



AGENDA

Sacramento Transportation Authority Sacramento Abandoned Vehicle Service Authority (SAVSA)

700 H Street, Suite 1450 • Sacramento, California • 95814
(Board of Directors may participate via teleconference)

THURSDAY

AUGUST 13, 2020

1:30 PM

Members: Sue Frost, Garrett Gatewood, Eric Guerra, Steve Hansen, Jeff Harris, Kerri Howell, Patrick Hume, Patrick Kennedy, Steve Miller, Don Nottoli (Vice Chair), Susan Peters, Paul Sandhu, Jay Schenirer, Phil Serna, Darrell Steinberg, Darren Suen (Chair)

Alternates: Nick Avdis, Steven Detrick, Shawn Farmer, Rosanna Herber, Mike Kozlowski, Porsche Middleton, Donald Terry

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PUBLIC COMMENT PROCEDURES

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Live Meeting comment

Make a verbal public comment during a meeting. The public comment phone line will open 15-minutes prior to the start of the meeting. Refer to the agenda and listen to the live meeting to determine when is the best time to call to be placed in queue to make a public comment. Callers may be on hold for up to an extended period of time and should plan accordingly. Dial (916) 875-2500 and follow the prompts to be placed in queue for a specific agenda item or off-agenda matter. When the Chair opens public comment for a specific agenda item or off-agenda matter, callers will be transferred from the queue into the meeting to make a verbal comment. Each agenda item queue will remain open until the public comment period is closed for that specific item.

Written comment

- Send an email comment to BoardClerk@saccounty.net. Include meeting date and agenda item number or off-agenda item. Contact information is optional.
- Mail a comment to 700 H Street, Suite 2450, Sacramento, CA 95814. Include meeting date and agenda item number or off-agenda item. Contact information is optional.
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AGENDA

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Sacramento Abandoned Vehicle Service Authority

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VIEW MEETING

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CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

COMMENT ITEMS

1. Comments From The Public Regarding Matters Not On The Agenda
2. Executive Director's Report

Will Kempton

CONSENT ITEMS

3. Approve Action Summary: June 11, 2020 STA Governing Board Meeting ◀ *Jennifer Doll*
4. Approve Action Summary: July 15, 2020 STA Special Governing Board Meeting ◀ *Jennifer Doll*
5. SacMetro Freeway Service Patrol Semiannual Report *Jennifer Doll*
6. Sacramento Regional Radio Communications System User Licensing Agreement ◀ *Jennifer Doll*
7. Measure A Fiscal Year 2019/20 4th Quarter Capital Projects Status Reports *Timothy Jones*
8. Authorization To Examine Sales And Use Tax Records ◀ *Timothy Jones*
9. Revised Board Meeting Schedule For Calendar Year 2020 ◀ *Will Kempton*

AGENDA

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Sacramento Abandoned Vehicle Service Authority

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SEPARATE ITEMS

10. Approval Of Executive Director Recruitment Process And Appointment Of Selection Committee ◀ *Will Kempton*

11. Comments Of Authority Members *All*

◀ *Denotes items that require Board action*

Staff reports and associated materials are available online at www.sacta.org. For assistance with agenda packets, please contact STA at (916) 323-0080 or info@sacta.org. For questions regarding the agenda or any item on the agenda, please contact Will Kempton at (916) 323-0080 or will@sacta.org.



AUGUST 13, 2020

AGENDA ITEM # 2

EXECUTIVE DIRECTOR'S REPORT

Action Requested: Receive and File

Key Staff: Will Kempton, Executive Director

Measure A Capital Improvement Program Update

In last month's Executive Director's report, staff provided some brief comments regarding the status of the Capital Improvement Program (CIP) for the existing Measure A Program. The report reiterated that the CIP has been affected by reductions in revenue originally anticipated for the program and debt service obligations which were not calculated in initial program projections.

The Measure A Expenditure Plan approved by Sacramento County voters in November of 2004, included revenue estimates of \$4.74 billion in sales tax receipts and \$488 million in anticipated developer fees through the Sacramento County Transportation Mitigation Fee Program (SCTMFP). A \$1.4 billion CIP was developed based on these revenue estimates and consistent with projects listed in the Expenditure Plan. The CIP established allocation amounts to ten recipient agencies over the 30-year life of the Measure A Program (2009-2039).

For most of the Measure program, allocations of annual revenue to recipient agencies are based on specific percentages and whatever revenue is received each year is distributed according to those percentages for spending on street and road maintenance, other eligible funding categories, and special programs per the voter-approved Expenditure Plan. The capital portion of the program is different in terms of identifying specific projects to be funded and the existing Measure's CIP was put together based on expected revenue with specific dollar allocations to the identified capital projects. As a result, any reduction in revenue has an impact on the ability to fully fund the program.

While the CIP was never formally adopted by the Governing Board, it has served to guide program expenditures. However, as outlined above, changed circumstances have had a negative effect on the program. To accelerate project delivery, a decision was made prior to the initiation of sales tax collections in 2009 to bond against anticipated revenue to pay for CIP projects that were ready to go. The resulting debt service and the cost of additional bonding has reduced available project funding. Additionally, at the start of the program period, a severe recession contributed to a drop in projected sales tax revenue and less than expected developer fees have added to the shortfall. The net impact of these changes has resulted in a significant drop in dollars available for projects included in the capital program.

In spite of these problems, CIP allocations have generally continued as originally programmed and contracts for funding commitments with recipient agencies have been extended based on agency

requests through the end of this fiscal year. All contractual obligations for the CIP to date have or will be met.* However, with a substantially reduced allocation capacity, a number of projects initially programmed in the CIP will receive no or only partial funding for the remainder of the existing Measure A timeframe.

As previously advised, staff has engaged an ad hoc committee of the Professional Advisory Group (PAG) to develop a recommended solution to this dilemma and the committee will be meeting over the next few months and intermittently with the full PAG to come to consensus on a proposed strategy to determine how remaining CIP funds should be distributed. The issue will then be brought to the Governing Board for a decision as to how the Authority should move forward.

*Caltrans and the County have contracts which extend beyond the end of the 2020-21 FY.

Re-initiation of Ten-Year Review of Process for Existing Measure A Expenditure Plan

At the January 9, 2020 Sacramento Transportation Authority meeting, the Governing Board approved a resolution continuing the initial ten-year review of the existing Measure A Expenditure Plan which is required pursuant to Ordinance No. STA 04-01. This action was taken due to the ongoing development at that time of a new ordinance and expenditure plan for a supplemental sales tax measure which has now been set aside. The delay was also implemented in the event that if a new sales tax measure was placed on the November ballot and subsequently approved by the voters of Sacramento County, complementary changes could be considered for the existing Expenditure Plan to correlate with the new measure.

Now that the issue of a ballot measure has been settled, it is appropriate that the process to consider potential amendments or modifications to the existing plan in order to reflect changing transportation needs be resumed. The resolution adopted in January requires that this process be completed by June 30, 2021, and staff will take steps in the next two months to formally re-initiate this effort.

Proposed Legislative Joint Economic Stimulus Plan (SB 1351)

Legislative leadership is working on a \$100 billion plan intended to stimulate the State's economy in the wake of the coronavirus pandemic. The stimulus plan aims to raise \$100 billion through a new tax voucher program and the acceleration of other existing revenue streams, including securitization of a portion of Senate Bill (SB) 1 funding to create jobs now and to improve key roads and highways to better support the economy. Senator Beall, Chair of the Senate Transportation and Housing Committee, has amended his bill, SB 1351, to accomplish this purpose.

Currently, SB 1 funding, after proscribed deductions for other transportation purposes, is deposited in the Road Maintenance and Rehabilitation Account to be split equally between the State Highway Account and local governments (cities and counties). SB 1351 would modify that split, transferring a sizeable piece of the Transportation Improvement Fee (TIF), an additional vehicle registration fee added by SB 1, to a TIF Subaccount and dedicating \$250 million from that account for debt service. The California Transportation Commission would select projects for financing.

The TIF transfer would have otherwise been split 50%-50% between the state and local streets and roads, so it appears that there would be a reduction in the amount for cities and counties for maintenance and rehabilitation of \$125 million a year. While the concept of spending money on infrastructure and bringing dollars forward makes sense from the standpoint of stimulating the economy, the League of Cities and the California State Association of Counties are challenging the potential reduction in local street and road funding. Negotiations are ongoing and, as of the time this report was prepared, no agreement on a solution had been reached.

Rancho Cordova and Citrus Heights Sales Tax Proposals

The City of Rancho Cordova will place a half-cent local sales tax measure on the November ballot this fall, raising the sales tax rate to 8.75% in that jurisdiction. The proposal is for a general tax that will only require a simple majority of the electorate, and the purpose of the levy is to support City services, facilities and programs. Likewise, the Citrus Heights City Council has approved a one-cent general sales tax measure for November to maintain vital city services identified by the community as priorities. If approved by a majority of the voters, the sales tax rate in Citrus Heights will increase to 8.75% as well.

These actions follow the repeal of Ordinance STA No. 20-001 and withdrawal of the Measure A transportation sales tax proposal at the Authority's July meeting.

Looking Ahead

Staff expects to provide updated revenue projections and a potential amendment to the 2020-21 fiscal year budget at the September meeting. In addition, staff will be presenting a proposed process timeline at that meeting for resumption of the existing Measure A decennial review which was continued by resolution of the Governing Board at the January Authority meeting. Finally, if the recruitment schedule on today's agenda is approved, the Board will appoint a new and permanent Executive Director at the November meeting.



AUGUST 13, 2020

AGENDA ITEM # 3

APPROVE ACTION SUMMARY: JUNE 11, 2020 STA GOVERNING BOARD MEETING

Action Requested: Approve

Key Staff: Jennifer Doll, Special Programs Manager

Recommendation

Approve the attached Action Summary of the June 11, 2020 meeting of the STA Governing Board.

Attachment



ACTION SUMMARY
SACRAMENTO TRANSPORTATION AUTHORITY
SACRAMENTO ABANDONED VEHICLE SERVICE AUTHORITY
VIA TELECONFERENCE
700 "H" STREET - SUITE 1450
SACRAMENTO, CALIFORNIA 95814

THURSDAY

June 11, 2020

1:30 PM

Members: Sue Frost, Garrett Gatewood, Eric Guerra, Steve Hansen, Jeff Harris, Kerri Howell, Patrick Hume, Patrick Kennedy, Steve Miller, Don Nottoli (Vice Chair), Susan Peters, Paul Sandhu, Jay Schenirer, Phil Serna, Darrell Steinberg, Darren Suen (Chair)

(Member Kennedy was not present)

Alternates: Nick Avdis, Steven Detrick, Shawn Farmer, Rosanna Herber, Mike Kozlowski, Porsche Middleton, Donald Terry

The Governing Boards of the Sacramento Transportation Authority (STA) and the Sacramento Abandoned Vehicle Service Authority (SAVSA) meet concurrently.

ANNOUNCEMENT

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

Members of the public are encouraged to submit public comments electronically. Public comments will be distributed to members of the Board and filed in the meeting record. Public comments may be related to a specific agenda item number or for a matter that is not posted on the agenda, referred to as an "off agenda" item.

How to make a public comment

- Email BoardClerk@saccounty.net. Include meeting date and agenda item number. First and last name optional.
- Mail or drop off at 700 H Street, Suite 2450, Sacramento, CA 95814.

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How to request an accommodation

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PLEDGE OF ALLEGIANCE

COMMENT ITEMS

1. Comments From The Public Regarding Matters Not On The Agenda

1:34 PM Board Action: No Public comments were made.

2. Executive Director's Report

1:35 PM Board Action: Executive Director Will Kempton provided updates regarding the impact of COVID-19 on California's transportation revenue, existing Measure A Capital Improvement Program, and placement of 2020 Measure A on the November ballot.

CONSENT ITEMS

1:38 PM Board Action: Kerri Howell/ Steve Hansen - Approved the Consent Matters, Items 3 through 5, as recommended.

AYES: Sue Frost, Garrett Gatewood, Eric Guerra, Steve Hansen, Jeff Harris, Kerri Howell, Patrick Hume, Steve Miller, Don Nottoli, Susan Peters, Paul Sandhu, Jay Schenirer, Rosanna Herber, Darren Suen

NOES: (None)

ABSTAIN: (None)

ABSENT: Patrick Kennedy, Phil Serna

RECUSAL: (None)

(PER POLITICAL REFORM ACT (§ 18702.5.))

3. Action Summary: Approve May 14, 2020 STA Governing Board Meeting

1:38 PM Board Action: Approved as recommended.

4. Measure A Fiscal Year 2019/20 3rd Quarter Capital Projects Status Reports

1:38 PM Board Action: Received and filed the reports.

5. Freeway Service Patrol Caltrans FY18 Senate Bill 1 Fund Transfer Agreement Amendment

1:38 PM Board Action: Approved as recommended.

SEPARATE ITEMS

6. Presentation By University Of The Pacific Center For Business & Policy Research: Economic Impact Of The Proposed Sacramento County Measure A Transportation Sales Tax

1:39 PM Board Action: Presentation was made by Dr. Jeffrey Michael. Received and filed the report. No Board action.

7. Senate Bill 1 Cycle 3 Local Partnership Program Competitive Grant Program – Project Prioritization

2:24 PM Board Action: Steve Hansen/ Steve Miller – Authorized the Executive Director to submit the project applications to the California Transportation Commission prioritized as follows:

1. South Watt Avenue Improvement Project
2. Sacramento Valley Station Loop
3. White Rock Road Safety and Congestion Relief Project
4. Kammerer Road Complete Reconstruction
5. Elverta Road Improvement Project

AYES: Sue Frost, Garrett Gatewood, Eric Guerra, Steve Hansen, Kerri Howell, Patrick Hume, Steve Miller, Don Nottoli, Susan Peters, Paul Sandhu, Jay Schenirer, Phil Serna, Rosanna Herber, Darren Suen

NOES: (None)

ABSTAIN: (None)

ABSENT: Jeff Harris, Patrick Kennedy

RECUSAL: (None)

(PER POLITICAL REFORM ACT (§ 18702.5.))

8. Approval Of Modification To The Distribution Of Existing Measure A Funding For Senior And Disabled Transportation Services

2:28 PM Board Action: Steve Hansen/ Steve Miller - Approved as recommended.

AYES: Sue Frost, Garrett Gatewood, Eric Guerra, Steve Hansen, Kerri Howell, Patrick Hume, Steve Miller, Don Nottoli, Susan Peters, Paul Sandhu, Phil Serna, Rosanna Herber, Darren Suen

NOES: (None)

ABSTAIN: (None)

ABSENT: Jeff Harris, Patrick Kennedy, Jay Schenirer

RECUSAL: (None)

(PER POLITICAL REFORM ACT (§ 18702.5.))

9. Comments Of Authority Members

2:28 PM Board Action: No comments were made.

Adjourned at 2:28 p.m.

Respectfully Submitted,


Dorelle Johnson, Deputy Clerk



AUGUST 13, 2020

AGENDA ITEM # 4

APPROVE ACTION SUMMARY: JULY 15, 2020 STA GOVERNING BOARD MEETING

Action Requested: Approve

Key Staff: Jennifer Doll, Special Programs Manager

Recommendation

Approve the attached Action Summary of the July 15, 2020 meeting of the STA Governing Board.

Attachment



ACTION SUMMARY
(SPECIAL MEETING)

**SACRAMENTO TRANSPORTATION AUTHORITY
SACRAMENTO ABANDONED VEHICLE SERVICE AUTHORITY
700 "H" STREET - SUITE 1450
SACRAMENTO, CALIFORNIA 95814**
(Board of Directors may participate via teleconference)

Wednesday

July 15, 2020

1:30 PM

Members: Sue Frost, Garrett Gatewood, Eric Guerra, Steve Hansen, Jeff Harris, Kerri Howell, Patrick Hume, Patrick Kennedy, Steve Miller, Don Nottoli (Vice Chair), Susan Peters, Paul Sandhu, Jay Schenirer, Phil Serna, Darrell Steinberg, Darren Suen (Chair)

(Members Hume and Steinberg were not present)

Alternates: Nick Avdis, Steven Detrick, Shawn Farmer, Rosanna Herber, Mike Kozlowski, Porsche Middleton, Donald Terry

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Live meeting comment

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PLEDGE OF ALLEGIANCE

COMMENT ITEMS

1. Comments From The Public Regarding Matters Not On The Agenda

1:35 PM Board Action: Shea Robinson addressed the Board regarding the People's budget and the need to defund police and reinvest in the community.

