus route 10; adding morning and evening trips on bus routes 1, 26, 33, 81, 84, and 93; and adding trip times on bus route 137 (Elk Grove/UC Davis Medical Center Express).

Implementing minor reductions in service to certain bus stops on Folsom bus route 10; discontinuing two early morning trips on bus route 51 (Stockton/Broadway); and discontinuing Folsom bus route 30 due to low ridership. Comments must be received by

5 p.m. on Friday, March 1, 2024. Visit [sacrt.com/2024service](https://www.sacrt.com/2024service) for details or call 916-321-BUSS (2877).

Take the Survey: Help Us Reshape the Future of SacRT

As part of our forward-thinking marketing strategy, we are on a mission to redefine SacRT's brand identity for the future. This involves creating an evolved style and logo that will not only modernize our image but also enhance visibility for both our riders and community members to make it easier to identify the spectrum of services SacRT offers. This initiative has special significance as we prepare to roll out our new fleet of low-floor light rail trains this summer.

In late 2022, SacRT engaged the community to discover how best to refresh our brand identity for the next decade. After more than 450 responses, we are ready to share the case study highlights and follow-up survey.

SacRT is close to finalizing our new logo but still needs additional community input. If you have not taken the short survey, we encourage you to take it. Your input will drive SacRT into the future. The survey will close on Thursday, February 29, 2024. Please find the survey at: <https://www.sacrt.com/apps/sacrt-seeking-input-on-new-brand-identity-and-logo/>



STAFF REPORT

DATE: February 26, 2024
TO: Sacramento Regional Transit Board of Directors
FROM: Greg Walters, EEO Officer
SUBJ: EQUAL EMPLOYMENT OPPORTUNITY UPDATE

RECOMMENDATION

No Recommendation - For Information Only.

INFORMATION

2023 was a great year for SacRT with respect to equal employment opportunity and keeping our workplace safe and comfortable for all employees. We continue to fulfill our FTA EEO compliance requirements with the help of our great management team.

Specific accomplishments include:

- Assisted managers with conducting EEO-related informational meetings with most employees. In 2023 they covered our harassment prevention policy and complaint procedures and reasonable accommodation requests based on disability or religion.
- Facilitated ongoing online EEO training for all employees on sexual harassment, discrimination, and harassment prevention.
- Responded to 15 EEO complaints, each resulting in no findings.

By the Numbers

12/31/2021			12/31/2022			12/31/2023		
Total Employees	1253	% of Total Employees	Total Employees	1291	% of Total Employees	Total Employees	1328	% of Total Employees
Persons of Color	868	69%	Persons of Color	926	71.7%	Persons of Color	946	71.2%
Veterans	52	4.20%	Veterans	52	4.0%	Veterans	72	5.4%
Disabled	58	4.60%	Disabled	61	4.7%	Disabled	71	5.3%

The most dramatic change is the increased number of employees identifying as veterans or disabled. This is a source of pride for our agency.

Promotions

2022 Promotions		
Amer Ind/AN	0	0
Asians	13	11%
Black	40	33%
Hispanic	23	19%
Multi Race	9	7%
White	36	30%
Haw/PI	0	0%
TOTALS	121	

2023 Promotions		
Amer Ind/AN	0	0
Asians	16	16%
Black	28	28%
Hispanic	24	24%
Multi Race	4	4%
White	27	27%
Haw/PI	2	2%
TOTALS	101	

The number of promotions varies by year based on turnover and job openings at higher levels. The percentage of promotions for Asians, Hispanics and females increased in 2023 compared to 2022. The number decreased slightly for Black, White and Multi-Race employees but 2023 hiring of black employees rose sharply so the promotion numbers should rise over time.

Transportation Supervisor Promotions

	Males	Females
2022	9	1
2023	1	3

	2022 Demographics		Promotions	
	M	868	67%	90
F	424	33%	32	26%
TOTALS	1292		122	

	2023 Demographics		Promotions	
	M	885	67%	68
F	445	33%	36	35%
TOTALS	1330		104	

A “watch” area from last year was the number of male versus female promotions into the most hotly contested promotional category, Transportation Supervisors. Those numbers improved for females in 2023 as did percentage of promotions of females overall (26% up to 35%)

Underutilization

SacRT will update our underutilization data later this month but we already know we met our 2023 goals for increasing the number of veterans and those identifying as disabled.

