



City of Sacramento City Council

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915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 11/1/2011

Report Type: Consent

Title: Funding Agreement Amendment: Sacramento Intermodal Facility Track Relocation Project (T15029000)

Report ID: 2011-00743

Location: District 3

Recommendation: Adopt a Resolution: 1) repealing section 5 of Resolution 2011-169; 2) authorizing the City Manager or his designee to execute a \$400,000 funding agreement between the City and the Capitol Corridor Joint Powers Authority; 3) increasing the Track Relocation Project revenue and expenditure budgets (Fund 3702) by \$400,000; and, 4) appropriating \$150,000 from the Streetlight Investment Program Project (T15013500) for lighting upgrades in the Track Relocation Project.

Contact: Hinda Chandler, Senior. Architect, (916)808-8422, Department of Transportation

Presenter: None

Department: Transportation Department

Division: Planning & Policy

Dept ID: 15001041

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Agreement Exhibit Cover Sheet
- 4-Resolution
- 5-Exhibit A - Location Map
- 6-Exhibit B - Capital Corridorss JPA Agreement

City Attorney Review

Approved as to Form
Michael T. Sparks
10/26/2011 3:46:08 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
8/24/2011 11:04:10 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 10/25/2011 2:00:16 PM

Description/Analysis

Issue: Track Relocation - Phase 1 of the Sacramento Intermodal Transportation Facility (SITF) (Project), consists of realigning the mainline rail tracks and providing new passenger platforms, tunnels under the rail corridor, and a 42-inch water transmission line. In 2010, the bids received for the Project were above available funds and the Project was downscoped and rebid in 2011. As part of that, certain betterments were not able to be provided. The funding proposed to be added into the Project at this time is from new sources and would provide for additional wayside power cabinets and LED lighting, which are priorities of the rail operators. The proposed agreement and appropriation replace those previously approved in Resolution 2011-169 that are no longer under consideration.

Policy Considerations: The action requested herein is consistent with the Sacramento City Code, Title 3 and with the City of Sacramento Strategic Plan goals of improving the transportation system and public safety.

Environmental Considerations:

California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA): The Track Relocation Project (T15029005 for design) is subject to review under both CEQA and National Environmental Protection Act (NEPA). The City is the CEQA lead agency and the Federal Highway Administration (FHWA) is the NEPA lead agency. On June 2, 2009, the City Council approved a Mitigated Negative Declaration under CEQA, and a Notice of Determination was filed on June 8, 2009. On March 27, 2009, FHWA released the Environmental Assessment and Section 4(f) Evaluation Report for public review. FHWA also consulted with the State Office of Historic Preservation (SHPO) in accordance with Section 106 and on August 28, 2009 entered into a Programmatic Agreement, including the City, Caltrans, the Federal Railroad Administration (FRA) and the Federal Transit Administration (FTA) as signatories. On August 31, 2009, FHWA issued a Finding of No Significant Impact (FONSI) and authorized the City to implement Phases 1 and 2 of the Intermodal project. On March 15, 2010, FRA issued its separate FONSI.

Subsequent minor changes that involve historic resources have been submitted to Caltrans and SHPO per the terms of the Programmatic Agreement. Therefore, all requirements of CEQA, NEPA and Sections 4(f) and 106 under state and federal laws have been met and no further environmental review is required to approve the proposed actions.

Sustainability Considerations: The SITF project will provide facilities to accommodate rail freight movement, heavy passenger rail trains, light rail transit, intercity and local buses, and taxis, as well as bicycle and pedestrian transportation modes and future modes, such as streetcars and California High Speed Rail. The Track Relocation Project will improve operations, safety and convenience for passenger service and goods movement, as well as facilitate

the future development of the Intermodal facility. The improvements are consistent with the City's sustainability goals to provide better accessibility to public transportation.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: The new funding would permit important upgrades that have long lead times to be added early in the construction without affecting available contingency which might be needed for unforeseen conditions.

Financial Considerations: After the 2010 bids came in over budget, the Project (Project Number T15029000/T15029006) had to be downscoped. In the 2011 bid, upgrades that the rail operators deemed most critical were placed in an additive alternate. This included a portion of the LED station lighting (the platforms through the central tunnel) and half (4) of the wayside power cabinets. This additive alternate was able to be awarded as part of the construction contract. Since then, the City has been seeking additional funding sources for the remainder of these items. The additional LED lighting, budgeted at \$150,000, was found to be eligible under an existing CIP funded through a SMUD grant for lighting improvements. Therefore, to provide the LEDs, \$150,000 will be encumbered under the Streetlight Investment Program (T15013500) toward these improvements.