2. Executive Director's Report

1:37 PM Board Action: Executive Director Will Kempton provided a report regarding the status of the Cycle 3 Local Partnership Program applications, adoption of the State budget, Federal Transportation Program, and the Measure A Capital Improvement Program.

SEPARATE ITEMS

3. Consideration Of Repeal Of Ordinance No. STA 20-001 And Withdrawal Of Request To The Board of Supervisors To Place The Measure On The November Ballot

1:38 PM Board Action: Sue Frost/ Paul Sandhu - Lucia Del Puppo presented information regarding Sacramento County voter support for a transportation sales tax. Repealed Ordinance No. STA 20-001 and withdrew the request to place the measure on the November ballot.

AYES: Sue Frost, Donald Terry, Eric Guerra, Jeff Harris, Kerri Howell, Patrick Kennedy, Steve Miller, Don Nottoli, Susan Peters, Paul Sandhu, Jay Schenirer, Phil Serna, Darren Suen
NOES: (None)
ABSTAIN: (None)
ABSENT: Steve Hansen, Patrick Hume, Darrell Steinberg
RECUSAL:(None)
(PER POLITICAL REFORM ACT (§ 18702.5.))

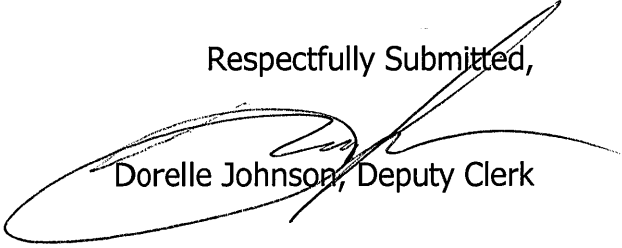
4. Comments Of Authority Members

2:53 PM Board Action: Director Jay Schenirer recognized the leadership of Director Patrick Kennedy and the work put into the development of the 2020 Measure A Transportation Expenditure Plan.

Chairperson Darren Suen recognized Director Kennedy and thanked all directors, staff, public works, and private organizations for putting time and energy into the project.

Adjourned at 2:55 p.m.

Respectfully Submitted,


Dorelle Johnson, Deputy Clerk



AUGUST 13, 2020

AGENDA ITEM # 5

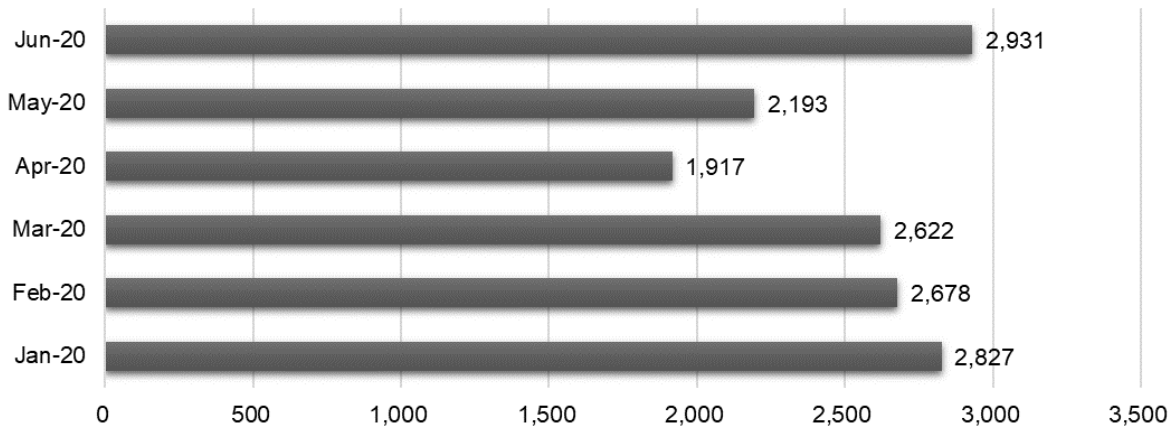
SACMETRO FREEWAY SERVICE PATROL SEMIANNUAL STATUS REPORT FOR FY2020 YEAR END

Action Requested: Receive and File

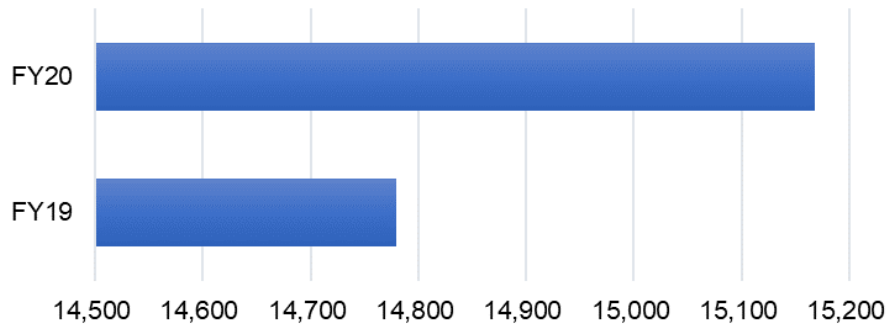
Key Staff: Jennifer Doll, Special Programs Manager




SacMetro FSP provided 15,168 assists and 276 motorists completed the online survey during the last two quarters of FY 2019/20. This is an increase of 2.63% from the same period last fiscal year with 14,780 completed assists.

Third & Fourth Quarter Assists for FY19/20



Year End Assist Totals: FY19 vs. FY20



	Types of Problems		Response Times		Service Rating
	In the last two quarters of FY20, the majority of FSP assists, 69 percent, were related to accidents, mechanical problems, and flat tires.		72 percent of motorists reported waiting less than 10 minutes before FSP appeared on scene, with 40 percent of those those waiting less than 5 minutes.		Of the 276 motorists who responded to the survey, 100 percent rated the service as 'excellent'.

Of the 276 surveys received, 248 included written comments, most expressing thanks to the driver and/or indicating support for the program. Following are a few examples:

- It's awesome service! Please keep it up
- Perfect service, I was stuck on the freeway with just me and my infant, was so nice having someone to help me when I needed it most! Loved the service!
- Thank you to John the driver for being there immediately and for his job well done. I am truly grateful
- This is an excellent service and you have no idea how much I appreciated them showing up that morning. Don't know what it was in the road I hit to give me the flat tire. But I really appreciated them for getting me to work.
- Blue Angel. That's how I will name him. Thanks Gianni!
- Driver was extremely pleasant to speak with and had wonderful customer service skills. This is a great service
- A great big thank you for being professional and knowing what to do very quickly! This service is very much appreciated!
- An angel in disguise! So very grateful for the FSP driver taking me and my car to a safer location while I waited for roadside assistance to replace/repair tire! Very efficient and helpful! Thank you so much!!!
- Roy was phenomenal! He was like an angel that appeared to help me off the freeway after my accident and car would not start- ensured everyone was OK, called CHP, and got us all to a safe place off the freeway. I had no clue what FSP did until my accident and I am grateful they were there.
- The driver was awesome, very helpful and understanding, great service and made a horrible experience with car trouble a little better to deal with.
- I am thankful your driver was there and so helpful. Thank you for your services.
- Very respectful people. Walt and Paul are very much appreciated
- Great program and the driver would not accept a tip. he surely deserved it.



AUGUST 13, 2020

AGENDA ITEM # 6

**SACRAMENTO REGIONAL RADIO COMMUNICATIONS SYSTEM
USER LICENSING AGREEMENT**

Action Requested: Approve

Key Staff: Jennifer Doll, Special Programs Manager

Recommendation

Authorize the Executive Director to execute a 10-year User Licensing Agreement with the Sacramento Regional Radio Communications System for two-way radio communication and related services for the SacMetro Freeway Service Patrol program.

Background

The Sacramento Regional Radio Communications System (SRRCS) is a network of radio communications equipment that supports a regional public safety/public service partnership. It provides a two-way voice radio communications capability for routine business and emergency purposes throughout Sacramento County and neighboring areas.

The SacMetro Freeway Service Patrol (FSP) partners with the SRRCS for two-way radio communication between the Californian Highway Patrol (CHP) and FSP Drivers. The SRRCS partnership is vital to the communication between CHP 911-Dispatchers, CHP Field Officers and the FSP Drivers.

Discussion

The SRRCS User Licensing Agreement must be renewed every 10-years and the existing agreement expired on June 30, 2020. There is an annual fee based on the number of radios assigned to the FSP program, which historically has been around \$300 per radio. The Placer County FSP program is under our User Licensing Agreement so they annually reimburse the SacMetro FSP program for all their radio costs. Renewing the 10-year SRRCS User Licensing Agreement will allow the FSP program to continue its partnership with SRRCS, thus giving the FSP program and it's CHP counterparts the necessary tools to communicate and assist the motoring public.

Attachment

**SACRAMENTO REGIONAL
RADIO COMMUNICATIONS SYSTEM
LICENSING AGREEMENT**

THIS AGREEMENT is made and entered into on this 1st day of July, 2020, by and between the **COUNTY OF SACRAMENTO**, a political subdivision of the State of California and the **SACRAMENTO TRANSPORTATION AUTHORITY** (hereinafter referred to as "Agency") which are collectively referred to as the "parties."

RECITALS

WHEREAS, a spirit of cooperation and collaboration has been demonstrated by several public agencies in the Sacramento area to develop a regional solution to meet the individual radio communications need of each agency; and

WHEREAS, the County of Sacramento, in coordination with several public safety and public service entities, has developed the Sacramento Regional Radio Communications System; and

WHEREAS, the Sacramento County Board of Supervisors contracted for the construction of the Sacramento Regional Radio Communications System; and

WHEREAS, the Sacramento Regional Radio Communications System includes a backbone communications system and end user equipment; and

WHEREAS, the Participants have pooled their individual frequencies and rights granted by the FCC; and

WHEREAS, the Sacramento Transportation Authority desires to contract with the County of Sacramento for a license for use of the backbone communications system.

WITNESSETH

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE PROMISES HEREIN CONTAINED, IT IS MUTUALLY AGREED AS FOLLOWS:

1. DEFINITIONS

- A. AGREEMENT is defined as this Sacramento Regional Radio Communications System Licensing Agreement.
- B. ANNUAL BACKBONE MAINTENANCE AND OPERATION FEE is defined as the annual fee necessary to recover the direct costs incurred by the County of

Sacramento for maintenance and operation of the Backbone and shall include, but not be limited to, the following:

- 1) Labor rates for County of Sacramento personnel assigned to work on or administer the Backbone. These rates will be the same as those charged by the County of Sacramento Department of Technology to County of Sacramento Departments for the same labor classes. These rates will be monitored and periodically adjusted by the Chief Information Officer as needed to minimize the variance between applied and actual costs. This rate structure is currently subject to federal and state audits for purposes of assuring compliance with grant and funding regulations.
- 2) Costs of all labor, materials, and supplies furnished or purchased for performance of maintenance of the Backbone, including the costs for any repairs, equipment upgrades, or replacements.
- 3) All-Risk Property insurance costs, including reserves for deductibles, for the Backbone.
- 4) Such other direct administrative, financial, and operating costs and charges as are commonly and prudently included in maintenance and operation costs by standard accounting practices, including any legal fees incurred by SRRCS as a result of any action brought against SRRCS and/or any of the Participants relating to services provided by SRRCS.

C. BACKBONE is defined as:

- 1) All trunk repeater site equipment including transmitters, receivers, and supporting electronic equipment; buildings, towers, and power sources.
- 2) All electronic or other equipment or leased services used to interconnect the trunk repeater sites.
- 3) All electronic or other equipment or leased services used to connect dispatch centers to the trunk repeater sites.
- 4) The electronic equipment in the various dispatch centers that appears on the Backbone side of the Demark Point and is used to translate the signals to a suitable audio or digital signal for use by the dispatch center.

D. DEMARK POINT is defined as a location, a point, or a set of points in the same general area, where signals are transferred from the Backbone to End User Equipment.

- E. CHIEF INFORMATION OFFICER of the County of Sacramento is defined as the Director, Department of Technology or Director of another County of Sacramento Department to the extent either has been assigned oversight of the Sacramento Regional Radio Communications System by the Board of Supervisors.
- F. END USER EQUIPMENT is defined as all equipment purchased by and under the control of the Participants.
- G. FCC is defined as the Federal Communications Commission of the United States.
- H. PARTICIPANTS shall be defined as any public agency or municipality, which enters into an agreement similar to this Agreement with the County of Sacramento and is issued a license to use the Backbone by the County of Sacramento. The current Participants are listed in Attachment 2.
- I. PUBLIC SAFETY is defined as law enforcement, fire protection, emergency medical services, and emergency operations.
- J. RADIO is defined as any mobile, portable, control station or base station radio. Although Radios purchased and used solely as maintenance spares are considered as Radios under this definition, such spare Radios shall not be included in the calculation of fees (other than purchase and installation costs of the Radios), voting rights, or other apportionment under this Agreement. .
- K. SCHEDULE is defined as the listing of the total number of Radios to be purchased by Agency as approved by the SMG and attached hereto as Attachment 1.
- L. SECONDARY SYSTEM USER is defined as an agency, which has received approval from the SMG to access the System on a separate revocable contract through one of the System Participants.
- M. SMG is defined as the Sacramento Regional Radio Communications System Management Group, which is comprised as set forth in Article 4.
- N. SYSTEM is defined as the Sacramento Regional Radio Communications System.
- O. SYSTEM MANAGER is defined as the Chief Information Officer.
- P. TAC is defined as the Sacramento Regional Radio Communications System Technical Advisory Committee, which is comprised as set forth in Article 4.
- Q. SYSTEM BUY-IN FEE is defined as the non-refundable total amount to be paid to the County of Sacramento in a lump sum for participation in (non-refundable) the System.

R. VENDOR is defined as the company selected by County of Sacramento to design and supply the System.

2. LICENSE - TERM OF AGREEMENT

During the term of this Agreement and so long as AGENCY is not in significant breach of its terms and conditions, County of Sacramento grants to AGENCY a revocable non-exclusive license to use the Backbone and the System and all components thereof.

This Agreement is effective as of the day and year first hereinabove appearing and shall continue thereafter from year to year until July 1, 2030, unless terminated pursuant to Article 3, 16, or 17.

The parties acknowledge that the Backbone was designed to meet the radio communication needs of the Participants.

If no major capital investment is required to operate the Backbone, then AGENCY and the other Participants shall only be required to pay the County of Sacramento their *pro rata* share of the County of Sacramento's Annual Backbone Maintenance and Operation Fee.

If at any time during the term of this Agreement, it becomes necessary as the result of the action of the FCC or other regulatory or legislative body to expend more money than is available in reserves for the purpose of bringing the System into compliance, AGENCY shall pay its *pro rata* share thereof based upon the formula set forth in Article 8, or, in the absence of an acceptable agreement to do so, the parties will treat participation under this Agreement as having been terminated for convenience pursuant to the following paragraph and Article 16.

In the event this Agreement terminates, the parties shall negotiate in good faith among themselves and the other Participants to arrive at a mutual and satisfactory solution to their then existing radio communications problems. To the greatest extent possible, this solution shall involve sharing of facilities and costs and making use of existing facilities or sites.

3. MAJOR CAPITAL INVESTMENT

The determination whether a major capital investment(s) is required to continue operation of the Backbone shall be made by the SMG with the advice of the TAC or an independent consultant as it deems necessary. The costs, if any, of the determination shall be divided proportionately according to number of Radios owned and operated among the total number of Participants remaining at the time of the determination.