“Underutilization” refers to the presence of fewer minorities or women in a particular job group than would reasonably be expected, given their availability in the talent pool we recruit from. It also refers to the presence of fewer veterans or individuals with disabilities in our workforce than the established federal goals

Complaints

SacRT had 15 EEO-related complaints in 2023 which is a remarkably consistent and reasonably low number given the size of our agency. 13 complaints were internal, two originated with the Civil Rights Department. There were no findings of discrimination, harassment or retaliation in any of the complaints and they are all closed. That said, most complaints present an opportunity for us to improve the working environment for those originating the complaints and we took full advantage of that whenever possible.

Training in 2022

EEO continues to present EEO-related and discrimination/harassment prevention training to all new employees. Additionally, our employees continue to take an online state-mandated harassment prevention class at least once every two years.

What is Next?

The focus for the next year will be on State and FTA compliance-related tasks including:

- Voluntary self-identification update (race, gender, vet or disabled)
- Mandatory harassment prevention training for all employees required every two years
- Preparation for next FTA audit
- Quickly and fairly respond to all employee complaints
- Review and further enhance hiring and selection process with HR and develop and deliver training in the enhanced process; training will include developing tools and skills to hire the best people to serve our communities

EEO continues to monitor our disciplinary actions with respect to fairness and preventing adverse impact.



STAFF REPORT

DATE: February 26, 2024
TO: Sacramento Regional Transit Board of Directors
FROM: Coye E. Carter, Internal Accountability and Compliance Auditor
SUBJ: INTERNAL AUDIT UPDATE

RECOMMENDATION

No Recommendation - For Information Only.

Internal Audit Semiannual Report to the Board of Directors

The Sacramento Regional Transit District's (SacRT) Internal Audit (IA) Unit plans, coordinates, and oversees organizational internal audit and risk assessment activities. IA reviews the integrity and efficiency of SacRT's critical activities, projects, and programs to determine if internal controls are adequate and effective in mitigating operational risks and complying with applicable laws and regulations. Additionally, IA works collaboratively with management and staff at all levels to implement necessary changes and corrective actions to assist SacRT with accomplishing its organizational goals and missions.

IA created an Internal Audit Plan for fiscal years 2024 through 2026 and continuously schedules identified operational areas for review. The Internal Audit Plan was developed through interviews with SacRT Leadership, managers, and staff along with review of financial reports, audit reports, and governing regulations for transportation agencies. Several engagements identified on the Internal Audit Plan, and additional special project reviews requested by SacRT Leadership, were completed or are on-going for the period of May 1, 2023 through January 31, 2024:

- Key Custody and I.D. Badge Access Review – (Completed)
- ADA Record Retention Compliance Review – (Completed)
- Capital Assets Review – (Completed)
- CPUC 14-B Checklist Audit – (Completed)
- NTSB Light Rail Accident Investigation Follow Up Review – (Completed)
- Cell Phone Issuance Review – (Ongoing)
- Light Rail Rolling Stock Maintenance Review – (Ongoing)

Additionally, IA continues to support SacRT's Strategic Plan and four strategic organizational pillars with the following engagements scheduled for fiscal years ending June 30, 2024, June 30, 2025, and June 30, 2026:

- 2025 FTA Triennial Review
- Light Rail Flagging Activities Review
- Light Rail Training Curriculum Review
- IT – Active Directory (AD) Review
- Elk Grove Annexation
- Take-Home Vehicle Review
- Federal Transportation Administration (FTA) Grant (5307 and 5337) Compliance Review
- Grant Activities Tracking Review
- Subrecipient Monitoring Review
- California Public Utilities Commission (CPUC) Safety Compliance Review
- Cash Handling Review
- Travel Reimbursement Review
- Revenue Contract Review

The Internal Audit Plan is periodically re-evaluated and adjusted to suit organizational priorities and accommodate special project requests from SacRT Leadership.