After contacting Sacramento Metropolitan Air Quality Management District (SMAQMD) and California Air Resources Board (CARB) officials, the wayside power cabinets were determined to qualify for a CARB program, the "Carl Moyer Memorial Air Quality Standards Attainment Program" (California Health and Safety Code section 44275 et seq.), which provides grants for the replacement equipment that reduces air emissions. Working jointly with SMAQMD and Capitol Corridor Joint Powers Authority (CCJPA), the City has assisted CCJPA, who would operate the power cabinets, in pursuing a Carl Moyer grant. If awarded the grant, CCJPA would pass-through the grant funds to the City pursuant to the funding agreement. The City would order and install the cabinets as part of the Track Relocation construction project. The additional power cabinets cost \$400,000, which would be funded 80% (\$320,000) by the Moyer grant and 20% (\$80,000) by CCJPA. Therefore, Council is asked to approve the funding agreement with CCJPA and to appropriate the \$400,000 (Fund 3702) into the project budget contingent upon CCJPA being awarded the Carl Moyer grant. Under the funding agreement, CCJPA would own and operate all 8 of the cabinets.

On March 22, 2011, a previous funding agreement with CCJPA that provided different terms for these items was approved by City Council in Section 5 of Resolution 2011-169. However, CCJPA later determined that it could not enter into that agreement. Therefore, it was never executed by either party, and the funds (\$250,000) were never received or appropriated into the project budget. Staff is recommending that Section 5 of Resolution 2011-169 be repealed.

Disadvantaged Business Enterprise (DBE): DBE participation is included in the Track Relocation contract in accordance with federal funding provisions. This project requires conformance with project participation guidelines for Disadvantaged Business

Enterprise (DBE) /Underutilized Disadvantaged Business Enterprises (UDBE) in lieu of the City of Sacramento Emerging and Small Business Enterprise (ESBE) program requirements. The UDBE goal is 7.38%. If the Contractor does not meet the UDBE goal, Good Faith Effort toward meeting the required goal must be demonstrated. The Track Relocation construction contractor, Granite demonstrated an acceptable Good Faith Effort.



ATTACHMENT 1

Background Information:

The Track Relocation Project relocates and reconfigures the current Union Pacific Railroad (UPRR) mainline and passenger tracks and the passenger platforms to the north between the I Street Bridge and 7th Street. This will improve the mainline heavy rail capacity and reliability for both freight service and passenger rail service. In addition, safety will improve due to separating the freight tracks from the passenger platforms and limiting access to the rail corridor by means of the new passenger and service tunnels. Relocating the existing UPRR tracks will also allow extension of 5th and 6th Streets and provision of the West Pedestrian Tunnel. In addition, this will improve access and circulation within downtown Sacramento and facilitate development of the Railyards project.

Project Downscope

In 2010, after bids came in high, to get the project constructed within available funding, its scope had to be reduced. In the 2011 bid set, several construction contracting requirements and time of performance were revised to modify risk and certain items that were considered betterments by the City were deferred or deleted. However, it was noted that if contingency was available later in the project or if new funding could be found for particular items, then restoration would be considered. Since new proposed funding has been identified, it is now proposed to include in the project the additional LED lighting, which is desired to reduce power and maintenance costs, and four additional wayside power cabinets, which are desired to more efficiently power the trains while they are in the station and reduce noise.

It should be noted that in early 2011 there were discussions with the Capitol Corridor Joint Powers Authority (CCJPA) regarding their contributing toward these upgrades. This resulted in a funding agreement for \$250,000 that was approved by City Council on March 22, 2011, as Section 5 of Resolution 2011-169. For several reasons, it turned out that this funding agreement was never executed by either party and, therefore, it is now proposed to repeal it in order for the currently-proposed arrangement to proceed.

Project Construction Funding

City Department of Transportation has determined that an existing CIP – Streetlight Investment Program (T15013500) funded through a SMUD grant received for lighting upgrades could be used for the LED lighting at the station. The grant has adequate funding for the LED's that are budgeted at \$150,000.

Further, after research and coordination with Sacramento Metropolitan Air Quality Management District (SMAQMD), California Air Resources Board (CARB) and CCJPA, a potential means has been found to fund the four additional wayside power cabinets that the rail operators state are crucial to rail operations. Under the proposed arrangement, SMAQMD would provide a grant to CCJPA under the Carl Moyer Memorial Air Quality Standards Attainment Program for 80% of the cost of the four additional cabinets, and CCJPA would operate the power cabinets to reduce emissions,

noise and fuel consumption and provide the 20% grant match. Then CCJPA would pass-through the funds to the City pursuant to a funding agreement for the actual provision of the cabinets in the Track Relocation contract. The additional cost for the four power cabinets would be the same as for the four in the original contract. Under the terms of the funding agreement, the CCJPA would own and operate all eight of the power cabinets. This funding arrangement is contingent upon SMAQMD awarding CCJPA a Carl Moyer grant in the amount of \$320,000.