If major capital investment is required to operate the Backbone to extend its useful life, the parties agree that they shall negotiate in good faith with each other and all of the other

Participants to address the terms for financing of the procurement and installation costs of major capital improvements to the Backbone. If the parties cannot agree to the financing terms for such an investment, the County of Sacramento shall no longer be obligated to operate and maintain the Backbone for the benefit of AGENCY or the other Participants, and AGENCY shall no longer be entitled to access the Backbone.

4. SMG AND TAC - CREATION, ORGANIZATION, AND AUTHORITY

A. SMG

- 1) The voting membership of the SMG shall have one member appointed by each Participant.

Each appointing authority shall appoint one alternate voting member who shall have full authority to act in the absence of the member to whom he or she is alternate. All appointments of voting members and alternates shall be communicated in writing to the Chief Information Officer, or the successor thereto, who shall act as Secretary to the SMG. Each Participant shall appoint such auxiliary non-voting members to the SMG as it deems appropriate.

These members shall have full rights to participate in all SMG activities and discussions, except voting. It is expected that each Participant will appoint sufficient members to fully represent all of its communication interests and to provide an SMG of sufficient breadth and depth of knowledge and experience to adequately carry out its responsibilities. Each Participant shall notify in writing or by Email the Chief Information Officer or his designated representative of all such appointments and of the termination or expiration thereof.

- 2). The SMG shall meet on a periodic basis and when requested by the Chief Information Officer or a voting SMG member, but such frequency shall be not less than semi-annually, at a time and place designated by the SMG Chair who shall provide written notice thereof to the members and alternates at least 72 hours in advance of the meeting. Such notice shall include a proposed agenda. Sufficient voting members to carry a majority of the voting power of the SMG shall constitute a quorum thereof.

A majority of the voting power of the full SMG shall be required to act, except for expenditure of reserve funds for essential modifications, which requires a two-thirds vote. Each voting member of the SMG shall have one vote for each Radio, which is part of the System and is owned or controlled by his or her agency. The radio count will be determined by the annual

snapshot conducted in January by the County of Sacramento for annual billing purposes.

- 3) The SMG shall have the authority to:
 - a) Elect officers and conduct meetings. The Chair of the SMG shall be elected from among the membership of the SMG for a term of two years. The term will begin on July 1. The Chair may serve additional terms if nominated and elected.
 - b) Advise the Chief Information Officer as to all matters relative to the construction, expansion, operation, and management of the System.
 - c) Approve new Participants and Secondary/Paid Secondary System Users of the System. The County of Sacramento may not allow additional Secondary System Users, nor enter into Agreements with new Participants, without the consent of the SMG. If a new user is a Participant, the SMG shall determine the appropriate fee structure for the Backbone pursuant to Article 12.

The Annual Backbone Maintenance and Operation Fee on account of a Paid Secondary System User shall be the same as if the Secondary System User were an individual Participant, except that the SMG may specify a usage level for the Paid Secondary System User and may reduce its fees by factors, which the SMG considers appropriate, which factors need not be the same for both Fees.

- d) Determine how much capacity, if any, is available to a Participant who wishes to reenter the system after termination of participation pursuant to Article 16 ("terminating party"). In making such determination the SMG shall consider on the one hand that the terminating party has paid or is obligated to pay for certain capacity in the Backbone, and, on the other hand, any commitments of such capacity to other Participants or users, it being the intention of the parties to this Agreement that reentry by any such terminating party shall not be permitted if such reentry causes an unreasonable exhaustion of capacity, diminution of reasonable expectations as to growth and capabilities, or shortening of the expected life of the System beyond that which might reasonably have been expected had the terminating party not terminated participation and the vacated capacity been otherwise committed. No credits will be paid for previously paid Buy-in Fee to terminating party.
- e) Approve expenditure of reserve funds for essential modifications by a two-thirds vote of the total voting power of the SMG.

- f) Establish procedures for, consider, and, to the extent possible, resolve all disputes between the parties or any of the Participants.
- g) To perform such other duties and carry out such other powers as are set forth throughout this Agreement.

B. TAC

- 1) The membership of the TAC shall be one member appointed by each Participant.

Each Participant may provide additional members to represent the interests of the Participant. Representatives on the TAC shall jointly provide services in kind without compensation from the System funding.

- 2) The TAC shall meet on a periodic basis and when requested by a TAC member, the SMG or the Chief Information Officer, but such frequency shall be not less than semi-annually, at a time and place designated by the chairperson of the TAC.
- 3) The TAC shall be the primary body for the review and discussion of technical performance issues concerning the operations, reliability, and maintenance of the System. The TAC shall advise and make suggestions and recommendations concerning operations, reliability, and maintenance for the chairperson to carry forward to the SMG or Chief Information Officer for review and policy direction.

5. **DESIGN OF THE BACKBONE**

The County of Sacramento shall procure and install the Backbone. The parties acknowledge that the Backbone may be designed and constructed at an operational efficiency level, which is less than the optimum design capacity of the Backbone as a means of reducing the costs of procurement and installation of the Backbone. The initial level of operation was essentially determined with input and advice from the SMG and the TAC. The continuing enhancements shall be determined by the Chief Information Officer with input and advice from the SMG and the TAC.

6. **OWNERSHIP OF BACKBONE**

County of Sacramento shall hold legal title to all equipment comprising the Backbone during the term of this Agreement and upon its expiration, termination, or cancellation.

7. **MAINTENANCE AND OPERATION OF BACKBONE**

County of Sacramento shall be solely responsible for maintenance and operation of the Backbone, including the costs for any repairs and replacements, and subject to recovery of costs therefore pursuant to Articles 1 and 8 hereof. County of Sacramento shall devote as much staff time as it deems necessary for Backbone operations to minimize any downtime or disruptions to radio communications by Participants.

8. ANNUAL BACKBONE MAINTENANCE AND OPERATION FEE

AGENCY shall pay the County of Sacramento an annual fee for Maintenance and Operation of the Backbone each year during the term of this Agreement to be calculated as follows:

$$g \times \frac{c}{d} = \textit{Annual Backbone Maintenance and Operation Fee}$$

Where:

- c = The total number of radios owned and operated by AGENCY as of January 1st of each year or the number of radios AGENCY intends to operate on execution of this agreement whichever is greater.
- d = The total number of Radios owned and operated by all Participants as of January 1st of each year
- g = Total annual County of Sacramento Maintenance and Operation Costs as set forth in the definition of Annual Backbone Maintenance and Operation Fee in Section B of Article 1 above.

The County of Sacramento shall send AGENCY an invoice for the amount of the Annual Backbone Maintenance and Operation Fee on or about May 1st of each year. This fee shall be due and payable not later than July 1st of each year. Interest shall accrue at the rate of ten percent (10%) per annum from the July 1 due date.

INITIAL PAYMENT The initial payment of the Annual Backbone Maintenance and Operation Fee payment shall be pro-rated for the first year of participation in the system. The formula for fee calculation for the initial payment shall be calculated as follows:

(Annual Backbone Maintenance and Operations Fee per radio for fiscal year Agency executes the agreement) X (days until June 30) / 365.

Significant Increase in Radio Count During the Year: If AGENCY adds 10%, or more, additional radios during the fiscal year the County of Sacramento may send AGENCY a supplemental invoice which shall be payable on receipt.

9. PURCHASE OF END USER EQUIPMENT

County of Sacramento agrees that AGENCY may purchase its End User Equipment directly from an equipment vendor, using County of Sacramento contracts if available. The parties acknowledge that all warranties for such equipment are only enforceable against the vendor and County of Sacramento makes no express or implied warranty for End User Equipment.

10. PURCHASE AND USE OF SECONDARY SYSTEM USER EQUIPMENT

AGENCY may purchase End User Equipment for Secondary System Users (or may authorize such Secondary System User to purchase directly pursuant to the terms of the County of Sacramento's contracts) if available for use within the System provided:

- A. The Secondary System User agrees in writing that it will comply with all applicable terms and conditions of this Agreement, all applicable regulatory requirements, and all rules, regulations, and policies pertaining to System usage.
- B. AGENCY shall be responsible to County of Sacramento for payment of all amounts due to County of Sacramento as a result of the purchase and use of such equipment.

Any Secondary System User shall enter into a written agreement with the Participant through whom its System usage is derived in the form provided by the County of Sacramento. Such agreement shall be subject to all terms and conditions developed by the SMG. If applicable, the agreement shall provide for the Annual Backbone Maintenance and Operation Fee to be paid on account of a Secondary System User in accordance with the determination of the SMG. Such Fees shall be paid to the County of Sacramento by the Participant through whom the System usage is derived.

The proposed agreement between the Participant and Secondary User shall be submitted to the TAC for review unless waived by TAC or SMG. If submitted to TAC for review, TAC may provide a recommendation to the SMG. The SMG must approve all agreements for Secondary System Users.

In the event the Secondary System User ceases participation in the System, the Radios used by it may be taken out of operation, in which case both Fees will cease at the end of the then current fiscal year, or may be continued in usage by the Participant, in which case the Fees will be charged to the Participant on the same basis as all other Radios owned by the Participant.

11. OPERATION OF RADIOS

The County of Sacramento shall assign an identification number for each Radio purchased pursuant to and during the term of this Agreement. No Radio or other device may be placed in use within the System without first being approved as to compatibility by the SMG or the System Manager.

12. SYSTEM OPERATIONS

County of Sacramento and AGENCY agree that policy or management decisions regarding the design of the Backbone and the level of operation and maintenance of the System shall be under the jurisdiction of the Chief Information Officer. The Chief Information Officer shall be responsible for administration of this Agreement and the System. The SMG shall advise the Chief Information Officer in accordance with Article 4. In the event the Chief Information Officer reports to County of Sacramento's Board of Supervisors and any recommendation therein is contrary to advice rendered by the SMG, the Chief Information Officer shall state to the Board of Supervisors the position of the SMG. The Chief Information Officer shall inform the SMG of the date and time of the Board Report to give the SMG representative an opportunity to present the position of the SMG. The SMG representative shall be selected from those members of the SMG representing the majority opinion. Technical operation decisions shall be subject to the advice of the TAC with the approval of the SMG.

The Chief Information Officer, with the advice and consent of the SMG, may make rules, regulations and policies with respect to the System and its usage, and all users shall comply with those rules, regulations, and policies. In addition, all users shall comply with all applicable provisions of this Agreement and with all applicable regulations of the FCC or any other governmental agency having jurisdiction over System usage.

The Chief Information Officer shall issue annually to all Participants a financial statement showing the financial condition of the System. Such statement need not be reviewed by an independent accountant unless the SMG so directs and approves the necessary expenditure. An annual proposed budget shall be prepared and distributed to all Participants and the SMG at least 30 days prior to its final adoption.

The County of Sacramento may contract with any Participant or Secondary System User for additions or improvements to the System provided that the cost thereof is borne in a manner which does not affect non-consenting parties and the additions or improvements are approved by the SMG.

The County of Sacramento may contract with additional agencies for use of the System. Any such contract shall be upon essentially the same terms and conditions as this

Agreement and shall provide that such new Participant shall have the same rights, duties, and obligations as the original Participants. Any such contract shall require the payment by the new Participant of an appropriate Buy-In Fee that recognizes the contributions of the participating agencies in the development of the radio system. The Buy-In Fee shall be in an amount recommended to the Chief Information Officer by the SMG.

Any such contract shall be first approved by the SMG as to availability of capacity. Any such contract may provide for a lump sum payment of the Buy-In fee or may allow the new Participant to pay such fee with interest over a period of time acceptable to the SMG.

AGENCY shall pay the Buy-In Fee in the amount and in the manner described in Attachment 1; or, as an alternative to the Buy-In Fee, AGENCY may substitute compensation in the form and amount as described in Attachment 1.

13. FREQUENCY ALLOCATION

The County of Sacramento and AGENCY agree that if additional frequency capacity is desired to be added to the System, AGENCY, after approval by the SMG, may apply to the FCC for a license and shall pay all applicable fees.

Several of the Participants have frequencies that have been assigned to them by the FCC. The parties agree that these frequencies will be pooled for use by all of the Participants and users during the term of this Agreement and shall be subject to the management of the County of Sacramento and the System Manager. Each Participant retains all rights to the frequencies it has pooled.

14. PUBLIC SAFETY PRIORITY

The County of Sacramento and AGENCY agree that Public Safety shall be given priority access to the communications functions of the System over other uses of the Backbone.

15. RADIO SYSTEM COVERAGE

The County of Sacramento makes no warranty or guarantee of any kind whatsoever including but not limited to indoor and outdoor radio coverage. The County of Sacramento has no role in resolution of indoor radio coverage issues/complaints in any type of buildings or structures. Indoor radio coverage and solutions either by BDA's or DAS systems are governed by the local Fire Marshall and the local Fire codes and ordinances.

Outdoor radio coverage issues/complaints will be reviewed by the County of Sacramento. The County of Sacramento will make a determination if the problem is being caused by interference/equipment malfunction or by inadequate system coverage in that area. If interference is found, the County of Sacramento will attempt to intervene with the responsible parties to eliminate the source of interference to the extent determined

appropriate by the County of Sacramento. SRRCS will attempt to repair all Backbone malfunctions in a timely manner.

Upon receiving a complaint of outdoor coverage problems and at the request of a Participant, if outdoor radio coverage problems are due to inadequate radio Delivered Audio Quality (DAQ) of 3.4, and cannot be resolved without new construction of radio facilities, The County of Sacramento will request a meeting with the SMG to inform them of the findings and discuss a solution to fund any new construction to resolve the issues, if possible to the extent determined appropriate by the County of Sacramento.

16. TERMINATION OF PARTICIPATION FOR CONVENIENCE

AGENCY may terminate its participation in use of the Backbone pursuant to this Agreement for its convenience at any time upon 120 days advance written notice. In the event that participation is terminated, AGENCY shall no longer be entitled to access the Backbone or membership on the SMG or TAC, and shall be relieved from payment of the Annual Backbone Maintenance and Operation Fee on a prorated basis for the Backbone until such time as AGENCY elects to recommence participation by providing 120 days advance written notice of its election. Any such recommencement of participation shall be effective as of July 1st next following the expiration of the 120 day notice period, and will require a new licensing agreement.

17. CANCELLATION FOR BREACH

Should either party fail to substantially perform its obligations in accordance with the Agreement provisions, the other party shall thereupon have the right to serve upon the breaching party a written notice of breach and requirement to cure. The notice shall advise the other party of the nature of the breach and provide a reasonable opportunity to cure.

Such opportunity shall provide a minimum of 30 days (seven days in the case of non-payment of money) following the date of service in which to cure the default, or, if the default is of such a nature that it cannot reasonably be cured within 30 days, to provide a plan for curing and to commence the cure and diligently prosecute it to completion.

If the breaching party fails to cure within the period specified, the other party may serve upon the breaching party written notice of cancellation specifying the reasons therefore and the date of cancellation, which shall not be sooner than 30 days following the date the notice is served.

If AGENCY cancels for breach and it is subsequently determined that County of Sacramento did not fail to substantially perform its obligations in accordance with the Agreement, then cancellation for breach by AGENCY shall be deemed and treated as termination of participation for convenience.

The parties agree that the rights granted under this Agreement for use of the System are unique, and in the event of a breach of the Agreement by either party, the remedy of cancellation may be inadequate. Therefore, in the event of a material breach by either party, the other party shall be entitled to the remedy of specific performance and any other remedy available at law or in equity.