STAFF REPORT

DATE: February 26, 2024
TO: Sacramento Regional Transit Board of Directors
FROM: Olga Sanchez-Ochoa, General Counsel
SUBJ: GENERAL COUNSEL UPDATE

Sacramento Regional Transit District Legal Services Department Update to the Board for 2023-24

Overview:

The Legal Department has been busy working with management on a number of projects since the second half of 2023, including the Light Rail Modernization project, disposition of SacRT's administrative complex in Midtown Sacramento, purchase of the new low-floor light rail vehicles, review of the Invitation for Bid for the Dos Rios Light Rail Station, relocation of administrative staff to 1102 Q Street, and a number of other important projects for the District. Below is a summary of some of the highlights.

Employment Litigation:

Responsibility for management and oversight of employment related litigation rests with the Legal Services Department. SacRT has experienced cost-savings by using SacRT's in-house attorneys to second chair each litigated matter, while outside counsel serves as first chair. Staff in SacRT's Legal Services Department handle all document gathering and review throughout the litigation process, which significantly reduces litigation costs. In addition, close oversight of these cases by in-house counsel has resulted in the quick, cost-effective resolution of most cases. SacRT also works with outside counsel on a case-by-case basis from time to time. SacRT Legal Services Department has also been working closely with Management to resolve employment issues early to avoid litigation by providing advice on disciplinary, leave administration, and other employment related process issues to reduce the likelihood of triggering a claim and ensuring positive outcomes for both the agency and SacRT's employees.

Safety & Security

In 2023, SacRT's VP of Safety, Security & Customer Service reached out to the Legal Services Department to request assistance in understanding SacRT's ability to exclude violent passengers who attack SacRT's frontline employees from having access to our system. Our department has spent an increasing amount of time providing advice and counsel to Operations and RTPS on the legal tools at SacRT's disposal to address violent

passengers. Given societal trends, I anticipate that we will be working closely throughout 2024 advising management on how to legally manage these challenges.

Unhoused Crises

As most every other public agency in the region has had to grapple with how best to address the unhoused crises, SacRT has navigated many challenges over the past few years related to the unhoused crises. SacRT Management has had to balance the need to protect its critical infrastructure and provide a reliable, clean, and safe transit system to the riding public vs. to find a socially responsible and compassionate solutions to the unhoused crises and its impact on SacRT's system. SacRT's Legal Services Department has been a partner to other departments at SacRT in finding that balance. Throughout the year we have provided legal counsel and advice to Management regarding whether *Martin v. Boise* governs SacRT's management of the unhoused crises within its system and how best to legally address the many challenges SacRT faces in this area. We also closely monitor cases being litigated in Sacramento, the Bay Area, Southern California and throughout the state to understand how courts are resolving such disputes and to help determine how those decisions might impact SacRT's efforts to protect its facilities, critical infrastructure, employees, and passengers from any negative impacts of the unhoused crises on the system.

In January 2024, the US Supreme Court agreed to review three 9th Circuit Court of Appeals cases prohibiting local municipalities from clearing encampments, except in limited instances. The cases, one originating in Grants Pass, Oregon, one from San Francisco, California and one from Boise, Idaho, will be reviewed by the Court. The municipalities involved in the three cases are hoping for more flexibility in clearing encampments. The Legal Services Department will be closely monitoring the situation and will be ready to review and interpret any ruling issued by SCOTUS, to understand the applicability to SacRT and its impact on SacRT's ability to manage the encroachment of unhoused encampments within 25' of SacRT's critical infrastructure.

SacRT's Administrative Code Revisions and District Policies

SacRT's Legal Services Department works closely with staff when changes or additions need to be made to SacRT's Administrative Code. In the last six months, the Legal Services Department has worked with management to amend Title III of the SacRT Administrative Code twice.

In November 2023 the Legal Services Department worked with the Clerk to the Board and the Deputy General Manager to modify Title III of the SacRT Administrative Code. Title III was amended and restated to change the Board Meeting start time from 5:30 pm to 4:00 pm.