Unexecuted Contract/Agreements

- The Unexecuted Contract/Agreement is signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.

- The Unexecuted Contract/Agreement (Public Project) is NOT signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.

- The Unexecuted Contract is included as an exhibit to the Resolution, however, the Agreement(s) is with other another governmental agency and it is not feasible to obtain the other agency's signature prior to Council action (be they denominated Agreements, MOUs, MOAs, etc.); however, the City Attorney approves the forwarding of the report to Council even though the signed agreement is not in hand yet.

- The Unexecuted Contract is NOT included as an exhibit to the resolution because, due to special circumstances, and the City Attorney confirms in writing that it is okay to proceed with Council action even though the signed agreement is not in hand yet.

All unexecuted contracts/agreements which are signed by the other parties are to be in the Office of the City Clerk before agenda publication.



RESOLUTION NO.

Adopted by the Sacramento City Council

APPROPRIATING FUNDING AND APPROVING A FUNDING AGREEMENT WITH CAPITOL CORRIDOR JOINT POWERS AUTHORITY FOR THE SACRAMENTO INTERMODAL FACILITY, TRACK RELOCATION PROJECT (T15029000) AND REPEALING SECTION 5 OF RESOLUTION 2011-169

BACKGROUND

- A. The project will relocate the existing Union Pacific Railroad (UPRR) mainline tracks, build new passenger platforms and access tunnels, relocate existing utilities, and install new utilities.
- B. Additional funding sources were found to fund two betterments that would improve operations.
- C. Funding is available in the City's Streetlight Investment Program project to fund additional LED lighting in the station.
- D. Capitol Corridor Joint Powers Authority (CCJPA) is contributing \$400,000, of which \$320,000 is provided through a Carl Moyer Memorial Air Quality Standards Attainment Program (California Health and Safety Code § 44275 et seq.) grant from the California Air Resources grant, for four additional wayside power cabinets.
- E. An earlier funding agreement that noted a different appropriation amount for the LED lighting and power cabinets was approved by Council in Section 5 of Resolution 2011-169 on March 22, 2011, but was never executed and is being replaced by the agreement and appropriation approved in this resolution.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. Section 5 of Resolution 2011-169, is hereby repealed.
- Section 2. The City Manager or his designee is authorized to execute the \$400,000 funding agreement between the City and the Capitol Corridor Joint Powers Authority that is attached as Exhibit B of this Resolution.
- Section 3. The Track Relocation Project revenue and expenditure budgets (Fund 3702) are increased by \$400,000.

Section 4. \$150,000 from the Streetlight Investment Program Project (T15013500) is appropriated for lighting upgrades in the Track Relocation Project.

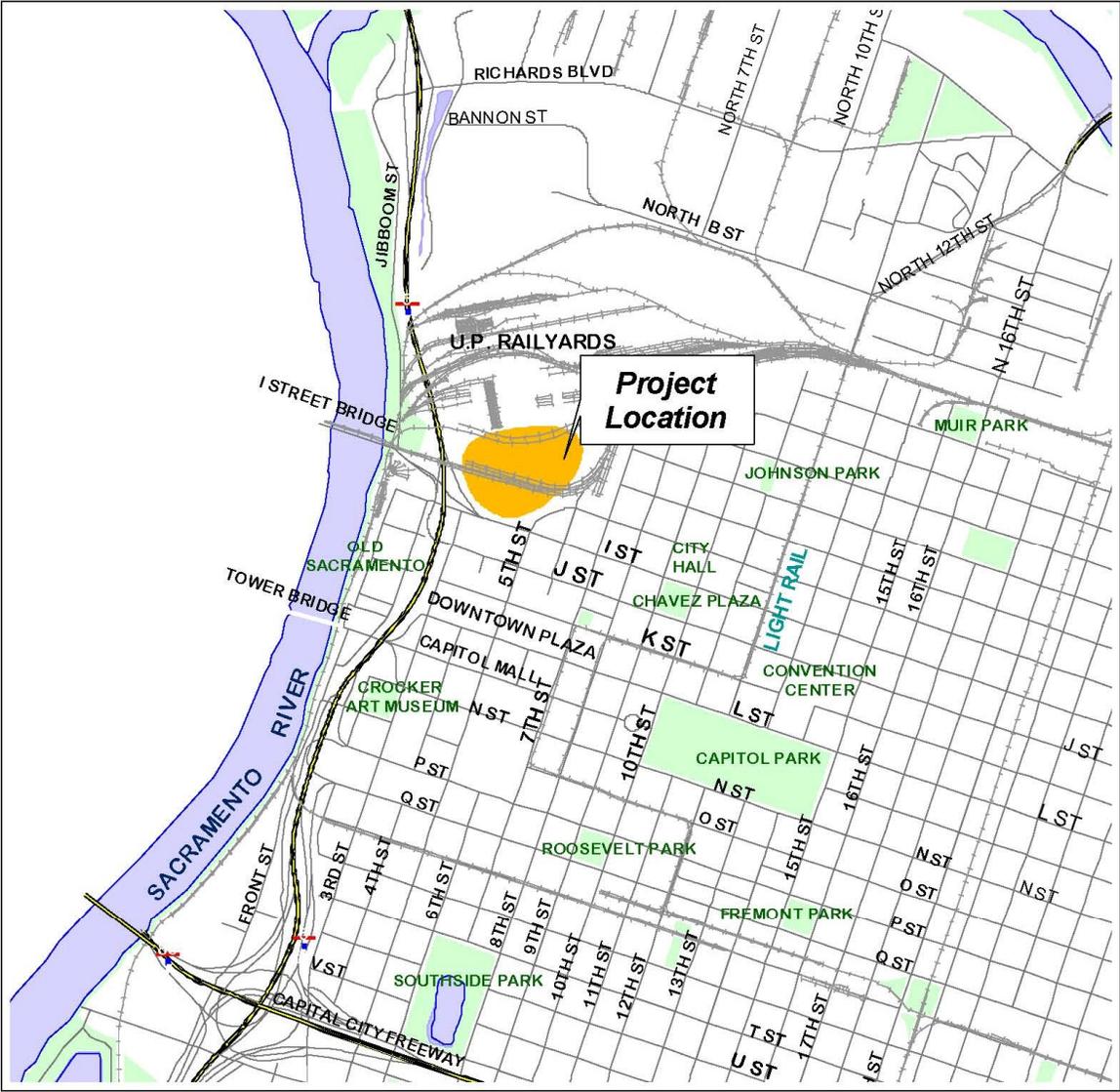
Section 5. Exhibits A and B are attached and are part of this Resolution.