18. REMEDIES OF COUNTY OF SACRAMENTO UPON TERMINATION OR BREACH

- 1) In the event of termination by AGENCY of participation for convenience, County of Sacramento shall continue to bill AGENCY for all radios that continue to operate on the Backbone, and AGENCY shall be obligated to continue to pay such billings in the same time and manner as had there been no termination.
- 2) In the event of the failure of AGENCY to make any payment required herein when due, County of Sacramento may bring an action for the recovery of such payment and interest thereon. With respect to payments not yet due at the time of breach, County of Sacramento may bring an action, or actions, from time to time as such payments become due. The exercise of any right provided in this Agreement shall not preclude the County of Sacramento from exercising any other right so provided or at law, remedies provided herein or at law being cumulative and not exclusive.
- 3) If AGENCY has terminated participation in accordance with Article 16, the County of Sacramento shall be free to contract for and license the use of any capacity previously used by and any frequencies pooled by AGENCY pursuant to the provisions of this Agreement, which are not taken by AGENCY upon termination of participation. Any right of AGENCY to revoke the termination and rejoin the system shall be subject to availability of capacity and frequencies at the time of re-application.
- 4) If this Agreement is terminated for any reason, there shall be no refund to AGENCY of any Buy-in Fee paid by AGENCY.

19. INDEMNIFICATION

To the extent permitted by law, each party hereto agrees to defend, indemnify, protect, save and keep harmless the other party and its respective governing board, directors, officers, employees, authorized agents and volunteers, and its successors and assigns from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed in, asserted against, incurred or suffered by such indemnified party or its directors, officers or employees or its successors and assigns by reason of damage, loss

or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of:

(i) any negligent act or action, or any neglect, omission or failure to act when under a duty to act on the part of the indemnifying party or any of its governing board, directors, officers, authorized agents and volunteers, or employees in its or their performance hereunder; or;

(ii) violation by the indemnifying party or any of its governing board, directors, Officers, authorized agents and volunteers, or employees of any applicable federal, state or local laws and ordinances, and any and all lawful orders, rules and regulations issued by any authority with jurisdiction over the System.

It is the intent of the parties that, where the negligent or intentional acts or omissions of the parties, their respective boards, directors, officers, authorized agents and volunteers, or employees are determined to have been contributory, the principals of comparative negligence as applied and followed and each party shall bear the proportionate cost attributable to its own negligent or intentional acts or omissions.

The parties shall establish procedures to notify the other party where appropriate of any claims, administrative actions, or legal actions with respect to any of the matters described in this indemnification provision. The parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this indemnity. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by the parties. Nothing set forth in this Agreement shall establish a standard of care for, or create any legal rights in, any person not a party to this Agreement. The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

County of Sacramento's indemnification costs shall not be subject to recoupment as a Backbone operating cost.

20. INSURANCE or SELF-INSURANCE

Each party (COUNTY & AGENCY), 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 and workers compensation 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 may be grounds for termination of the Agreement.

21. RELATIONSHIP BETWEEN THE PARTIES

Nothing herein shall be construed to create, nor do the County of Sacramento or AGENCY intend to create by the terms hereof, any contractual or other relationship, whether expressed or implied, of joint power, joint venture, partnership, principal-agent, independent contractor, or master-servant. It is expressly contemplated by the parties that the County of Sacramento will execute with each of the Participants an agreement essentially the same as this agreement and that those agreements and this Agreement will be considered together and will form the legal framework for the System. Any amendment to this form Agreement between County of Sacramento and any Participant for the benefit of a Participant shall first be approved by the SMG and shall be offered to all other Participants.

22. ASSIGNMENT - SUCCESSORS AND ASSIGNS

Neither party may assign this Agreement in whole or in part, nor any right, duty, or obligation provided herein, without the express written consent of the other party. The rights and liabilities set forth herein shall inure to the benefit and bind successors and assigns of the parties to this Agreement but shall not inure to the benefit of any third party or person. (remove comma)

23. MAINTENANCE OF RECORDS

The County of Sacramento shall maintain for a period of three years all books, records, documents, and other evidence directly pertinent to work under the Agreement in accordance with generally accepted accounting principles and practices. The County of Sacramento shall also maintain for a period of three years the financial information and data used by County of Sacramento in the preparation or support of the proposed or actual costs under the Agreement.

24. AUDIT

The County of Sacramento agrees to permit AGENCY, or its duly authorized representatives, to inspect all work, materials, payrolls and other data and records in regards to any proposed or actual costs under this Agreement at any reasonable time during the term of this Agreement. The County of Sacramento shall have the right to inspect and audit at any reasonable time the books, records and facilities of AGENCY relating to the System for the purpose of assuring compliance with the terms and conditions of this Agreement.

25. NOTICES

Termination of participation or cancellation of this Agreement pursuant to the provisions set forth above and any other communications required during administration of this Agreement shall be written and given by delivery service company, personal service or by regular U.S. mail addressed as follows:

TO AGENCY: Sacramento Transportation Authority
Attn: FSP
Jennifer Doll
801 12th Street, 5th Flr
Sacramento, CA 95814

TO COUNTY OF SACRAMENTO:
SRRCS System Manager
Department of Technology
County of Sacramento
799 G Street
Sacramento CA 95814

Notice shall be effective upon receipt if personally served or delivered by delivery service company, and three days after mailing if served by regular mail. Any party who desires to change its address for notice may do so by giving notice as set forth herein.

26. GOVERNING LAW

The interpretation and enforcement of the Agreement shall be governed by the laws of the State of California. The parties agree to submit any disputes arising under the Agreement to a court of competent jurisdiction located in Sacramento County, California.

27. NONWAIVER

Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

28. MODIFICATION

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

29. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same

instrument. Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic or digital signature and will be binding on each party as if it were physically executed.

30. CAPTIONS

The headings or captions to the Articles of this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part thereof.

31. SEVERABILITY

If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of the Agreement shall remain in effect.

32. SURVIVORSHIP

Any responsibility for insurance or indemnity with respect to services provided under this Agreement shall not be invalidated due to the expiration, termination, or cancellation of this Agreement.

33. MEDIATION

In the event of a dispute between the parties arising under the terms of this Agreement, the parties shall submit their dispute to the SMG for review prior to initiating any legal proceedings. The SMG shall hold a hearing at which each party shall be entitled to present its case. The determination of the SMG regarding the merits of the claim and its proposed resolution shall be non-binding. Each party shall be responsible for their own costs of mediation.

34. ARBITRATION

If, at any time, there occurs a controversy or dispute regarding the rights, duties and obligations of the parties concerning any provision set forth in this entire Agreement, excluding a dispute over the payment of money due under Article 18 (2), such controversy or dispute if not resolved by non-binding dispute resolution shall be conclusively determined by arbitration as follows:

- A. Within 10 days after notice by any party to the other requesting arbitration, one arbitrator shall be appointed for each party by that party. Notice of such appointment when made shall be given by that party to the other.

- B. The two arbitrators shall forthwith choose a third arbitrator after appointment of the second to act with them. If either party fails to appoint an arbitrator or if the two arbitrators shall fail to choose a third arbitrator within twenty (20) days of the appointment of the second, upon application of either party, an arbitrator or the third arbitrator shall then be promptly appointed by the then presiding judge of the Superior court of the State of California in and for the County of Sacramento acting in his or her individual capacity.
- C. Except as provided herein to the contrary, the arbitration shall be in conformity with and subject to sections 1280 through 1294.4 of the Code of Civil Procedure of California.
- D. The arbitrators shall conduct hearings in the City of Sacramento, State of California. The arbitrators shall proceed with due dispatch and shall, if reasonably possible, make a decision within sixty days after the appointment of third arbitrator. The decision of any two of three arbitrators shall be binding, final and conclusive on the parties. Such decision shall be in writing and delivered to the parties in such form that a judgment may be entered in any court of the State of California having jurisdiction thereof.
- E. Each party shall pay all costs of the arbitrator appointed by that party. All other costs of the arbitration shall be shared equally.

The arbitrators appointed pursuant to this provision shall be independent and knowledgeable in radio communication matters as well as the subject matter of the dispute or controversy. It is agreed that the decision of the arbitrators may include equitable remedies, as the arbitrators may deem appropriate. In the event of emergency or other circumstances, which require a decision of the arbitrators sooner than the above timetable will permit, the arbitrators shall meet and confer immediately upon appointment and establish a timetable to complete the arbitration and render a decision on a timely basis as required by the circumstances

35. AMBIGUITIES

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

36. INTEGRATION

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

37. AMENDMENTS

This agreement may be modified by presentation of the proposed changes and affirmative majority vote of the SMG. All amendments must be written and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year first hereinabove appearing.

COUNTY OF SACRAMENTO
a Political Subdivision of
the State of California

AGENCY
Sacramento Transportation Authority

By: _____
Chief Information Officer

By: _____
Will Kempton, Executive Director

Approved as to Form

Approved as to Form

By: _____
Supervising Deputy County Counsel

By: _____
Legal Counsel

NOT APPLICABLE TO RENEWALS

**SACRAMENTO REGIONAL RADIO COMMUNICATIONS SYSTEM
LICENSING AGREEMENT**

ATTACHMENT 1

Schedule of Intended Radio Acquisitions

APPLICANT AGENCY: NAME

Number of Operational Radios:

Buy-In Fee: # radios x \$rate per radio = \$fee

Rate per radio effective for date is \$x

Pro-rated Annual Backbone Maintenance and Operations Fee and Fee for Enhancements shall be based on the following:

Per radio fee for FY = \$
Effective (*insert start date*) Pro-rated rate is \$XX.XX

All Fees are payable within 30 days of execution of this Agreement.

**SACRAMENTO REGIONAL RADIO COMMUNICATIONS SYSTEM
LICENSING AGREEMENT**

ATTACHMENT 2

Current SRRCS Participants

Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)
California Department of Corrections and Rehabilitation
California Department of Transportation (Caltrans)
City of Davis including Davis Police and Fire
City of Citrus Heights including the Police and other City departments
City of Folsom including the Police and other City departments
City of Elk Grove including the Police and other City departments
City of Galt including the Police and other City departments
City of Rancho Cordova including other City departments
City of Sacramento including the Police, Fire, and other City departments
City of West Sacramento including the Police, Fire, and other City departments
County of Sacramento including the Sacramento Sheriff's Department, the Department of Airports, the Coroner, the District Attorney, and other County departments
Elk Grove Unified School District
Elk Grove Water Service
Fulton-El Camino Park District Police Department
Los Rios Community College District
Sacramento Regional Fire/EMS Communications Center including Cosumnes River Community Services District Fire Department, Courtland Fire Protection District, Folsom Fire Department, Herald Fire Protection District, Sacramento City Fire Department, Sacramento Metropolitan Fire District, Walnut Grove Fire Protection District, Wilton Fire Protection District, and the hospital's within the regional area
Rancho Murieta Community Services District
Sacramento Regional Transit District
Sacramento Transportation Authority
Twin Rivers Unified School District Police Services
UC Davis including Police, Fire Campus and Hospital
Washington Unified School District

ATTACHMENT 3

TalkGroup Etiquette

Primary Point of Contact	Secondary Point of Contact
Name:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Office Telephone:	Office Telephone:
Cell Phone:	Cell Phone:
Email:	Email:

We, _____ agree to the following terms as primary members of SRRCS:
Agency Name

- The Emergency button on our radios will be disabled unless the Agency has their own dispatch center or are specifically contracted by a dispatch center to operate on their talkgroup and use the Emergency button. In the future, if our Agency’s needs change regarding the emergency button, we will bring the matter to TAC for discussion and coordination. All Secondary User requests to activate the emergency buttons on their radios must be approved by the SMG.
- We will primarily and routinely utilize only our assigned talkgroups.
- The non-emergency use of another agency’s talkgroup requires a pre-arranged operational plan or contract with the talkgroup’s owner.
- The points of contact above are knowledgeable; and have the means to immediately resolve issues pertaining to using the SRRCS radio system.
- We will provide training to all of our staff utilizing the SRRCS radio system regarding proper talkgroup protocols as outlined herein, and any changes hereto.
- Our agency understands and agrees to notify, when possible, the appropriate SRRCS dispatch center prior to conducting operations in their area that may have a potential of requiring emergency support.
- Our agency understands and agrees to respond to dispatcher inquiries regarding “Accidental Key-ups”. The appropriate response to these inquiries will be similar to “our agency’s name XXX accidental”.
- In the case of life-threatening events, i.e. “shots fired”, “one at gun-point”, “physical”, etc., we understand, and agree that SRRCS dispatchers may not be aware of our location, and they will require our staff to include any additional information needed to provide them with assistance.



AUGUST 13, 2020

AGENDA ITEM # 7

CAPITAL PROJECT STATUS REPORTS – JUNE 30, 2020

Action Requested: Receive and File

Key Staff: Timothy Jones, Chief Financial Officer

The Authority is currently under contract for the following 16 capital projects:

1. US 50 Bus and Carpool Lanes, Phase 2 (California Department of Transportation)
2. Interstate 5 Bus and Carpool Lanes (California Department of Transportation)
3. Capital SouthEast Connector (Connector JPA)
4. Capital SouthEast Connector Mitigation Program (Connector JPA)
5. Folsom Blvd. Watt Ave. to Bradshaw Rd. (County of Sacramento)
6. Greenback Lane – Fair Oaks Blvd. to Main (County of Sacramento)
7. Hazel Ave. Improvements – US 50 to Folsom Blvd. (County of Sacramento)
8. Hazel Ave. Improvements, Phase 1 – US 50 to Madison Ave. (County of Sacramento)
9. Madison Ave Improvements – Sunrise Blvd. to Hazel Ave. (County of Sacramento)
10. South Watt Ave. Improvements - Route 16 (County of Sacramento)
11. Sunrise Blvd. Jackson Rd. to Grantline Rd. (County of Sacramento)
12. Watt Ave. Improvements – Antelope Road to Business 80 (County of Sacramento)
13. Folsom Blvd. Improvements – Bradshaw Road to Sunrise Blvd. (City of Rancho Cordova)
14. Sunrise Blvd. Improvements – Gold Country to Jackson Roads (City of Rancho Cordova)
15. Downtown Intermodal Station (City of Sacramento)
16. Interstate 5/Richards Blvd. Interchange Upgrade (City of Sacramento)

Attached, you will find a status report for each project under contract with the Authority.

Attachment

Measure A Capital Projects Quarterly Status Report



PROJECT INFO

Quarter Ended: **June 30, 2020** Fiscal Year: **2019/20** Reporting Quarter: **4**

Agency: **California Department of Transportation** Project Mgr: **Jim K Rogers**
Contact Info: **916-826-6052**

Project Name: **US Highway 50 Bus & Carpool Lanes - phase 2**

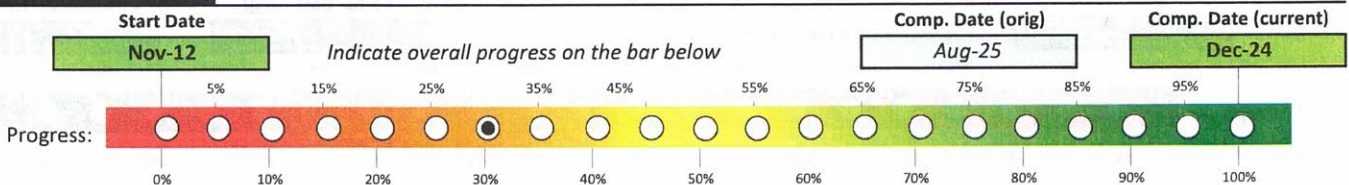
Sponsor Project ID Number: **03-3F360** STA Project ID Number: **A-47-CT**

Original Est. Project Cost: \$ **68,315,000.00** Current Est. Project Cost: \$ **147,480,000.00**

MEASURE A FUNDING

Previous Contract(s) Amount:	\$ 15,945,604.00	Projected Spending	1Q:	\$ 312,500.00
Previous Contract(s) Spending:	15,310,227.98		2Q:	\$ 312,500.00
Current Contract Amount:	\$ 12,500,000.00		3Q:	\$ 312,500.00
Current Contract Spending:	\$ 880,814.74		4Q:	\$ 312,500.00
Expended This Quarter:	\$ 111,376.87			
Total Remaining:	\$ 12,143,184.41	Funds leveraged using local match \$ 442,000,000.00		

PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- | | | |
|---|--|--|
| <input type="checkbox"/> Not Started | <input type="checkbox"/> Right-of-Way Acquisition | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold | <input type="checkbox"/> Environmental Review | <input checked="" type="checkbox"/> Under Construction |
| <input checked="" type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed |

Explanation of Activities this Quarter and Additional Notes

Caltrans District 3 successfully competed and received State funding from the SB1 Gas/Diesel Tax programs under the Solutions for Congested Corridor Program for construction of this HOV Lanes project last year. The project has been selected for an innovative delivery method of Design-Build instead of traditional Caltrans delivery method of Design-Bid-Build. This will expedite delivery of the project to the travelling public. The HOV lanes project has been combined with the US 50 Rehabilitation project that has already been funded by State Highway Operation and Protection Program (SHOPP).