In January 2024, the Legal Services Department again worked with the Clerk to the Board and the Deputy General Manager to again modify Title III of the SacRT Administrative Code. The changes made to the code included authorizing the Board to elect a Chair and Vice Chair to two-year terms, subject to affirmation, adopting clarifying amendments to §3.1.7.8 and §3.2.1.4 of Title III that clarified that each Board member has one vote, clarified the circumstances in which a 4/5ths vote is required, and providing the Board with more flexibility in determining the duration of an ad hoc task force. These clarifying

edits incorporated changes that aligned more closely to industry practices and incorporated statutory requirements.

California Public Records Act

SacRT's Legal Services Department historically handled responding to California Public Records Act (CPRA) requests. The Legal Services Department works closely with the Program Analyst in the General Manager/CEO's office to process all CPRA requests that are submitted by the public to SacRT. Since July 2023, the Legal Services Department and the GM's Program Analyst have processed approximately 79 of varying degrees of complexity.

Board Structure & Legislative Initiatives

The Legal Services Department works very closely with the Government Affairs team on legislative initiatives. Currently, SacRT is sponsoring two bills in the Legislature. The first bill is AB 1924 (Nguyen), which will modify SacRT's service boundaries to include the southern portion of Sacramento County, including the City of Galt. The second bill is authored by Assemblyman Kevin McCarty, and it will authorize SacRT to issue super senior lifetime passes to SacRT passengers aged 70 or older without having to provide the same passes to individuals with disabilities. SacRT's Legal Services Department worked closely with VP of Real Estate/Chief of Staff and SacRT's state lobbyist on drafting language and answering questions from Legislative Counsel and legislative committee consultants regarding the measures and the intent behind them. As the bills make their way through the legislative process, the Legal Services Department will continue to provide support to our Government Affairs staff.

Real Estate Support

Throughout the latter part of 2023, the Legal Services Department worked closely with the Real Estate Department on a number of key projects including navigating the Surplus Land Act ("SLA"), disposing of SacRT's midtown administrative complex, SacRT expanding its Q Street Lease, the acquisition of property rights necessary to complete the Light Rail Modernization Project, providing legal support for the Dos Rios Light Rail Station project, providing legal support for the close out of several remaining real estate transactions related to the SSCP2 project, providing legal support for SacRT's quest to acquire a new administrative campus and maintenance facility, and providing legal support for numerous easements, licenses, rights of entry and other real estate related transactions. There are several real estate related transactions that are in progress that SacRT's Legal Services Department will dedicate significant resources to in the remainder of 2024 to progress those transactions. In addition to what has already been mentioned, the SacRT Legal Services Department worked on the following real estate transactions during the latter part of 2023 and beginning of 2024:

1. Easton Development Easement Swap
2. SMUD ROE for Folsom 15-minute service
3. 65th Street Transfer Station Relocation amendment for concrete pad replacement
4. Ground Lease for Parking Purposes along Stockton Blvd

Pension Support

The Legal Services Department continues to serve the role of counsel to SacRT's pension staff as that staff performs their role of pension administrator. While the Retirement System has its own counsel, SacRT, as the pension administrator that executes the directives of the Retirement Boards, relies on SacRT's Legal Services Department to provide advice and counsel on pension related issues from the perspective of the pension administrator. In that role, SacRT's Legal Services Department continues to review all pension applications and approvals before their final approval by the General Manager/CEO. In addition, SacRT Legal Services Department continues to review all Qualified Domestic Relations Orders and works with Pension Administration on ensuring that all provisions in each QDRO comply with SacRT's pension plans.

Leave Administration

SacRT established a Leave Administration Committee approximately 13 years ago to manage complex leave requests submitted by employees. The Committee is a cross-departmental body made up of representatives from Human Resources, Labor Relations, EEO, Risk and Legal. SacRT's Legal Services Department has been actively engaged with the Committee throughout the second half of 2023 providing legal advice and counsel to the Committee on SacRT's legal obligations related to FMLA, ADA, CFRA, PDL and the various other leave laws that provide leave entitlement to employees in California.

