



CITY OF SACRAMENTO

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CITY MANAGER'S OFFICE
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DEPARTMENT OF LAW
812 TENTH ST. SACRAMENTO, CALIF. 95814
SUITE 201 TELEPHONE (916) 449-5346

September 12, 1980

Honorable City Council
City Hall
Sacramento, California 95814

RE: NORTH-EAST CORRIDOR STUDY CONTRACT WITH CALTRANS (\$150,000.00)

Members in Session:

SUMMARY

It is recommended that the City Manager's signature of the City-Caltrans Agreement (Attachment "A") be approved.

DISCUSSION

The subject agreement provides partial funding for the SRAPC North-East Corridor Study. A draft separate City-SRAPC Contract is under review by SRAPC and will be presented to the Council at a later date.

On August 4, 1980, the City Manager signed the attached agreement, which was immediately then hand delivered to Caltrans. On September 11, 1980, Caltrans informed the City Attorney's office that Council approval was required before Caltrans would execute the agreement.

RECOMMENDATION

Although Council approval is not required since the contract calls for no fund expenditure, it is recommended that the attached resolution be approved so that Caltrans will execute the document and the funds may be received.

Respectfully submitted,

ATTACHMENT

William P. Carnazzo
WILLIAM P. CARNAZZO
Deputy City Attorney

WPC:KMF

RECOMMENDATION APPROVED:

Walter J. Slive
City Manager

APPROVED
BY THE CITY COUNCIL. *A-80096*

SEP 16 1980

OFFICE OF THE
CITY CLERK

AGREEMENT

Covering Allocation of 1979-80

Article XIX Funds to

City of Sacramento

This agreement, entered into this 4th day of August, 1980, by the State of California, acting through the Department of Transportation, referred to herein as STATE, and the City of Sacramento, referred to herein as CITY.

I. RECITALS

1. CITY, which derives its authority for providing public transportation from Article II, Section 9 of the State Constitution, has received an allocation for the Interstate 80 Bypass Corridor Study, as described in Exhibit A, in accordance with Section 199 of the Streets and Highways Code.
2. The Study will be a multi-agency effort with the Sacramento Regional Area Planning Commission (SRAPC) as the lead agency. The study will be guided by a Policy Steering Committee composed of the four members of the Planning and Community Development Committee (a Sacramento City Council Committee), two members of the Sacramento County Board of Supervisors, two members of the Board of Sacramento Regional Transit District and the Director of Caltrans, District 3.

3. Of the State funds, \$134,200 will be made available by the City of Sacramento to SRAPC for payment of consulting services and other study costs.
4. All reviews and approvals required by Section 199 have been obtained and the California Transportation Commission, by Resolution FMT 80-3, attached hereto as Exhibit B, has allocated funds for said project.
5. The \$150,000 allocation is made subject to the condition that the work study program for the Alternatives analysis be modified prior to the analysis of each alternative to include a decision by the Sacramento Regional Area Planning Commission regarding the relative priority of the I-80 and Folsom Corridor (Northeast Corridor) in the Sacramento urbanized area for study and implementation of transit alternatives.

II. SCOPE OF WORK

1. The scope of the work to be performed under this Agreement is described in Exhibit A.
2. This Agreement does not authorize any work not specified in Exhibit A.
3. No change in the scope of the work as set forth in Exhibit A may be made without prior written approval of STATE.

4. The total obligation of STATE under this Agreement shall not exceed \$150,000. It is recognized that such sum may not be sufficient to cover the total cost of the work described in this Agreement. These funds, however, constitute the total STATE contribution pursuant to this Agreement for the performance of such work.

III. PAYMENT

1. Funds allocated by the California Transportation Commission for use on the Project shall be payable to CITY on a reimbursable basis.
2. City will quarterly, on a calendar basis, prepare and submit in triplicate to STATE, Progress Payment Vouchers, in the format shown in Exhibit C, for reimbursement by STATE for expenditures made on the Project. Each such voucher will be accompanied by a brief narrative description of the work accomplished since the previous request for reimbursement. All costs charged to this Agreement by CITY shall be supported by properly executed payrolls, time records, invoices and vouchers, evidencing in proper detail the nature and propriety of the charges, and shall be costs allowable as determined by Federal Management Circulars 74-4 and 74-7. Payment shall be made within sixty (60) days after receipt of vouchers by STATE. All vouchers must be submitted prior to January 1, 1982. No payment may be made after June 30, 1982, at which time this Agreement will terminate.

Reimbursement will be made for work done after March 28, 1980, the date of the CTC approval of funding, and prior to June 30, 1981.