- Coordination continued with Union Pacific Rail Road and Sacramento Regional Transit.
- Coordination continued with City of Sacramento on adjacent projects, parking impacts and utility work.
- Held meetings with local stakeholders regarding project attributes.
- Awarded Design Build project to Flatiron West Inc. This begins both the Design and Construction phases of the project with this delivery method.
- Work is progressing at a rapid pace with preliminary construction worked scheduled to begin in October or November.

Measure A Capital Projects Quarterly Status Report



PROJECT INFO

Quarter Ended: **June 30, 2020** Fiscal Year: **2019-20** Reporting Quarter: **4**

Agency: **California Department of Transportation** Project Mgr: **Jess Avila**
Contact Info: **530-741-4533**

Project Name: **Interstate 5 Bus & Carpool Lanes**

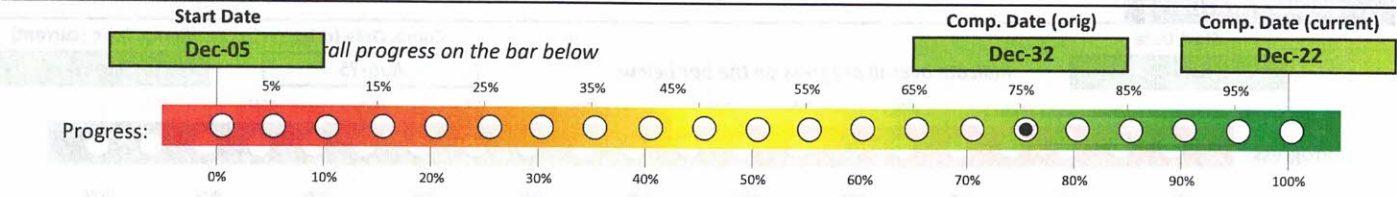
Sponsor Project ID Number: **03-3C000 and 03-3C001** STA Project ID Number: **A-45-CT**

Original Est. Project Cost: \$ **188,479,000.00** Current Est. Project Cost: \$ **125,530,000.00**

MEASURE A FUNDING

Previous Contract(s) Amount:	\$ 3,185,454.00	Projected Spending	1Q:	\$ 3,000,000.00
Previous Contract(s) Spending:	\$ 3,185,454.00		2Q:	\$ 3,000,000.00
Current Contract Amount:	\$ 30,000,000.00		3Q:	\$ 2,200,000.00
Current Contract Spending:	\$ 3,799,986.57		4Q:	\$ 1,800,000.00
Expended This Quarter:	\$ 240,532.74	Funds leveraged using local match		
Total Remaining:	\$ 25,959,480.69	\$ 332,000,000.00		

PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- Not Started
- Right-of-Way Acquisition
- Bidding and/or Contracting
- Pending or On-Hold
- Environmental Review
- Under Construction
- Design and/or Engineering
- Planning/Financing/Approval
- Completed

Explanation of Activities this Quarter and Additional Notes

Bridge work continues at three locations; Beach Lake Bridge, Route 5/160 Separations (Freeport Blvd.), and Casilada Pedestrian Overcrossing.

Soundwall completed at two locations; SB between Pocket Road and Freeport Blvd., and NB just south of Route 5/160 Separations (Freeport Blvd.).

Fiber optic installation at various locations continues.

Widen freeway at various locations between Pocket Rd and the 5/50 Interchange to accomodate stage construction to facilitate roadway rehabilitation.

Commenced roadway rehabilitation at various location between Laguna Blvd and Richards Blvd.

Measure A Capital Projects Quarterly Status Report



PROJECT INFO

Quarter Ended: Fiscal Year: Reporting Quarter:

Agency: Project Mgr:
Contact Info:

Project Name:

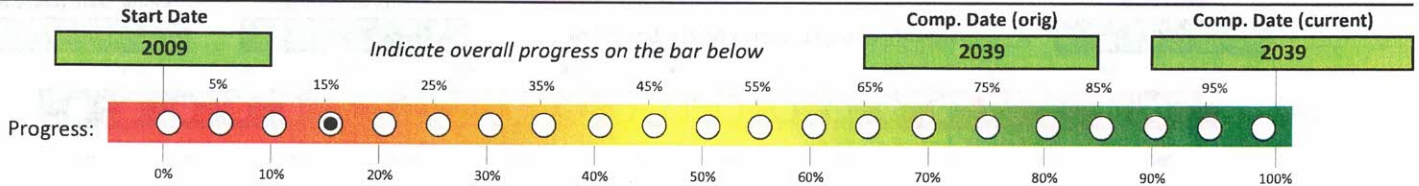
Sponsor Project ID Number: STA Project ID Number:

Original Est. Project Cost: \$ Current Est. Project Cost: \$

MEASURE A FUNDING

Previous Contract(s) Amount:	\$	12,788,762.00	Projected Spending	1Q:	\$	2,000,000
Previous Contract(s) Spending:	\$	12,788,762.00		2Q:	\$	1,500,000
Current Contract Amount:	\$	25,640,000.00		3Q:	\$	1,500,000
Current Contract Spending:	\$	17,058,290.26		4Q:	\$	1,800,000
Expended This Quarter:		1,287,017.07				
Total Remaining:		7,294,692.67	Funds leveraged using local match	\$	150,300,000.00	

PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- | | | |
|--|---|---|
| <input type="checkbox"/> Not Started | <input type="checkbox"/> Right-of-Way Acquisition | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold | <input type="checkbox"/> Environmental Review | <input type="checkbox"/> Under Construction |
| <input type="checkbox"/> Design and/or Engineering | <input checked="" type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed |

Explanation of Activities this Quarter and Additional Notes

Explanation of activities during the 4th Qtr.:

- **Segment A:** Coordination w/ Caltrans and the City of Elk Grove. Continued work on the Environmental Assessment and associated technical studies pursuant to NEPA and project design.
- **Segment B:** Coordination w/ the City of Elk Grove on design.
- **Segment C:** Coordination w/ the City of Elk Grove on conceptual intersection designs and traffic study work for various intersections along the alignment.
- **Segment D2:** Right of Way acquisition activities
- **Segment D3/ E1:** Coordination w/ Caltrans, California Transportation Commission (CTC), SACOG, City of Folsom, El Dorado County and Sacramento County Preparation of final construction documents for Segments D3 and E1 is ongoing. Coordination with SMUD on utility relocations. Coordination w/ California Fish and Wildlife Services (CDFW) and California Regional Water Quality Control Board (RWQCB) to finalize construction permits and environmental mitigation, and initiated pre-construction environmental monitoring activities for Segment D3 as required by the project environmental document, CDFW, and RWQCB.
- **Financials and Funding:** Continued work with the CTC to provide required reporting documentation concerning all the Connector projects funded by SB 1. Coordination with California Department of Resources Recycling and Recovery on the Rubberized Pavement Grant Program. Coordination w/ SACOG, CTC, and Caltrans on grant funding scope revisions and construction funding allocation for SB 1 and STIP funding. Prepared and submitted a construction funding grant application for Segment E1 under the federal BUILD discretionary grant program.



Measure A Capital Projects Quarterly Status Report



PROJECT INFO

Quarter Ended: **June 30, 2020** Fiscal Year: **2019-20** Reporting Quarter: **4**

Agency: **Capital SouthEast Connector** Project Mgr: **Derek Minnema**
Contact Info: **minnemad@saccounty.net**

Project Name: **Capital SouthEast Connector**

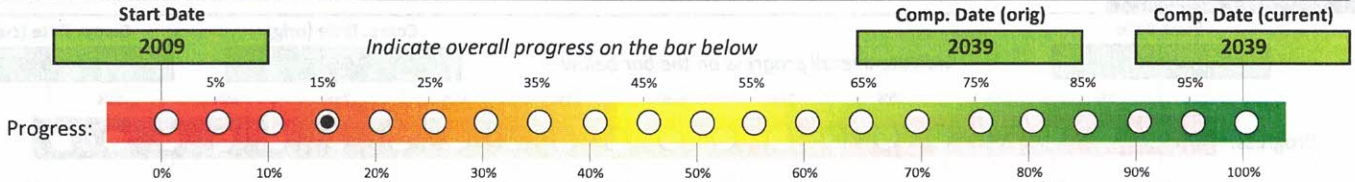
Sponsor Project ID Number: **N/A** STA Project ID Number: **A-16-JP**

Original Est. Project Cost: \$ **1,006,014,000** Current Est. Project Cost: \$ **588,190,000**

MEASURE A FUNDING

Previous Contract(s) Amount:	\$ -	Projected Spending	1Q:	\$ 1,313,999
Previous Contract(s) Spending:	\$ -		2Q:	\$ -
Current Contract Amount:	\$ 5,000,000.00		3Q:	\$ -
Current Contract Spending:	\$ 2,992,711.00		4Q:	\$ -
Expended This Quarter:	693,290.00	Funds leveraged using local match		
Total Remaining:	1,313,999.00	\$ -		

PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- Not Started
- Pending or On-Hold
- Design and/or Engineering
- Right-of-Way Acquisition
- Environmental Review
- Planning/Financing/Approval
- Bidding and/or Contracting
- Under Construction
- Completed

Explanation of Activities this Quarter and Additional Notes

Explanation of activities during the 4th Qtr.:

Purchased environmental mitigation credits for Segment D3 through the South Sacramento Conservation Agency as part of requirements of the project environmental document and regulatory permitting agencies.

Measure A Capital Projects Quarterly Status Report



PROJECT INFO

Quarter Ended: **June 30, 2020** Fiscal Year: **2019-20** Reporting Quarter: **4**

Agency: **County of Sacramento** Project Mgr: **Stan Sorensen**
Contact Info: **(916) 874-2816**

Project Name: **Folsom Blvd. Watt Ave. to Bradshaw Road**

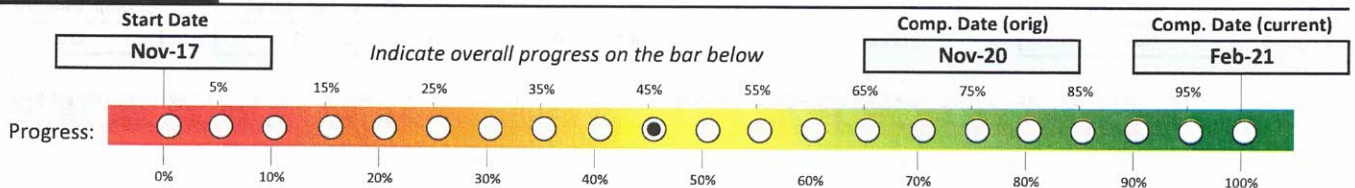
Sponsor Project ID Number: **RFODGE** STA Project ID Number: **A-13-SC**

Original Est. Project Cost: \$ **40,698,159.00** Current Est. Project Cost: \$ **40,698,159.00**

MEASURE A FUNDING

Previous Contract(s) Amount:	\$ -	Projected Spending	1Q:	\$ 250,000.00
Previous Contract(s) Spending:	\$ -		2Q:	\$ 250,000.00
Current Contract Amount:	\$ 1,303,000.00		3Q:	\$ 250,000.00
Current Contract Spending:	\$ 305,533.43		4Q:	\$ 186,286.00
Expended This Quarter:	\$ -	Funds leveraged using local match \$ 221,297.77		
Total Remaining:	\$ 997,466.57			

PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- | | | |
|--|--|---|
| <input type="checkbox"/> Not Started | <input checked="" type="checkbox"/> Right-of-Way Acquisition | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold | <input type="checkbox"/> Environmental Review | <input type="checkbox"/> Under Construction |
| <input type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed |

Explanation of Activities this Quarter and Additional Notes

The California Environmental Quality Act (CEQA) approval for the Mayhew Road to Bradshaw Road segment on Folsom Boulevard was issued in January 2019. The project is currently in the right-of-way and final design phases of work for a Phase 1 complete streets improvement project. All right of way acquisitions are from Sacramento Regional Transit (SacRT). The Board of Supervisors approved the easement agreements which were recently approved and executed by RT. The Right-of-way certification will be finalized in August so we can submit for California Transportation Commission (CTC) approval in October 2020. Construction is scheduled to begin in spring of 2021.



Measure A Capital Projects Quarterly Status Report



PROJECT INFO

Quarter Ended: **June 30, 2020** Fiscal Year: **2019-20** Reporting Quarter: **4**

Agency: **County of Sacramento** Project Mgr: **Melissa Wright, Senior Civil Engineer**
Contact Info: **(916) 874-6291**

Project Name: **Greenback Lane Phase I - Fair Oaks Blvd. to Main Street**

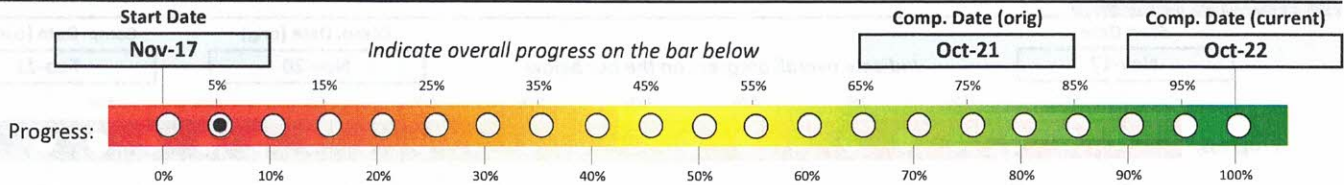
Sponsor Project ID Number: **STOXEB** STA Project ID Number: **A-17-SC**

Original Est. Project Cost: \$ **41,716,000.00** Current Est. Project Cost: \$ **41,716,000.00**

MEASURE A FUNDING

Previous Contract(s) Amount:	\$ 116,829.91	Projected Spending	1Q:	\$ 50,000.00
Previous Contract(s) Spending:	\$ 116,829.91		2Q:	\$ 50,000.00
Current Contract Amount:	\$ 2,900,000.00		3Q:	\$ 100,000.00
Current Contract Spending:	\$ 30,750.97		4Q:	\$ 100,000.00
Expended This Quarter:	\$ 4,601.76	Funds leveraged using local match		
Total Remaining:	\$ 2,864,647.27	\$ -		

PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- | | | |
|--|--|---|
| <input type="checkbox"/> Not Started | <input type="checkbox"/> Right-of-Way Acquisition | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold | <input checked="" type="checkbox"/> Environmental Review | <input type="checkbox"/> Under Construction |
| <input type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed |

Explanation of Activities this Quarter and Additional Notes

Prepared preliminary alignment plans for intersection improvements at Greenback Lane and Chestnut Avenue and for a roadway segment on Greenback Lane from Main Avenue to the Folsom City Limits. Design and environmental review recently resumed.

Public outreach and community input on the proposed alignment will be solicited through public meetings which will be scheduled after COVID-19 precautions are relaxed.