Procurement Support and Drafting of Contracts

The Legal Services Department has participated in the majority of procurements over the past 6 months, including assisting in the drafting and review of bid documents, providing advice and counsel during the selection process, drafting the contracts and providing assistance with contract interpretation after contract execution. In the latter half of 2023 and the beginning of 2024, the Legal Services Department worked on a number of significant procurements and other project agreements including:

1. Siemens amendment for purchase of 8 additional low-floor LRVs
2. Dos Rios IFB
3. Watt/180 Transit Center Improvements IFB
4. Low Floor Vehicle Platform Phase 3 IFB
5. Low Floor Vehicle Platform Phase 1 CCOs
6. CM Work Orders for Low Floor Vehicle Platform
7. On-Call Planning Support Services Contracts
8. Final closeout of FVM contract with Scheidt & Bachmann
9. Solicitation for CAF Midlife Overhaul
10. On-Call Real Estate Seller Representative Services
11. Globe Station Mini high platform
12. CCOs for Aldridge Contract for 15-minute service to Folsom
13. Solicitations for Contactless fare payment system (hardware and software components)
14. Clever Devices IVN5 Contract to update Clever Devices hardware and software
15. Empathy Bereavement Benefit services contract

16. Light Rail Station Enhancement Services contract with Davra (to communicate what type of vehicle is arriving at Central Business District stations)
17. New Los Rios Student Transit Pass Agreement
18. Risk Management Information System Contract
19. General Liability and Workers Compensation Claims Audit Services
20. Contracts for Railroad Flagging Support Services
21. Shane Brown Electric contract for Emergency Repairs at 1400 29th Street
22. SKK 1800 24th Street Construction and Maintenance Agreement for Off-Site Improvements to support theater project adjacent to SacRT's 23rd Street light rail station
23. ANGI CNG Training to train SacRT's Facilities staff to maintain critical compressor equipment for CNG service
24. Building sign for 1102 Q Street
25. Contract for On-Call Revenue Vehicle Auto Body Repair to allow SacRT to have an ongoing contract in place to speedily repair revenue vehicles damaged in accidents

In addition to the procurements listed above, SacRT Legal worked on numerous other smaller procurements. SacRT Legal anticipates that it will continue to serve a role in the procurement process in the remainder of 2024. In the last six months, SacRT Legal has drafted 226 contracts.

General Legal Support

During the latter half of 2023, SacRT's Legal Services Department provided advice and counsel to SacRT Management on the many projects the district is progressing. We provided advice and counsel on labor and employment issues, real property, CEQA, NEPA, PEPPA, Title VI, First Amendment issues, procurement, Brown Act, FPPC and conflicts issues, leave administration, and the many legal issues that arise daily at a high performing public transit agency. We have faced many challenges during this year and anticipate that the remainder of 2024 will be no different. In addition to the projects already mentioned previously in this update, we also dedicated significant staff time to the following projects:

1. Student Transit Pass Agreement with Sacramento County to subsidize RydeFreeRT
2. DGS CNG purchase agreement to continue to allow SacRT to purchase biogas and earn renewable energy credits.
3. City of Rancho Cordova Interchange Project Agreement to support City of Rancho Cordova's project for development south of Folsom Blvd
4. Updating the Record Retention Schedule
5. Reviewing CBA's in anticipation of new contract negotiations
6. Providing support to Human Resources on reviewing criminal background check results for prospective employees

We look forward to continuing to assist SacRT Management progress the Board's many initiatives and priorities.



STAFF REPORT

DATE: February 26, 2024
TO: Sacramento Regional Transit Board of Directors
FROM: Sarah Poe, Planner
SUBJ: SAN JOAQUIN JOINT POWERS AUTHORITY MEETING
SUMMARY OF JANUARY 26, 2024

RECOMMENDATION

No Recommendation - For Information Only.

Chair Pat Hume was present for the regular meeting of the San Joaquin Joint Powers Authority on January 26, 2024.

Meeting Notes

Item 1. Call to Order, Pledge of Allegiance, Roll Call

Item 2. Public Comments

- Jennifer Donlon Wyant with the City of Sacramento, and James Corless with the Sacramento Area Council of Governments (SACOG) welcomed the Board members to the region and emphasized the desire for collaboration on upcoming transportation projects.
- Mike Barnbaum welcomed members.
- Steve Cohn announced that a Central Valley Rail Group meeting is coming up, which will include presentations on several projects.
- Doug Kerr requested information about the purchase of train cars by Caltrans.

