



CITY OF SACRAMENTO

TRAFFIC ENGINEERING DIVISION

1023 J STREET - SUITE 202

SACRAMENTO, CALIF. 95814

CITY MANAGER'S OFFICE  
**RECEIVED**  
JUL 21 1981

TELEPHONES (916)  
TRAFFIC ENGINEERING 449-5307  
OFF-STREET PARKING 449-5354  
ON-STREET PARKING 449-5644

July 20, 1981

City Council  
Sacramento, California

Honorable Members in Session:

SUBJECT: Agreement with the County of Sacramento for Engineering Services

SUMMARY

The City and County staffs have prepared an Agreement for the County to administer Hazard Elimination (H.E.S.) Projects instead of Caltrans. The City is not certified for such projects.

BACKGROUND INFORMATION

Caltrans has administered various Federal-Aid Projects for the City of Sacramento. These projects have included Federal-Aid-Urban (F.A.U.), Safer-Off-System (S.O.S.), Pavement Marking Demonstration (P.M.S.), and Hazard Elimination (H.E.S.).

Caltrans administered the first group of H.E.S. Projects for the City, consisting of J Street and 51st Street, Stockton Boulevard and 14th Avenue, Stockton Boulevard and Lemon Hill Avenue, and Stockton Boulevard between Fruitridge Road and Elder Creek Road/47th Avenue.

Caltrans informed the City that they would prefer that some other agency, presumably the County, administer this program. On that basis, the City staff contacted the County staff to develop an Agreement.

The County staff has indicated the willingness to administer the program and has indicated that the County administrative costs will be lower than Caltrans administrative costs.

**APPROVED**  
BY THE CITY COUNCIL

JUL 28 1981

*AG 81011*

OFFICE OF THE  
CITY CLERK

July 20, 1981

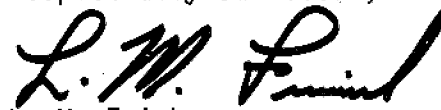
FINANCIAL DATA

None.

RECOMMENDATION

It is recommended that the City Council approve the attached Resolution and Agreement.

Respectfully submitted,



L. M. Frink  
Traffic Engineer

Recommendation Approved:

  
Walter J. Slipe, City Manager

LMF:RJF/mf  
Attachments 2

July 28, 1981  
All Districts

**RESOLUTION NO. 81-560**

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
AGREEMENT WITH COUNTY OF SACRAMENTO TO PROVIDE  
FOR THE COUNTY OF SACRAMENTO'S ADMINISTRATION  
OF THE CITY'S HAZARD ELIMINATION PROGRAM

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

The Mayor and City Clerk are hereby authorized and directed to execute that Agreement between the County of Sacramento and City of Sacramento relating to County administration of City Hazard Elimination (H.E.S.) projects.

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MAYOR

ATTEST:

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CITY CLERK

**APPROVED**  
BY THE CITY COUNCIL

JUL 28 1981

OFFICE OF THE  
CITY CLERK

Hazard Elimination Projects (H.E.S.)  
1980-81 and 1981-82

THIS AGREEMENT, MADE AND ENTERED INTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1981,  
BY AND BETWEEN

COUNTY OF SACRAMENTO, a political  
subdivision of the State of California  
hereinafter referred to as "COUNTY"

AND

CITY OF SACRAMENTO, a body politic and  
municipal corporation of the State  
of California, hereinafter referred  
to as "CITY"

R E C I T A L S

WHEREAS, CITY contemplates modifications of existing traffic control signal systems or installation of new traffic control signal systems and related necessary street work at certain intersections within the City of Sacramento and desires that COUNTY administer projects included in this Federal Aid Program for the CITY.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, the parties hereto agree as follows:

SECTION 1

COUNTY AGREES;

(1) to advertise, review bids with CITY and, if CITY approves, to award a contract to the lowest responsible bidder for the CITY'S projects according to City of Sacramento, State of California and Federal Highway Administration regulations.

(2) To use construction plans and specifications furnished by and approved by CITY for advertising and for administration of the contract(s).

(3) To administer the construction by contract(s) with construction contractor(s) licensed by the State of California, and to carry out all such contract(s) in accordance with provisions of the State Contract Act (Chapter 3, Part 5, Division 3, Title 2, of the Government Code).

(4) To pay COUNTY'S actual construction administration costs (including all direct and indirect costs). Administration costs shall in no event be charged to CITY in any sum which shall exceed 25% of the construction cost required to complete the installation and modification of the traffic control signal system and the related street work.

## SECTION II

CITY AGREES:

(1) To pay COUNTY within thirty days of billing which billing shall be made every thirty days during the project for costs incurred by COUNTY during the billing period.

(2) To furnish any necessary right of way required and to certify to COUNTY that the right of way is owned by CITY or that CITY has right of entry or is otherwise legally entitled to enter to do work.

## SECTION III

It is mutually understood and agreed:

(1) That neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under the Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under this Agreement.

(2) That neither CITY nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction not delegated to CITY under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8)

occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction not delegated to CITY under this agreement.

(3) That should any portion of the project be financed with Federal Funds or State Gas Tax Funds, all applicable procedures and policies relating to the use of such funds shall apply notwithstanding other provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, the provisions of which Agreement are effective as of the day, month and year first hereinabove written and shall remain in effect until December 31, 1982, unless terminated or extended by mutual consent.

COUNTY OF SACRAMENTO

BY \_\_\_\_\_  
Chairperson of the Board of Supervisors

Attest: \_\_\_\_\_  
Clerk of the Board of Supervisors  
"COUNTY"

CITY OF SACRAMENTO

BY \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk  
"CITY"

Approved as to form  
~~and~~ CS

Richard J. Savage  
City Attorney



# CITY OF SACRAMENTO

## OFFICE OF THE CITY CLERK

915 I STREET  
CITY HALL ROOM 203

SACRAMENTO, CALIFORNIA 95814  
TELEPHONE (916) 449-5426

LORRAINE MAGANA  
CITY CLERK

July 29, 1981

Mrs. Betty Poohar  
Clerk, Board of Supervisors  
Sacramento County Administration Building  
700 H Street  
Sacramento, CA 95814

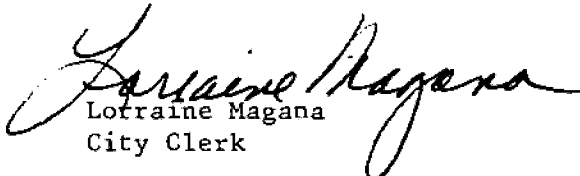
Dear Mrs. Poohar:

On July 28, 1981, the City Council adopted a resolution authorizing the execution of the agreement relating to County administration of City Hazard Elimination (H.E.S.) projects.

Enclosed are five (5) copies of the agreement executed by the City of Sacramento as authorized by the attached certified resolution.

Upon final execution, please return three (3) copies of said agreement for the City's distribution.

Sincerely,

  
Lorraine Magana  
City Clerk

LM:sj  
Encl.

cc: Traffic Engineer