Measure A Capital Projects Quarterly Status Report



PROJECT INFO

Quarter Ended: **June 30, 2020** Fiscal Year: **2019-20** Reporting Quarter: **4**

Agency: **County of Sacramento** Project Mgr: **Tim Stevens, Senior Civil Engineer**
Contact Info: **(916) 874-6291**

Project Name: **Hazel Avenue Improvements – US Highway 50 to Folsom Blvd**

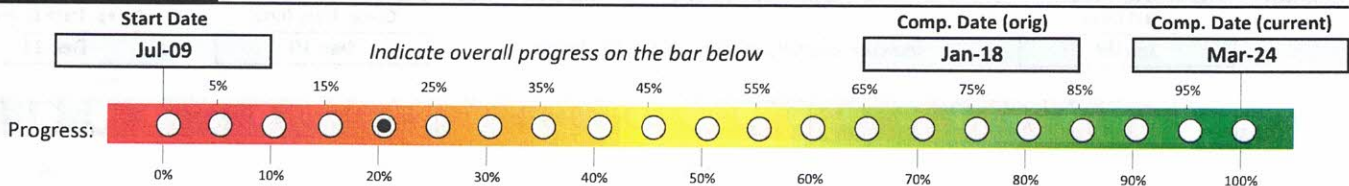
Sponsor Project ID Number: **STRL41** STA Project ID Number: **A-23-SC**

Original Est. Project Cost: \$ **61,268,182.00** Current Est. Project Cost: \$ **82,735,257.00**

MEASURE A FUNDING

Previous Contract(s) Amount:	\$ 1,679,031.22	Projected Spending	1Q:	\$ 200,000.00
Previous Contract(s) Spending:	\$ 1,679,031.22		2Q:	\$ 200,000.00
Current Contract Amount:	\$ 10,750,000.00		3Q:	\$ 200,000.00
Current Contract Spending:	\$ 232,109.23		4Q:	\$ 200,000.00
Expended This Quarter:	\$ 21,063.07			
Total Remaining:	\$ 10,496,827.70			
Funds leveraged using local match			\$	-

PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- | | | |
|--|---|---|
| <input type="checkbox"/> Not Started | <input type="checkbox"/> Right-of-Way Acquisition | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold | <input checked="" type="checkbox"/> Environmental Review | <input type="checkbox"/> Under Construction |
| <input type="checkbox"/> Design and/or Engineering | <input checked="" type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed |

Explanation of Activities this Quarter and Additional Notes

The following Technical Studies were submitted to Caltrans for environmental review:

- Revised Air Quality Study Report-Approved 9/6/2017
- Revised Natural Environment Study-Submitted 5/16/2018
- Visual Impact Assessment-Signature page revisions re-submitted 1/22/2017
- Requested revisions to Biological Assessment (BA) are made and submitted BA to Caltrans week of 1/21/2019
- Fact Sheets for the project were approved on 12/17/2018.

In addition to these Technical Studies, SacDOT submitted final revisions to the Historic Property Survey Report/Archaeological Survey Report with the current Native American consultation updates on 6/11/2018.

Sacramento County is acting as the California Environmental Quality Act (CEQA) local lead agency in preparing a joint Environmental

Impact Report/Environmental Assessment (EIR/EA) to analyze the environmental affects of the Project, located along US Highway 50 at Hazel Avenue. The federal lead agency in the National Environmental Policy Act (NEPA) document preparation, through delegated authority from the Federal Highway Administration, is the California Department of Transportation (Caltrans). The final draft documents were submitted and reviewed by Caltrans in December 2019. An open house was held in March during the public review for the EIR. The public review period has ended and comments received have been responded to, and CEQA approval has been scheduled for September 22, 2020 with a preliminary hearing scheduled for August 11, 2020.



Measure A Capital Projects Quarterly Status Report



PROJECT INFO

Quarter Ended: **June 30, 2020**

Fiscal Year: **2019-20**

Reporting Quarter: **4**

Agency: **County of Sacramento**

Project Mgr: **Tim Stevens, Senior Civil Engineer**

Contact Info: **(916) 874-6291**

Project Name: **Hazel Avenue Improvements, Phase 1 – US Highway 50 to Madison Avenue**

Sponsor Project ID Number: **STOXCC;STOXCJ;DV2L43;STRL43**

STA Project ID Number: **A-21-SC**

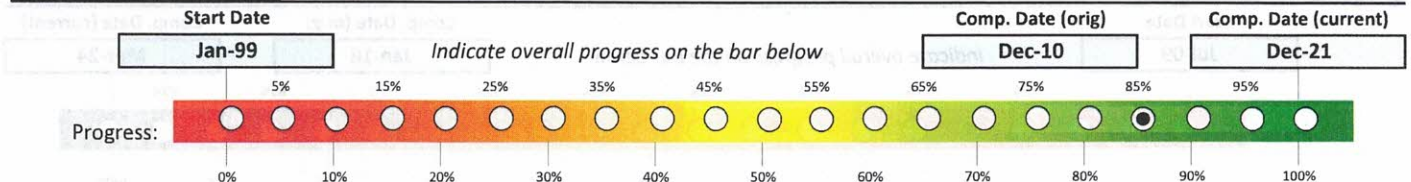
Original Est. Project Cost: \$ **79,292,680.00**

Current Est. Project Cost: \$ **110,000,000.00**

MEASURE A FUNDING

Previous Contract(s) Amount:	\$ 33,999,043.75	Projected Spending	1Q:	\$ 750,000.00
Previous Contract(s) Spending:	\$ 33,999,043.75		2Q:	\$ 750,000.00
Current Contract Amount:	\$ 6,900,000.00		3Q:	\$ 750,000.00
Current Contract Spending:	\$ 1,717,759.87		4Q:	\$ 500,000.00
Expended This Quarter:	\$ 236,831.16			
Total Remaining:	\$ 4,945,408.97			
			Funds leveraged using local match	\$ 9,831,379.99

PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- | | | |
|--|--|---|
| <input type="checkbox"/> Not Started | <input checked="" type="checkbox"/> Right-of-Way Acquisition | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold | <input type="checkbox"/> Environmental Review | <input type="checkbox"/> Under Construction |
| <input type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed |

Explanation of Activities this Quarter and Additional Notes

Hazel Avenue Widening Phase 1, US 50 to Curragh Downs Drive: Construction completed in Spring 2011.

(Current Status: Completed)

Hazel Avenue Widening Phase 2, Curragh Downs Drive to Sunset Avenue: Construction Completed in July 2018.

(Current Status: Completed)

Hazel Avenue Widening Phase 3, Sunset Avenue to Madison Avenue: Right of way acquisition is complete for the Phase 3 project. Eminent Domain process is underway and County has possession on all 33. Right of way certification is underway and near completion only waiting on FHWA conformity analysis approval. The request for authorization to proceed with construction has been approved by Caltrans, along with right-of-way certification. The project is scheduled to open bids on August 13, 2020 with construction to follow in fall with utility relocation and sound wall installation, and roadway improvements to begin in Summer 2021.

Measure A Capital Projects Quarterly Status Report



PROJECT INFO

Quarter Ended: **June 30, 2020** Fiscal Year: **2019-20** Reporting Quarter: **4**

Agency: **County of Sacramento** Project Mgr: **Melissa Wright, Senior Civil Engineer**
Contact Info: **(916)874-6291**

Project Name: **Madison Avenue Improvements, Phase 1 – Sunrise Blvd to Hazel Avenue**

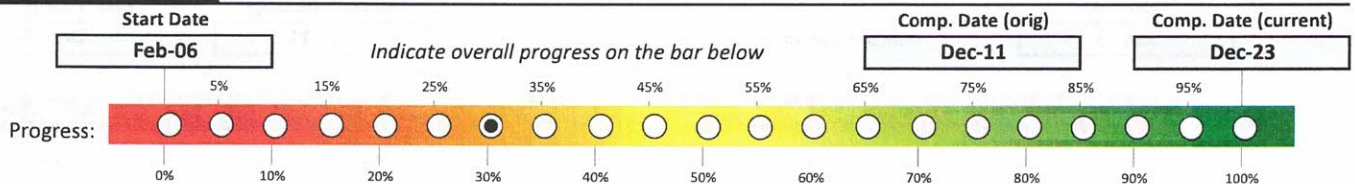
Sponsor Project ID Number: **STOXAG** STA Project ID Number: **A-24-SC**

Original Est. Project Cost: \$ **19,929,143.00** Current Est. Project Cost: \$ **28,872,280.00**

MEASURE A FUNDING

Previous Contract(s) Amount:	\$ 1,280,274.94	Projected Spending	1Q:	\$ 150,000.00
Previous Contract(s) Spending:	\$ 1,280,274.94		2Q:	\$ 150,000.00
Current Contract Amount:	\$ 3,000,000.00		3Q:	\$ 250,000.00
Current Contract Spending:	\$ 258,684.68		4Q:	\$ 250,000.00
Expended This Quarter:	\$ 164,909.47			
Total Remaining:	\$ 2,576,405.85	Funds leveraged using local match	\$ 131,918.09	

PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- | | | |
|--|--|---|
| <input type="checkbox"/> Not Started | <input type="checkbox"/> Right-of-Way Acquisition | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold | <input checked="" type="checkbox"/> Environmental Review | <input type="checkbox"/> Under Construction |
| <input type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed |

Explanation of Activities this Quarter and Additional Notes

The project is currently in the environmental review stage for the hybrid alternative. The hybrid alternative consists of widening Madison Avenue to five or six lanes with some portions of Madison Avenue remaining at four lanes. This alternative is the preferred alternative due to less right-of-way and tree impacts than associated with the six lane project. The traffic study for the hybrid has been completed.

A public outreach and community input process will be conducted as the environmental review stage continues. This public outreach process is expected to move forward in late 2020 after COVID-19 precautions are relaxed.

Measure A Capital Projects Quarterly Status Report



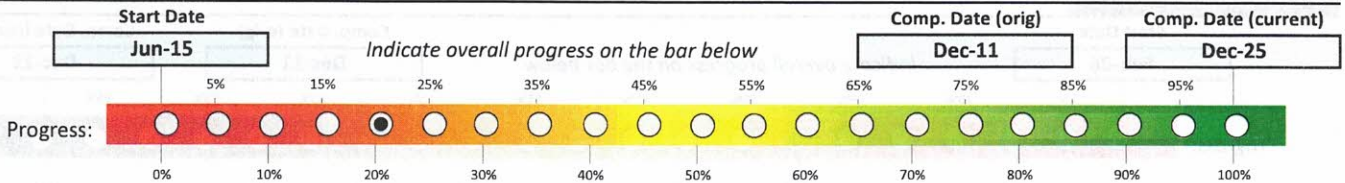
PROJECT INFO

Quarter Ended:	June 30, 2020	Fiscal Year:	2019-20	Reporting Quarter:	4
Agency:	County of Sacramento	Project Mgr:	Heather Yee, Senior Civil Engineer		
		Contact Info:	(916) 874-9182		
Project Name:	South Watt Avenue/Elk Grove-Florin Road Improvements, Phase 1 – Florin Road to State Route 16				
Sponsor Project ID Number:	ST0XDG	STA Project ID Number:	A-27-SC		
Original Est. Project Cost:	\$ 10,873,412.00	Current Est. Project Cost:	\$ 30,182,360.00		

MEASURE A FUNDING

Previous Contract(s) Amount:	\$	3,159,720.99	Projected Spending	1Q:	\$	100,000.00
Previous Contract(s) Spending:	\$	3,159,720.99		2Q:	\$	100,000.00
Current Contract Amount:	\$	7,030,000.00		3Q:	\$	100,000.00
Current Contract Spending:	\$	230,512.11		4Q:	\$	250,000.00
Expended This Quarter:	\$	-				
Total Remaining:	\$	6,799,487.89	Funds leveraged using local match	\$	-	

PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- | | | |
|---|--|---|
| <input type="checkbox"/> Not Started | <input type="checkbox"/> Right-of-Way Acquisition | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold | <input type="checkbox"/> Environmental Review | <input type="checkbox"/> Under Construction |
| <input checked="" type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed |

Explanation of Activities this Quarter and Additional Notes

Quarter Ending: December 31, 2019

The project is currently in the preliminary phase of work. A consultant contract for the design of the project was approved by the Board of Supervisors in December 2019. The consultant kick-off meeting occurred in January 2020 and monthly PDT meetings are on-going. Environmental studies for CEQA/NEPA were also initiated in January 2020. The GAD for the ultimate 6-lane configuration is 95% complete. Utility coordination with SMUD is also underway.

Refinement of the project design is on-going including coordination with: the City of Sacramento and the Central Valley Flood Protection Board.

Measure A Capital Projects Quarterly Status Report



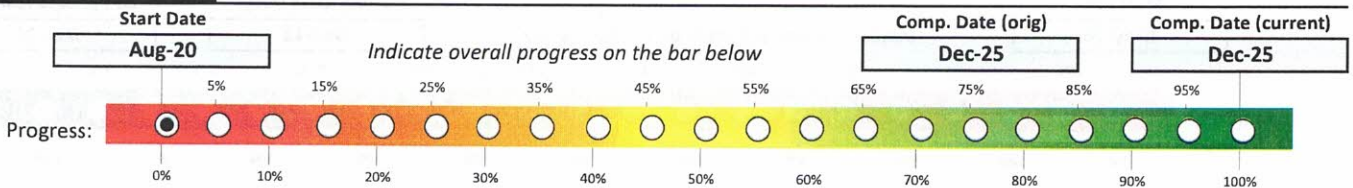
PROJECT INFO

Quarter Ended:	June 30, 2020	Fiscal Year:	2019-20	Reporting Quarter:	4
Agency:	County of Sacramento	Project Mgr:	Rick Carter		
		Contact Info:	(916) 874-5205		
Project Name:	Sunrise Blvd. Jackson Road to Grant Line Road				
Sponsor Project ID Number:	Not Assigned	STA Project ID Number:	A-31-SC		
Original Est. Project Cost:	\$ 79,763,000.00	Current Est. Project Cost:	\$ 79,763,000.00		

MEASURE A FUNDING

Previous Contract(s) Amount:	\$ -	Projected Spending	1Q:	\$ 20,000.00
Previous Contract(s) Spending:	\$ -		2Q:	\$ 20,000.00
Current Contract Amount:	\$ 2,400,000.00		3Q:	\$ 20,000.00
Current Contract Spending:	\$ -		4Q:	\$ 20,000.00
Expended This Quarter:	\$ -			
Total Remaining:	\$ 2,400,000.00	Funds leveraged using local match	\$ -	

PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Not Started | <input type="checkbox"/> Right-of-Way Acquisition | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold | <input type="checkbox"/> Environmental Review | <input type="checkbox"/> Under Construction |
| <input type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed |

Explanation of Activities this Quarter and Additional Notes

Possible construction for a Phase 1 Project at the intersection of Jackson Road at Sunrise Boulevard. This Phase 1 Project proposes to improve the existing intersection by adding capacity and improving operational efficiency. The Phase 1 Project will require coordination with the City of Rancho Cordova, Cordova Hills Development, and the Jackson Corridor Plan. The tentative completion date shown in the "Project Status" section of this report is for the Phase 1 Project.