Item 3. Consent Calendar

- All items were passed on consent.

Item 4. PUBLIC HEARING: Presentation and Approval of a Resolution Adopting the Accessibility Compliance with U.S. Department of Transportation (USDOT) Level Boarding Regulation (Bryan Pennino/Danielle Pena)

Staff Comments:

- Provided an update on the public draft report. No public comments were received during the comment period.
- Staff has finalized the report with the proposed ADA boarding methodology.
- System compliance covers both ACE and San Joaquin.
- The report proposes to use bridge plates, mini high platforms, and portable wheelchair lifts for compliance.
- No fiscal impact.

- Staff recommends Board approval so report can be submitted to FTA.

Board Comments:

- None

Public comments:

- None

Board Vote:

- All approved

Item 5. Approve a Resolution of the Governing Board of the San Joaquin Joint Powers Authority Approving an Agreement with Perkins Eastman Architects D.P.C. for Station Signage and Wayfinding System for an Amount Not-To-Exceed \$639,374 and Authorizing the Executive Director to Negotiate, Award, and Execute Any and All Agreements and Documents Related to the Project including Approving Any and All Agreements thereto within Her Spending Authority (David Lipari/Autumn Gowan)

Staff Comments:

- Unified signage and wayfinding are needed at stations; therefore, a signage and wayfinding plan needs to be developed.
- In a joint procurement with SJRRC, ACE and Valley Rail, all stations will be audited for the development of a complete signage and wayfinding manual.
- Intends to plan and design unified signage criteria.
- Key focus for communications will be differing passenger types.
- Three proposals have been received in the procurement process.

Board Comments:

- N/A

Public comments:

- N/A

Board Vote:

- All approved.

Item 6. Approve a Resolution of the Governing Board of the San Joaquin Joint Powers Authority Authorizing the Executive Director to Submit and Execute Any and All Grant Applications, Agreements, Certifications, and Assurances and Any Other Documents Necessary to the California State Transportation Agency to obtain State Rail Assistance (SRA) Funding in the Amount of \$3,000,000 towards the Burlington Northern Santa Fe (BNSF) Lake to West Escalon Track Improvements (Tamika Smith/Angela Miller)

Staff Comments:

- Staff reported an available balance of \$6.6 million in SRA funding to program to projects.
- Staff recommended SRA funding be requested for the final BNSF Lake to West Escalon double track construction phase of the project (\$3 million).

- The project will construct 3.8 miles of new double track, connecting two existing segments of double track between Lake and West Escalon.

Board Comments:

- None

Public comments:

- None

Board Vote:

All approved

Item 7. Approve a Resolution of the Governing Board of the San Joaquin Joint Powers Authority Approving an Agreement with Four Nines Technologies for Technical Support for the San Joaquins Ticketing System for an Amount Not-To-Exceed \$1,286,870 and Authorizing the Executive Director to Negotiate, Award, and Execute Any and All Agreements and Documents Related to the Project including Approving Any and All Amendments thereto within Her Spending Authority (David Lipari/Autumn Gowan)

Staff Comments:

- Agency has a goal to unify ticketing and fare collection between San Joaquins and ACE, making an easier and more positive experience for passengers.
- Staff recommended pursuing the future ticketing platform project with Four Nines to perform needs assessment, analysis and develop concepts for joint ticketing.
- Proposed project schedule to target ticket sales ability in early 2026.