3. No reimbursement shall be made for work completed after June 30, 1981.
4. STATE may withhold an amount estimated to equal 10% of the total amount to be paid to CITY under this Agreement. Final payment of the amount withheld shall be made to CITY upon submission by CITY to STATE of a final report on the Project, review and audit by STATE of the Project, and determination by STATE that the Project has been completed satisfactorily.
5. Substantial failure of CITY to insure that work set forth in Exhibit A is conducted, will be sufficient grounds for termination of this Agreement by STATE. In the event of termination, CITY shall be paid all its contract costs incurred up to and including date of termination.

IV. REPORTS AND RECORDS

1. City and its subcontractors shall make available to STATE all documents, data and work sheets developed in the course of performing the work of this Agreement. CITY and its subcontractors shall establish and maintain accounting and reporting

procedures that are satisfactory to STATE. All fiscal and accounting records and other supporting papers shall be maintained by CITY and its subcontractors for a minimum of four years following the close of the fiscal year of expenditure and until an audit has been performed by STATE. STATE may perform fiscal, compliance, and performance audits. STATE's representative may enter upon the property of CITY and its subcontractors to inspect the work of the Project and supporting records.

2. Two copies each of all reports prepared by or on behalf of CITY in conjunction with the Project will be made available to STATE.

V. GENERAL PROVISION

1. Neither STATE, 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, its agents and any contractors under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, City shall fully indemnify and hold STATE 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 or in conjunction with any work,

authority or jurisdiction delegated to CITY under this Agreement.

2. In carrying out the work of this Agreement, CITY will be contracting with SRAPC and other public agencies or private firms.
3. The Fair Employment Practices Addendum, attached hereto as Exhibit D, is made a part of this Agreement. Whenever the word "Contractor" is used therein, it means CITY and any of its subcontractors.
4. Prohibited Interest: No member, officer, or employee of CITY, shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof.

The parties hereto agree that to their knowledge no Council member, officer or employee of CITY has any interest, whether contractual, noncontractual or financial, in this transaction, or in the business of the contracting party other than CITY, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (commencing with Section 1090) or Chapter 7 (commencing with Section 87100) of Title 9 of the Government Code of the State of California.

5. Minority Business Enterprises: In connection with performance of this Agreement, STATE will cooperate with CITY in meeting its commitments and goals with regard to the maximum utilization of minority business enterprises and will use its best efforts to ensure that minority business enterprises shall have the maximum practicable opportunity to compete for subcontractor work under this contract.

6. The contract administrators for the parties shall be: for STATE, the District Director of Transportation (03); and for CITY, the City Manager.

7. This Agreement constitutes the entire Agreement between the parties for the work to be performed pursuant to this Agreement. This Agreement can be modified, altered, or revised with the written consent of both parties hereto.

8. Notices to parties will be given at the following addresses:
STATE - P. O. Box 911, Marysville, California 95901; CITY OF SACRAMENTO -- Attention Mack Mailes, City Hall, 915 I Street, Sacramento, California 95814.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CITY OF SACRAMENTO

By _____
KING W. SMITH
Contract Officer

By Walter J. Slipe
Walter J. Slipe
City Manager

APPROVED AS TO FORM
AND PROCEDURE:

APPROVED AS TO FORM
AND PROCEDURE:

THOMAS A. CARROLL, Attorney
Legal Divison

James P. Jackson
James P. Jackson, City Attorney
By: Bill Carnazzo
Deputy City Attorney

APPROVAL RECOMMENDED:

LEO J. TROMBATORE
District Director of
Transportation - District 03

RESOLUTION NO. 80-620

Adopted by The Sacramento City Council on date of

RESOLUTION AUTHORIZING EXECUTION OF CONTRACT BETWEEN
CITY OF SACRAMENTO AND CALIFORNIA DEPARTMENT OF
TRANSPORTATION FOR STUDY OF NORTH-EAST CORRIDOR

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

That the contract between the City of Sacramento and the
California Department of Transportation for the study of
the North-East Corridor is hereby approved and the City
Manager is authorized to sign said contract on behalf of the
City of Sacramento.

MAYOR

ATTEST:

CITY CLERK

APPROVED
BY THE CITY COUNCIL.

SFP 16 (1971)

OFFICE OF THE
CITY CLERK

RESOLUTION NO. 80-620

Adopted by The Sacramento City Council on date of

RESOLUTION AUTHORIZING EXECUTION OF CONTRACT BETWEEN CITY OF SACRAMENTO AND CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR STUDY OF NORTH-EAST CORRIDOR

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

That the contract between the City of Sacramento and the California Department of Transportation for the study of the North-East Corridor is hereby approved and the City Manager is authorized to sign said contract on behalf of the City of Sacramento, together with any other contract whereunder the City will receive funds from the Department of Transportation for the said study.

MAYOR

ATTEST:

CITY CLERK