Measure A Capital Projects Quarterly Status Report



PROJECT INFO

Quarter Ended: Fiscal Year: Reporting Quarter:

Agency: Project Mgr:
Contact Info:

Project Name:

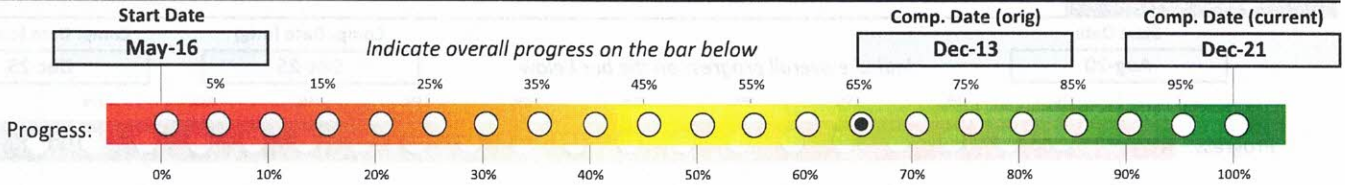
Sponsor Project ID Number: STA Project ID Number:

Original Est. Project Cost: \$ Current Est. Project Cost: \$

MEASURE A FUNDING

Previous Contract(s) Amount:	\$ 263,377.50	Projected Spending	1Q:	\$ 100,000.00
Previous Contract(s) Spending:	\$ 263,377.50		2Q:	\$ 100,000.00
Current Contract Amount:	\$ 3,345,000.00		3Q:	\$ 250,000.00
Current Contract Spending:	\$ 196,152.07		4Q:	\$ 100,000.00
Expended This Quarter:	\$ 157,889.83			
Total Remaining:	\$ 2,990,958.10			
			Funds leveraged using local match	\$ 319,961.00

PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- | | | |
|---|--|---|
| <input type="checkbox"/> Not Started | <input checked="" type="checkbox"/> Right-of-Way Acquisition | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold | <input type="checkbox"/> Environmental Review | <input type="checkbox"/> Under Construction |
| <input checked="" type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed |

Explanation of Activities this Quarter and Additional Notes

Project improvements on this corridor are for a segment of Watt Avenue from Interstate 80 to Roseville Road. The preliminary design for this project will evaluate and coordinate a preferred alternative for a complete streets concept that will include sidewalk infill, Americans With Disabilities Act (ADA) improvements (curb ramps and bus stops), Class II bike lanes, and streetscape enhancements.

The California Environmental Quality Act (CEQA) clearance for the entire project area was completed in March 2020. National Environmental Policy Act (NEPA) clearance for the entire project was completed in July 2020. Right-of-way acquisition is now underway.

Measure A Capital Projects Quarterly Status Report



PROJECT INFO

Quarter Ended: **June 30, 2020** Fiscal Year: **2019-20** Reporting Quarter: **4**

Agency: **City of Rancho Cordova** Project Mgr: **Edgar Medina**
Contact Info: emedina@cityofranhocordova.org

Project Name: **Folsom Blvd Improvements – Bradshaw Road to Sunrise Blvd**

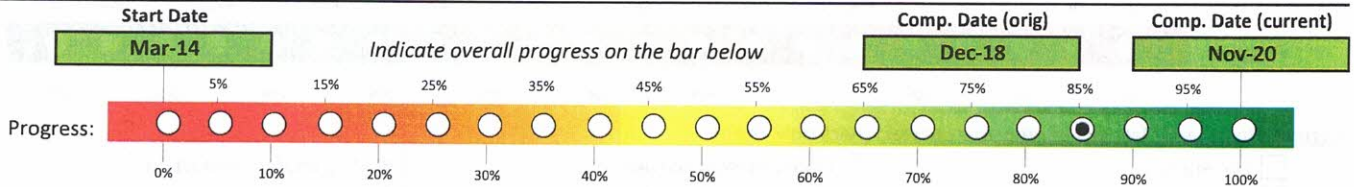
Sponsor Project ID Number: **P14-2129/CP14-2139/CP16-217** STA Project ID Number: **A-14-RC**

Original Est. Project Cost: \$ **10,155,200.00** Current Est. Project Cost: \$ **13,129,135.00**

MEASURE A FUNDING

Previous Contract(s) Amount:	\$	5,304,219.29	Projected Spending	1Q:	\$	75,000.00
Previous Contract(s) Spending:	\$	5,304,219.29		2Q:	\$	500,000.00
Current Contract Amount:	\$	5,866,817.60		3Q:	\$	250,000.00
Current Contract Spending:	\$	4,147,983.79		4Q:	\$	500,000.00
Expended This Quarter:	\$	215,155.99				
Total Remaining:	\$	1,503,677.82				
			Funds leveraged using local match	\$	10,777,920.00	

PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- Not Started
- Pending or On-Hold
- Design and/or Engineering
- Right-of-Way Acquisition
- Environmental Review
- Planning/Financing/Approval
- Bidding and/or Contracting
- Under Construction
- Completed

Explanation of Activities this Quarter and Additional Notes

Phase 1 – Folsom 4: Construction is complete. Closeout documents are being processed.
 Phase 2 – Sidewalk: Construction is complete. Closeout documents are being processed.
 Phase 3 – Folsom 5: Construction is ongoing by Granite Construction Inc. Construction activities in this last quarter include completion of curb & gutter, sidewalk, median curb, electrical conduit, storm drain, irrigation laterals and paving between Bradshaw to Horn Road.



Measure A Capital Projects Quarterly Status Report



PROJECT INFO

Quarter Ended: **June 30, 2020** Fiscal Year: **2019-20** Reporting Quarter: **4**

Agency: **City of Rancho Cordova** Project Mgr: **Edgar Medina**
 Contact Info: emedina@cityofranhocordova.org

Project Name: **Sunrise Blvd – Gold Country Road to Jackson Road**

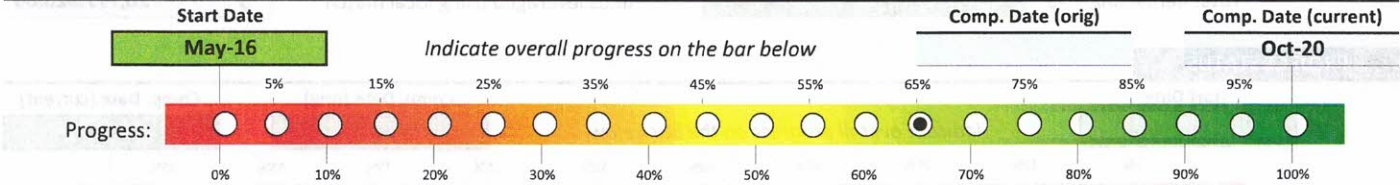
Sponsor Project ID Number: **CP15-2145/CP18-2187** STA Project ID Number: **A-32-RC**

Original Est. Project Cost: \$ **4,035,000.00** Current Est. Project Cost: \$ **8,160,300.00**

MEASURE A FUNDING

Total Measure A Funding:	\$ 9,620,452.40	Projected Spending	1Q:	\$ 250,000.00
Current Contract Amount:	\$ 1,273,278.00		2Q:	\$ 500,000.00
Total Previously Expended:	\$ 8,349,187.04		3Q:	\$ 75,000.00
Expended This Quarter:	\$ 18,055.91		4Q:	\$ 50,000.00
Total Remaining:	\$ 1,253,209.45		Funds leveraged using local match	\$ 6,886,000.00

PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- Not Started
- Right-of-Way Acquisition
- Bidding and/or Contracting
- Pending or On-Hold
- Environmental Review
- Under Construction
- Design and/or Engineering
- Planning/Financing/Approval
- Completed

Explanation of Activities this Quarter and Additional Notes

A construction contract was awarded to Martin Brothers Construction and construction began on May 4th for the Sunrise Blvd segment from Folsom Blvd to White Rock Road. Construction activities in the last quarter includes the sidewalk widening, electrical pole upgrades, streetlight foundations, waterline relocation, ADA curb ramps and traffic signal upgrades.

Measure A Capital Projects Quarterly Status Report



PROJECT INFO

Quarter Ended: **June 30, 2020** Fiscal Year: **2019-20** Reporting Quarter: **4**

Agency: **City of Sacramento** Project Mgr: **Greg Taylor, Supervising Architect**

Contact Info: **916-808-5268**

Project Name: **Downtown Intermodal Facility**

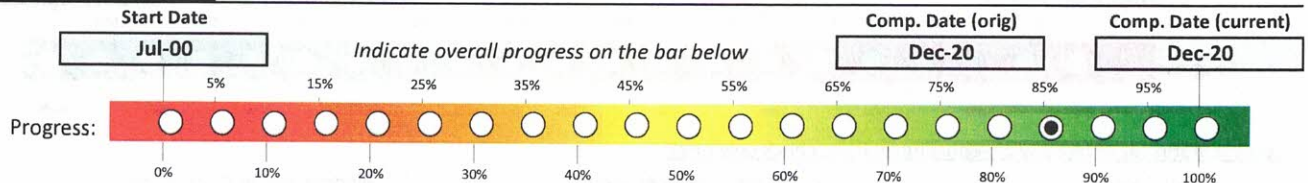
Sponsor Project ID Number: **T15029000** STA Project ID Number: **A-38-CS**

Original Est. Project Cost: \$ **200,000,000.00** Current Est. Project Cost: \$ **200,000,000.00**

MEASURE A FUNDING

Previous Contract(s) Amount:	\$ 70,272,500.00	Projected Spending	1Q:	\$ 200,000.00
Previous Contract(s) Spending:	\$ 70,272,500.00		2Q:	\$ 200,000.00
Current Contract Amount:	\$ 19,823,000.00		3Q:	\$ 200,000.00
Current Contract Spending:	\$ 11,999,860.42		4Q:	\$ 200,000.00
Expended This Quarter:	\$ 705,596.27			
Total Remaining:	\$ 7,117,543.31	Funds leveraged using local match	\$	101,988,786.00

PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- | | | |
|--|---|--|
| <input type="checkbox"/> Not Started | <input type="checkbox"/> Right-of-Way Acquisition | <input checked="" type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold | <input checked="" type="checkbox"/> Environmental Review | <input checked="" type="checkbox"/> Under Construction |
| <input type="checkbox"/> Design and/or Engineering | <input checked="" type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed |

Explanation of Activities this Quarter and Additional Notes

Phase 3 – Site Master Planning in progress, Phase 3 Inter-modal planning consultant fees and city staff administrative and management costs, ongoing through FY20 Q4. Completion at 90% of total sub-CIP. Projected billings estimated at \$200,000 upcoming quarter.

Phase 2 - Final completion of certifications will be completed FY20 Q4 with closeout of Professional Services agreements in FY21Q1.

Minor Capital Improvements - A small capital project for access control to Amtrak restrooms began ahead of schedule in FY2020 Q4 for a 3 month duration. Estimated work for construction and administration: \$30,000

Contract extension has been approved per Sacramento Transportation Authority.

Measure A Capital Projects Quarterly Status Report



PROJECT INFO

Quarter Ended: **June 30, 2020** Fiscal Year: **2019-20** Reporting Quarter: **4**

Agency: **City of Sacramento** Project Mgr: **William Shunk, Senior Engineer**
Contact Info: **916-808-2986**

Project Name: **Interstate 5/Richards Blvd Interchange Upgrade**

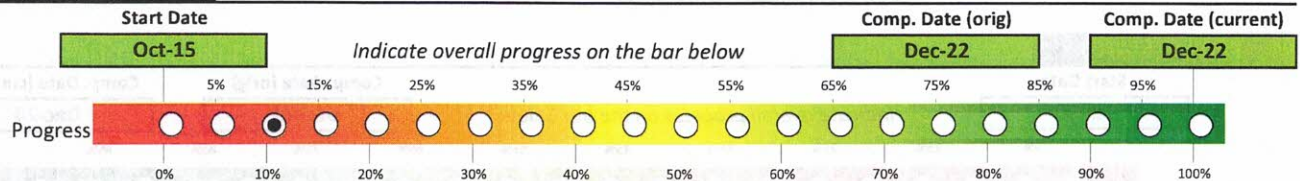
Sponsor Project ID Number: **T15165100** STA Project ID Number: **A-52-CS**

Original Est. Project Cost: \$ **90,000,000.00** Current Est. Project Cost: \$ **90,000,000.00**

MEASURE A FUNDING

Previous Contract(s) Amount:	\$ -	Projected Spending	1Q:	\$ 100,000.00
Previous Contract(s) Spending:	\$ -		2Q:	\$ 100,000.00
Current Contract Amount:	\$ 3,115,861.73		3Q:	\$ 100,000.00
Current Contract Spending:	\$ 313,504.91		4Q:	\$ 100,000.00
Expended This Quarter:	\$ -	Funds leveraged using local match \$ 3,098,000.00		
Total Remaining:	\$ 2,802,356.82			

PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- Not Started
- Right-of-Way Acquisition
- Bidding and/or Contracting
- Pending or On-Hold
- Environmental Review
- Under Construction
- Design and/or Engineering
- Planning/Financing/Approval
- Completed

Explanation of Activities this Quarter and Additional Notes

The project team has selected two alternatives to carry through the environmental process: Alternative 1 which will convert the existing tight-diamond interchange configuration into a diverging diamond configuration, and Alternative 3 which will convert the interchange to a diverging diamond and add braided ramps to the east side of Interstate 5. The project team has drafted a purpose and need statement and is working on the technical studies for the environmental document.



AUGUST 13, 2020

AGENDA ITEM # 8

AUTHORIZATION TO EXAMINE SALES AND USE TAX RECORDS

Action Requested: Authorize Executive Director

Presenter: Timothy Jones, Chief Financial Officer

Recommendation

Adopt resolution authorizing Hinderliter, de Llamas and Associates (HdL) to examine sales or transaction and use records of the California Department of Tax and Fee Administration (CDTFA).

Background

During the last four years, the Authority has annually engaged a consultant to provide revenue forecasting services for the Measure A program. Typically, staff request the forecast in the February/March timeframe in preparation for the budget cycle. This year's forecast was completed by Avenu Insights and Analytics in late February and that information was incorporated into the approved budget for FY 2020-21. Given the unique season we are in, our budget letter included a statement that revenue projections would be revisited in the August/September timeframe.

Discussion

We currently have a contract with Avenu Insights and Analytics to perform an updated revenue forecast later this month. The firm will provide projected sales tax revenue data for each year remaining in the program – through 2039. Over the last several months, staff have been in discussions regarding revenue projections with Self-Help counties throughout the state. The consensus is that no one understands to what extent the pandemic will impact their sales tax revenue streams – just that there will be less to go around.

Given the uncertainty we are facing and the importance of understanding our revenue stream for planning purposes, staff contracted with a second firm – HdL Companies - to perform sales tax revenue projections using their proprietary methods. In doing so, we believe the additional cost - \$5,000 – is well spent for a second opinion on our future revenue stream.

HdL Companies provides similar services to over 500 jurisdictions in California. It serves 48 counties, 332 cities, 180 transactions tax districts, and the County of Sacramento.

Attachment

SACRAMENTO TRANSPORTATION AUTHORITY

RESOLUTION NO. _____

A Resolution Authorizing the Examination of Sales or Transactions and Use Tax Records

WHEREAS, pursuant to Ordinance No. STA-0002 and STA-04-01 of the Sacramento Transportation Authority (STA) and Section 7270 of the Revenue and Taxation Code, the STA entered into a contract with the California Department of Tax and Fee Administration (formerly State Board of Equalization) (CDTFA) to perform all functions incident to the administration and collection of the Transactions and Use Tax Ordinances and the local sales and use taxes; and

WHEREAS, STA deems it necessary for authorized representatives of STA to examine confidential sales and transactions and use tax records of the CDTFA pertaining to sales and transactions and use taxes collected by the CDTFA for STA; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of CDTFA records and establishes criminal penalties for the unlawful disclosure of information contained in, or derived from sales or transactions and use tax records of the CDTFA; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code requires that any person designated by STA shall have an existing contract to examine STA's sales and transactions and use tax records.

NOW, THEREFORE IT IS RESOLVED AND ORDERED AS FOLLOWS:

Section 1. That the Executive Director or Chief Financial Officer, or other officer or employee of STA designated in writing by the Executive Director to the CDTFA is hereby appointed to represent STA with authority to examine all of the sales and transactions and use tax records of the CDTFA pertaining to sales and transactions and use taxes collected for STA by the CDTFA pursuant to the contract between STA and the CDTFA. The information obtained by examination of CDTFA records shall be used for purposes related to the collection of STA's sales and transactions and use taxes by the CDTFA pursuant to the contract.

Section 2. That the Executive Director or Chief Financial Officer, or other officer or employee of STA designated in writing by the Executive Director to the CDTFA, is also hereby appointed to represent STA with the authority to examine those sales and transactions and use tax records of the CDTFA for purposes related to the following governmental functions of STA:

- a) tracking and economic development
- b) forecasting and budget related functions
- c) detection of misallocations and deficiencies

The information obtained by examination of CDTFA records shall be used only for those governmental functions of STA listed above.