Board Comments:

- N/A

Public comments:

- N/A

Board Vote:

- All approved

Item 8. Approve a Resolution of the Governing Board of the San Joaquin Joint Powers Authority Authorizing Entering into a Memorandum Of Understanding (OU) With the Redding Area Bus Authority (RABA) to Operate the Route 3 Thruway Bus Service (Stockton-Sacramento-Chico-Redding) Between Redding and Chico Via Red Bluff And Allow Passengers to Purchase Bus-only Tickets for All Redding and Red Bluff Route 3 Bus Stop Pairs Between Redding and Stockton, in the Table Attached Hereto, Upon RABA Operating the Segment, Including a Revenue Guarantee Paid Through Amtrak, Subject to Approval as to Form by General Council, and Authorizes the Executive Director to Execute Any and All Documents Related Thereto (Michael Hanebutt)

Staff Comments:

- Route 3 service changes were presented in a phased plan involving RABA partnership.
- Continued partnership and interim work will continue for future Route 3 operations.

- Staff recommend entering the MOU to allow bus-only ticketing at all Route 3 stop pairs.
- Fiscal impact is anticipated in early 2024 and future years.

Board Comments:

- Director Burgis asked if staff would coordinate further on goals brought up by Caltrans. Staff replied yes; this interim step with RABA will be the first effort.

Public comments:

- Mike Barnbaum supports the phased approach, and this is a great move forward for open ticketing. He suggested including service to Sacramento International Airport in the next phase.
- Addison Winslow, a City of Chico council member, recommended approval, as this will support sustainability goals, GHG/VMT reduction, and housing projects.
- Jenn Pollum of Shasta Regional Transportation Agency supported the continued phases to improve connectivity and sees this as a huge benefit.
- Bryce Goldstein, a Chico resident, provided support, as this will benefit all communities in the Northern Valley, including disadvantaged communities.
- Gabby Sefranick, a Caltrans employee, provided support for open ticketing on all Route 3 stop pairs.
- David Welch, a passenger, strongly supported the benefits of bus-only ticketing.
- John Ando, General Manager of the Redding Area Bus Authority looks forward to continued partnership and collaboration on the MOU.

Board Vote:

- All approved.

Item 9. SJJPA 2024 Business Plan Review (Michael Hanebutt)

Staff Comments:

- Public review draft of the Business Plan will be released in late February 2024, and presented again for approval in March 2024.
- Key areas of continued focus and changes include continuing to outline pandemic impacts, continuing to coordinate with partner agencies, continuing to pursue new service opportunities, and continuing to maintain agency facilities and infrastructure.

Public comments:

- Mike Barnbaum supported the reintroduction of the seventh-round trip for the San Joaquins and looks forward to more Venture cars in service.

Board Vote:

- Informational only.

Item 10. Del Paso Multimodal Transportation Network and Land Use Compatibility Action Plan Update (Michael Hanebutt)

Staff Comments:

- The Plan builds on Valley Rail Project and enhances multimodal connectivity between proposed Valley Rail station and two SacRT light rail stations.

- Many partnerships include affordable housing partners, Rail Commission, City of Sacramento, SACOG, Caltrans, and SacRT.
- Next steps include securing agreements with SACOG, preparing procurement of consultant, and stakeholder/public outreach meetings.

Board Comments:

- N/A

Public comments:

- Roger Dickinson encouraged the acceleration of the project, as opportunities for housing and all modes of transportation are needed and suggested the idea of a parking garage to create mixed-use environment.
- Jennifer Donlon-Wyant with the City of Sacramento expressed support and is excited to partner with others on the project.
- The local developer agreed with R. Dickinson and is excited about the station and looks forward to improving connectivity and supporting development in the area.
- Steve Cohn with Sacramento Metro Advocates for Rail and Transit (SMART) supports the project as it will help the economy, climate goals, and transit. SMART will be planning a walking tour and panel on March 27, 2024.

Board Vote:

- Informational only.

Item 11. North Valley Rail Update (Chris Devine/Michael Hanebutt)

Staff Comments:

- The study of expanding passenger rail service north from the Sacramento Area to Butte County is nearing completion. The second draft of the Plan is out for public review, and comments are due on February 6, 2024.
- Comments will be incorporated into a final plan by the end of February and will come back to the Board in the coming months for a deep dive into the strategic plan.
- The next phase of project development will include components such as environmental report and continued coordination with partners.

Board Comments:

- N/A

Public comments:

- Gary Bradford with Yuba City supported the new opportunities that will result from improved rail access.

Board Vote:

- Informational only.

