

SACRAMENTO TRANSPORTATION AUTHORITY  
MEASURE A NEIGHBORHOOD SHUTTLE PROGRAM  
GRANT AGREEMENT

**TEN MICROTRANSIT PILOT ROUTES**

This Agreement is made and entered into as of \_\_\_\_\_, 2018 by and between the **Sacramento Transportation Authority**, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter called “Authority,” and the **Sacramento Regional Transit District**, hereinafter called “Entity”.

**RECITALS**

**WHEREAS**, In 2004, the electors of Sacramento County approved, by two-thirds vote, sales tax Measure ‘A’ and Authority Ordinance No. 04-01 (“the Measure A Ordinance”); and

**WHEREAS**, the Measure A Ordinance includes a the “Sacramento County Transportation Expenditure Plan 2009-2039” (the “Expenditure Plan”); and

**WHEREAS**, the Expenditure Plan provides for the allocation of “at least \$30 million in sales tax revenues [to] fund the development of additional Neighborhood Shuttles throughout Sacramento County.”; and

**WHEREAS**, the Authority Board of Directors has authorized the Authority’s Executive Director to enter into an agreement with Entity consistent with the Neighborhood Shuttle System requirement of the Expenditure Plan.

**NOW, THEREFORE, THE AUTHORITY AND ENTITY AGREE AS FOLLOWS:**

1. **Purpose.** The purpose of this Agreement is to:
  - a. Provide for the transfer by the Authority to Entity of Measure ‘A’ sales tax revenue from the Neighborhood Shuttle Program for the Projects described in Section 2.
  - b. Set forth Entity’s obligations with respect to the receipt and expenditure thereof.
  
2. **Description of Projects.** The Projects funded by this Agreement are the following microtransit pilot routes:
  - a. Orangevale | Antelope | Historic Folsom Light Rail Station SmaRT Ride which generally serves the Orangevale area and parts of Fair Oaks with a connection to light rail in Folsom.

- b. Franklin Blvd | South Sacramento West SmaRT Ride which generally serves the South Sacramento West area around Franklin Blvd. and including Kaiser Permanente South Sacramento Medical Center, and Methodist Hospital.
  - c. Downtown Sacramento | Midtown | Old Sacramento SmaRT Ride which generally serves the area of Downtown Sacramento, Old Sacramento, Midtown, McKinley Park, Mercy General Hospital, and Broadway.
  - d. Rancho Cordova SmaRT Ride which generally serves the Rancho Cordova area and its major employment centers.
  - e. Arden/Arcade SmaRT Ride which generally serves the Arden/Arcade area, including Arden Fair Mall, Kaiser Permanente Medical Center on Morse Avenue, Point West, and Cal Expo.
  - f. Sac State SmaRT Ride which generally serves the campus of the California State University, Sacramento.
  - g. Carmichael | American River College SmaRT Ride which generally serves the Carmichael area and the American River College with connections to the light rail station at Watt Avenue and Interstate 80.
  - h. South Sacramento East | Farm to Future SmaRT Ride which generally serves the eastern portion of south Sacramento and the future Farm to Future affordable housing development.
  - i. Folsom SmaRT Ride which generally serves the Folsom area.
  - j. Elk Grove SmaRT Ride which generally serves the Elk Grove area.
3. Definitions. Unless the context otherwise requires, as used in this Agreement, the following terms shall have the following meanings:
- a. “Act” means the Local Transportation Authority and Improvement Act set forth in the provisions of the Public Utilities Code commencing with Section 180000.
  - b. “Board” means the Governing Board of the Sacramento Transportation Authority.
  - c. “Grant” means financial assistance provided by Authority for the particular purpose of providing local shuttle services with limited involvement by the Authority.
  - d. “Measure A” or “Ordinance” means Sacramento Transportation Authority Ordinance No. STA 04-01.
  - e. “Microtransit” or “SmaRT Ride” means flexible-route, on-demand, ride-sharing transit service.

- f. “Neighborhood Shuttle Program” means the Authority’s competitive grant program among local public transit providers to promote the development or expansion of shuttle routes in residential and commercial areas that have no—or infrequent—transit service.
  - g. “Pilot” means a small scale, limited-term experiment meant to help Authority and Entity learn how a large-scale or permanent project might work in practice.
4. Amount of Allocation and Period of Expenditure. The Board has reserved for Entity the sum of \$12,000,000 for expenditure on the operation of Projects. This sum is available to and shall be claimed by Entity prior to June 30, 2021. No additional funds will be provided under this Agreement. This Agreement shall expire on June 30, 2021, unless extended by mutual agreement of the Parties.
5. Compliance. The use and expenditure of sales tax revenue by Entity shall be in full compliance with the provisions of the Act, the Ordinance, applicable resolutions of the Board, this Agreement, and all other applicable contractual and legal requirements. In the event of non-compliance by Entity, the Authority reserves the right to withhold funding, cancel funding, seek repayment of sums previously disbursed under this Agreement and/or other appropriate action.
6. Disbursement of Revenues.
- a. Disbursements of revenue pursuant to this Agreement are awarded as grants.
  - b. During the term of this Agreement, Entity may invoice Authority \$33,333 per project for each month (full or partial) that project is in operation, with the following exceptions:
    - i. For the Orangevale | Antelope| Historic Folsom Light Rail Station SmarT Ride, the monthly amount is \$62,500.
    - ii. For the Downtown Sacramento | Midtown | Old Sacramento SmarT Ride, the monthly amount is \$83,333.
    - iii. For the Sac State SmarT Ride, the monthly amount is \$41,667.
  - c. Claims for payment shall be submitted no more often than monthly and no less often than semi-annually.
  - d. All claims shall be approved by Entity’s Project Manager prior to submission to Authority.

7. Reporting.

- a. Entity shall present a status report to the STA Governing Board at a regular meeting approximately once every six months or as requested by STA Executive Director. Information in the status report shall include:
  - Progress on implementation of routes
  - Daily boardings and/or other statistical metrics
  - Adoption rate by new customers
  - Findings and learnings
- b. Authority Executive Director shall coordinate with Project Manager the dates and times for the delivery of status reports.

8. Audits.

- a. Authority staff will review payment claims on a selected basis.
- b. Annual audits of the STA, as a whole, will be performed by an independent auditor and reviewed by the Independent Taxpayer Oversight Committee (ITOC). As part of that audit, Entity expenditures may also be audited.
- c. Claims found to have inadequate supporting documentation may be denied by the Authority Executive Director. Funds spent for any expenditures found to be in noncompliance with this Agreement may be withheld from future payments. The Board shall reallocate any funds so withheld for other Neighborhood Shuttle Program projects.

9. Designation of Project Manager. Entity shall designate a Project Manager who shall be the responsible representative of Entity to Authority staff regarding administration of this Agreement.

10. Signs. Entity shall display signs on shuttle Project vehicles stating that the project is funded with Measure A funds. The signs must be approved by the Authority's Executive Director.

11. Indemnity and Hold Harmless. Entity shall indemnify and save harmless the Sacramento Transportation Authority, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of or resulting from, directly or indirectly, the performance of this Agreement by Entity whether or not caused in part by passive negligence of a party indemnified hereunder. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by Authority.

The parties promise and agree to abide by the terms of this Agreement as set forth above.

SACRAMENTO TRANSPORTATION AUTHORITY

By:

Dated:

\_\_\_\_\_  
Norman K. Hom, Executive Director

SACRAMENTO REGIONAL TRANSIT DISTRICT

By:

Dated:

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Henry Li, General Manager