Section 3. That Hinderliter, de Llamas and Associates (HdL) is hereby designated and authorized to examine all of the sales and transactions and use tax records of the CDTFA pertaining to all sales and use taxes collected for STA and any transaction and use taxes collected for STA under the following Transactions and Use Tax Ordinances and any future Transactions and Use Tax Ordinances that may be enacted in the STA:

Measure A Sales Tax for Transportation

April 1, 2009

The person or entity designated by this section meets all of the following conditions:

- a) has an existing contract with STA to examine sales and transactions and use tax records;
- b) is required by that contract to disclose information contained in, or derived from those sales and transactions and use tax records only to an officer or employee authorized under Section 1 (or Section 2) of this resolution to examine the information;
- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
- d) is prohibited by that contract from retaining the information contained in or derived from those sales and transactions and use tax records after that contract has expired.

BE IT FURTHER RESOLVED that the information obtained by examination of CDTFA records shall be used only for purposes related to the collection of STA's sales and transactions and use taxes by the CDTFA pursuant to the contracts between STA and the California Department of Tax and Fee Administration and for purposes relating to the governmental functions of STA listed in Section 2 of this resolution.

Section 4. This resolution supersedes all prior sales and transactions and use tax resolutions of STA adopted pursuant to subdivision (b) of Revenue and Taxation Code Section 7056.

On a motion by Member _____, seconded by Member _____, the foregoing resolution was passed and adopted by the Governing Body of the Sacramento Transportation Authority at a regular meeting thereof this 13th day of August, 2020, by the following vote, to wit:

AYES:

NOES:

ABSENT:

Chairperson, Governing Body of the
Sacramento Transportation Authority

ATTEST: _____
Clerk of the Governing Body



AUGUST 13, 2020

AGENDA ITEM # 9

REVISED BOARD MEETING SCHEDULE FOR CALENDAR YEAR 2020

Action Requested: Approve

Key Staff: Will Kempton, Executive Director

Recommendation

Approve changes to the Authority's 2020 Meeting Schedule to authorize a meeting for September 16, 2020 in lieu of the regularly scheduled meeting on September 10, 2020 to accommodate budget deliberations of the Board of Supervisors. In addition, authorize a meeting for October 14, 2020 in lieu of the regularly scheduled meeting on October 8, 2020 to provide for better calendar spacing between meetings and to allow for an equitable distribution of Authority workload over the remainder of the year.

Background

At its meeting on November 14, 2019, the Authority approved a Board Meeting Calendar for the year 2020. That schedule includes regular monthly meeting dates for September 10, 2020 and October 8, 2020. Changes to the approved calendar should also be approved by the Authority.

Discussion

The next meeting of the Sacramento Transportation Authority is currently scheduled for September 10, 2020. On that date, however, the Sacramento County Board of Supervisors (BOS) will be holding budget hearings which have been delayed due to the COVID-19 pandemic and the BOS Chambers will not be available. The Office of the County Clerk has offered the following Wednesday, September 16, 2020 as a substitute date for the Authority's September meeting. With Board approval, staff will modify the calendar and update the STA website to reflect the changed meeting schedule.

If the September meeting is delayed until September 16, 2020, the currently scheduled meeting for October 8, 2020 will take place just three weeks following the September session. The press of Authority business is such that cancellation of a meeting before the end of the year is not advisable and it makes sense that the remaining workload be equitably divided over the next three months. To accommodate the planned workload and to balance the time between meetings, staff recommends moving the October meeting date to October 14, 2020.



AUGUST 13, 2020

AGENDA ITEM # 10

APPROVAL OF EXECUTIVE DIRECTOR RECRUITMENT PROCESS AND APPOINTMENT OF SELECTION COMMITTEE

Action Requested: Approve Process and Authorize Committee and Member Appointments

Key Staff: Will Kempton, Executive Director

Recommendation

Following presentation of the proposed process for recruiting a permanent Executive Director, including a review of the proposed schedule, approve the process and schedule and authorize the Chair to appoint a Selection Committee of between three and seven members to review applications, interview applicants and propose a final candidate(s) for the Governing Board to consider.

Background

With the pending end-of-2019 retirement of Norm Hom, the previous STA Executive Director, the Governing Board elected in September of last year to hire the current the incumbent as an Interim Executive Director for no more than a one-year period ending in December of 2020. This decision was made because of the Board's intent to pursue a supplemental transportation sales tax measure in November of this year. The incumbent was selected based on past experience with respect to administration of local sales tax programs and expertise in the development and implementation of program expenditure plans. In addition to carrying out these responsibilities, the incumbent was charged with the initiation of a process to recruit a permanent replacement to assume the role of Executive Director prior to the end of the year.

Discussion

Attachment 1 contains a proposed schedule for the recruitment of a new Executive Director for the Sacramento Transportation Authority (STA). With the Board's approval today, a job announcement (see Attachment 2) will be distributed immediately to statewide transportation agencies and other job banks outlining the responsibilities of the position, desired qualifications and experience for prospective candidates, and other information pertinent to the post.

In summary, the final filing date is proposed for September 28th, allowing for a 45-day outreach period, with application reviews and candidate interviews scheduled for September 29th through November 4th. The reviews and interviews will be conducted by a Selection Committee consisting of three to seven members of the Governing Board to be appointed by the Chair at today's meeting. It is intended that the Committee will make a recommendation of the preferred candidate or

candidates to the full Board with a final interview(s) scheduled for Closed Session on November 12th, at the regularly scheduled monthly meeting. It is anticipated that the Board will announce its selection at the meeting following the closed session. The new Director will assume his or her role effective December 11th following the December Board meeting, and formal introduction of the new appointee will take place at the December 10th meeting.

Attachments

SACRAMENTO TRANSPORTATION AUTHORITY
NEW EXECUTIVE DIRECTOR
PROPOSED RECRUITMENT SCHEDULE

(All dates 2020)

Board Direction for Recruitment Process and Formation of Selection Committee	August 13 <u>at Governing Board Meeting</u>
Advertise Position Opening	August 13 – September 28 (45 days)
Application Due Date	September 28
Selection Committee: Review & Rank Applications	September 29 – October 13 (15 days)
Selection Committee: Establish List of Finalists to Invite for Interviews	October 14
Notify Applicants of Status/Invite Finalists to Interview	October 15
Reference and Background Checks on Finalists	October 16 – October 20
Selection Committee: Finalist Interviews	October 26 – November 4
Selection Committee: Select Preferred Candidate	No later than November 4
Preferred Candidate Interview with Full Board and Official Appointment of New Executive Director	November 12 <u>at Governing Board Meeting</u> (Closed Session)
New Executive Director Start Date	December 11
Public Introduction of New Executive Director	December 10 <u>at Governing Board Meeting</u>

Sacramento Transportation Authority

Job Opportunity



EXECUTIVE DIRECTOR

THE SACRAMENTO AREA

The Sacramento area is one of the most attractive regions in the country. The greater metropolitan area, consisting of Sacramento and parts of Yolo, Placer, El Dorado, Sutter, and Yuba Counties, has a population of over 2.2 million, with 1.5 million residing within Sacramento County.

Sacramento boasts the NBA's Sacramento Kings, the Sacramento River Cats Triple A baseball team, Sacramento Republic FC soccer, and many other recreational, entertainment and cultural activities. Each December, Sacramento attracts some of the world's top long-distance runners to the California International Marathon. Historic Old Sacramento, the State Railroad Museum, Crocker Art Museum, Governor's Mansion, Sacramento Zoo, Sutter's Fort, American River Parkway, Music Circus, Sacramento Convention Center, California State History Museum, Johnny Cash Trail and the State Capitol Building are other attractions located in the immediate area. Top-name entertainers perform at Golden 1 Center and Memorial Auditorium. Each summer Sacramento hosts the California State Fair which attracts more than a half million visitors.

The Sacramento area offers some of the lowest housing prices of major cities in the state. Many new residents have relocated from the San Francisco Bay Area and neighboring counties to take advantage of Sacramento's employment opportunities, reasonable cost of living, and competitive salaries. The current median home price in Sacramento County is approximately \$395,000.

THE AGENCY

The Sacramento Transportation Authority (STA) has a staff of 3 full-time employees: Executive Director, Chief Financial Officer, and Special Programs Manager. Budgeted revenues for FY 2020-21 are \$149 million, most of which is passed through to local transportation providers. The administrative budget is approximately \$815,000, and the Authority has a \$360 million debt portfolio. Policy direction is provided by a 16-member governing board of local elected officials (County Supervisors and City Councilpersons).

The STA is primarily responsible for administering the Measure A program. Measure A is a voter-approved 30-year sales tax program providing funding for local transportation services and capital projects. The program also collects a county-wide development impact fee for expenditure on capital improvements.

In addition, the STA administers the Sacramento Metropolitan Freeway Service Patrol (SacMetro FSP) program in cooperation with Caltrans and the California Highway Patrol. The program's primary objective is to reduce traffic congestion caused by roadway incidents.

The STA Governing Board and staff also administer the operations of the Sacramento Abandoned Vehicle Service Authority (SAVSA). SAVSA provides funding to participating local jurisdictions for the abatement of abandoned vehicles and vehicle parts on streets and private property.

The STA provides a number of other functions related to setting priorities for the expenditure of specified state and federal transportation funds in Sacramento County.

HISTORY OF THE STA

The Sacramento Transportation Authority (STA) was created in 1988 when Sacramento County's electorate approved Measure A. The STA is a local transportation authority created pursuant to California Public Utilities Code Sections §180000-§180264.

For more information about the STA, please go to: www.sacta.org

THE POSITION

The Executive Director manages the day-to-day operations/activities of the STA, SacMetro FSP and SAVSA programs. Excellent communication and interpersonal skills are vital to articulate STA's vision and build community awareness of Measure A. Strong leadership skills are necessary to balance the varied perspectives of major stakeholders, business entities, and the general public. The position requires strong project management, report writing, and planning/programming skills. Belief in public accountability and a commitment to transparency are musts.

The STA Executive Director is an At-Will position that serves at the pleasure of the STA Governing Board. **The start date for this position is Friday, December 11, 2020.**

SUMMARY OF RESPONSIBILITIES/DUTIES

- Collaborate with local, state, and regional transportation agencies, business interests and the public to deliver the Measure A transportation program
- Advise local transportation agencies on the eligibility of expenditures
- Represent the agency in public forums: STA Board and local County/City policy board meetings, media, stakeholder organization meetings, and community events
- Develop policy recommendations for the Governing Board and implement those policies adopted by the Board
- Manage capital program with available resources
- Provide leadership and direction in advancing sales tax and other initiatives
- Serve as an ex officio member of the Measure A Independent Taxpayer Oversight Committee (ITOC) created as a safeguard for the use of public sales tax dollars
- Supervise two professional staff persons and assorted consultants
- Be familiar with the Sacramento region's transportation policy and project delivery issues

CORE COMPETENCIES

The STA Governing Board is seeking a seasoned, ethical and pragmatic leader, one who embraces transparency and accountability and exhibits the following core competencies:

- **Political Awareness.** Ability to navigate in a political environment, possessing the capability of successfully performing in all relevant venues, including interactions with major stakeholders, the business community, and elected officials and directors/managers of local entities.
- **Creativity and Innovation.** Ability to think creatively, drawing together varied input and information to arrive at new and innovative solutions or courses of action to deal with problems and issues.
- **Technical Expertise.** Possession of demonstrated expertise in not only directing staff work but also understanding the finer points of critical issues and personally performing original work as needed. Experience working with transportation projects and programs and well-honed strategic planning skills are a necessity.
- **Leadership and Drive.** Possession of well-rounded management skills and a level of comfort working in a small agency with a hands-on role. Capability of serving as an Influential and proactive visionary who encourages without being a micromanager.
- **Results Oriented.** Ability to maintain a firm focus on useful results and outcomes.
- **Interpersonal Skills.** The Executive Director must possess outstanding listening and communication skills in order to support the Board and lead the staff in providing open, responsive and customer-oriented service. The person selected will be expected to maintain cooperative working relationships with other local agencies, the region and the state.

QUALIFICATIONS/EXPERIENCE/CHARACTERISTICS

- Strong report-writing skills and the ability to develop and implement complex strategic plans
- Familiarity with the principles of public administration and ability to apply those principles in managing a public agency
- Familiarity with the principles of transportation planning, engineering, and project delivery
- Experience in public agency accounting, budgeting, and contract management
- Familiarity with the principles of public finance and the management of public debt
- Awareness and skills in transportation policymaking at the local, regional, state, and federal level, particularly as it effects Sacramento County
- Experience working with policy boards, the Brown Act, and Public Records Act requests
- An enthusiastic, inspiring, and engaged communicator who is comfortable with public speaking, media relations, and public exposure

QUALIFICATIONS/EXPERIENCE/CHARACTERISTICS (Continued)

- Ability to work collaboratively with local elected officials and public agency managers to address problems/issues to the satisfaction of affected parties
- Ability to understand and balance diverse perspectives among local elected officials, public agency managers, and community stakeholders
- Ability to work in a political environment
- Proven experience leading or involvement with public initiatives and building support for those efforts
- Successful at building collaborative business and community-oriented working relationships
- The ability to build and maintain trust

MINIMUM EDUCATION AND QUALIFICATIONS

- Bachelor's Degree in Public Administration, Transportation Planning, Engineering, Business Administration or a related field. An advanced degree is helpful.
- Ten (10) years of progressively responsible senior leadership and/or organizational management experience

COMPENSATION

The salary range for this position is \$15,155/month – \$16,707/month

BENEFITS

- CalPERS retirement 2.5%@55 (three highest years) for classic members or 2%@62 for new members under PEPR (STA does not participate in Social Security)
- Deferred Compensation: Voluntary participation in CalPERS Supplemental Income (457) Plan (no employer match)
- Vacation:
 - 2.6 weeks annually (0–3 years' service)
 - 3.6 weeks annually (4–15 years' service)
 - 4.6 weeks annually (>15 years' service)
- Sick Leave: 15 days per year
- 12.5 holidays per year
- Employer provided cafeteria plan: \$600 per month plus 5.0% of monthly salary-equivalent to purchase CalPERS health insurance and/or dependent care (unspent cafeteria plan funds are paid to employee)

BENEFITS (Continued)

- Employer-paid dental and vision plans for employee and dependents
- Employer-paid \$50,000 term life insurance policy
- Bereavement leave, mileage reimbursement, employee assistance program

APPLICATION AND SELECTION PROCEDURE

The final filing date for this position is Monday, September 28, 2020. To be considered for this exceptional career opportunity, submit your résumé, cover letter, a list of five work-related references. Résumé should reflect years and months of employment, beginning/ending dates as well as relevant work experience. Forward your materials via email to:

Sacramento Transportation Authority

Tel: (916) 323-0080

E-mail: will@sacta.org

Website: www.sacta.org

Résumés will be screened based on the criteria outlined above. Candidates with the most relevant qualifications may be asked to submit samples of work products demonstrating the applicant's effectiveness in professional written communication and strategic thinking and may be invited for preliminary interviews.

All results will be forwarded to a Selection Committee comprised of members of the Sacramento Transportation Authority Governing Board. The Selection Committee will invite select candidates for interviews. The final, preferred candidate(s) will be interviewed by the entire STA Governing Board on November 12. An appointment is expected following the completion of in-depth reference and background checks to be coordinated with the successful candidate.

TIMELINE

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| ▪ Application Deadline | September 28, 2020 |
| ▪ Review and Rank Applications | September 29–October 14, 2020 |
| ▪ Finalist Interviews with Selection Committee | October 26–November 4, 2020 |
| ▪ Preferred Candidate(s) Interview with STA Governing Board | November 12, 2020 |
| ▪ Appointment of New Executive Director* | November 12, 2020 |
| ▪ Start Date | December 11, 2020 |

*Pending results of reference, background, required drug tests