Item 12. Operations and Venture Cars Update (Brian Schmidt/Nathan Alastra)

Staff Comments:

- Provided a Venture Car update and service schedule.

- Currently waiting for train set 3, which will be coming in June or July 2024.

Board Comments:

- N/A

Public comments:

- N/A

Board Vote:

- Informational only.

Item 13. Update and Discussion of Advertising Activities for Amtrak San Joaquins

(Marques Cook)

Staff Comments:

- Jeffrey Scott Agency (JSA) provided an update on advertising activities from the last six months.
- Key areas of activities include brand management, social media management, and media buying.

Board Comments:

- N/A

Public comments:

- N/A

Board Vote:

- Informational only.

Item 14. Board Member Comments

- N/A

Item 15. Executive Director's Report

- Announced a joint meeting is scheduled for February 8, 2024.

Item 16. Adjournment

The next regular meeting is scheduled for: March 22, 2024



STAFF REPORT

DATE: February 26, 2024
TO: Sacramento Regional Transit Board of Directors
FROM: Michael Cormia, Director, Light Rail Maintenance
SUBJ: CAPITOL CORRIDOR JOINT POWERS AUTHORITY MEETING SUMMARY OF FEBRUARY 21, 2024.

RECOMMENDATION

No Recommendation - For Information Only.

SacRT Board Members present: Caity Maple.

RESULT OF RECOMMENDED ACTION

AGENDA

- I. Call to Order – 10:14
- II. Roll Call and Pledge of Allegiance (Est. Time: 5 minutes)
- III. Report of the Chair (Est. Time: 5 minutes)
- IV. Consent Calendar (Est. Time: 5 minutes) *Action-Passed*
 - 1. Approve Minutes of the November 15, 2023, Meeting
 - 2. Authorize the CCJPA and El Dorado County Transit Authority Bus Service Agreement
 - 3. Authorize CCJPA to Enter an Affordable Housing Sustainable Communities (AHSC) Grant for Agnew Siding Capital Funding
 - 4. Authorize CCJPA to Contract with HDR for Completion of National Environmental Policy Act (NEPA) Documentation for the Sacramento to Roseville Third Mainline Track (Phase One) Project
- V. Action and Discussion Items
 - 1. Caltrans District 3 Mitigation Plan Including Capitol Corridor Service Support (Est. Time: 10 minutes) *Action-Passed*
 - 2. CCJPA’s Supplemental Environmental Impact Report (EIR) for the Sacramento to Roseville, Phase 1 (Est. Time: 15 minutes) *Action-Passed*
 - 3. Capital Project Update (Est. Time: 25 minutes)
 - a. Capital Project: Carquinez Crossing Ph- 2 (75% Update) *Info*
Public comment: Aleta Dupre, Mike Barnbaum, Derek, Lis Aims, Doug.
Director comments: McPartland, Saltzman, Jain, Raburn
 - b. CCJPA Capital Project Portfolio *Info*
 - 4. Legislation and Funding Update – State and Federal *Info*
Public comment: Mike Barnbaum
 - 5. Managing Director’s Report (Est. Time: 10 minutes) *Info*
Director comments: Maple, Saltzman, Frerichs, Houldesheldt, Hernandez

6. CCJPA Project and Program Updates (Est. Time: 0 mins)

- a. CCJPA FY 2022-23 Independent Financial Audit
- b. FY 2025-26 Annual Business Plan Workshops
- c. Marketing and Communications Activities
- d. Sacramento to Roseville Third Track
- e. South Bay Connect
- f. Davis Crossover and Signal Replacement
- g. Stege Crossover and Signal Upgrade
- h. Agnew Siding
- i. Right-of-Way Safety & Security
- j. Link21 Program
- k. CalPIDS Modernization

VI. Board Director Reports (Est. Time: 5 minutes)

Director report: Houdesheldt, Chapman, Raburn

VII. Public Comments (Est. Time: 10 minutes)

Public comment: Allen Miller, Aleta Dupre

VIII. Adjournment. Next Meeting Date: 10:00 a.m., April 17, 2024 – Solano Transportation Authority Board Room in Suisun City FISCAL IMPACT