Table of Contents:

Exhibit A – Location Map

Exhibit B – Funding Agreement

Location Map for
**SACRAMENTO INTERMODAL
TRANSPORTATION FACILITY (SITF)**
(PN:CF41)



Map Contact: S. Tobin
Date: October, 2003

1000 0 1000 2000 Feet



SACRAMENTO VALLEY STATION – POWER CABINET FUNDING AGREEMENT

This agreement is dated _____, 2011, and is between the CITY OF SACRAMENTO, a municipal corporation ("CITY"), and CAPITOL CORRIDOR JOINT POWERS AUTHORITY, a public agency formed jointly by local agencies pursuant to Government Code Section 14076 *et seq.* ("CCJPA"). CITY and CCJPA may be referred to collectively as the "Parties" or in the singular as "Party," as the context requires.

Background

S. Thomas Enterprises of Sacramento, LLC ("**Thomas**") was a prior owner of certain real property located in the City and County of Sacramento and commonly referred to as the Sacramento Railyards (the "**Property**"). On July 13, 2006, Thomas and the Union Pacific Railroad Company ("**UPRR**"), together with the National Railroad Passenger Corporation ("**AMTRAK**"), CCJPA, and the State of California Department of Parks and Recreation ("**CSRM**") entered into that certain Track Relocation Agreement (the "**TRA**"). Thereafter, CITY and UPRR entered into that certain Construction Operation and Maintenance Agreement dated November 23, 2009, (the "**COMA**") pursuant to which the CITY assumed certain of Thomas' obligations under the TRA, as more particularly set forth in the COMA. The TRA and the COMA provided for, among other things, the right to relocate UPRR's freight and passenger tracks and facilities and the performance of certain other obligations by the CITY and UPRR with respect to such tracks and facilities (the "**Track Relocation Project**" or "**Project**").

On December 28, 2006, CITY acquired the existing Sacramento Valley Station located at 401 I Street in Sacramento, which the Parties commonly refer to as the Depot Property or Parcel A. On February 28, 2011, CITY acquired an adjacent parcel of land known as Parcel B. Collectively Parcels A and B are referred to in this agreement as the "**Intermodal Property.**" CITY will undertake construction of the Track Relocation Project within the Intermodal Property.

CCJPA operates its Capitol Corridor rail passenger service under a contract with AMTRAK because AMTRAK has a master lease agreement with UPRR that allows AMTRAK to use the UPRR railroad tracks and related appurtenances and the facilities within UPRR's exclusive perpetual easement encumbering a portion of Parcel A.

CITY undertook the design of the Track Relocation Project in consultation with CCJPA, UPRR, AMTRAK and CSRM. At the request of CCJPA and Amtrak, CITY included eight 480 volt wayside power cabinets (the "**Power Cabinets**") within the Track Relocation Project. The Power Cabinets will support the substitution of diesel train powered energy to train cars while they are stationary for servicing, maintenance, and cleaning in favor of cleaner sources of electrical power not having their origin in diesel-consuming train engines, which will reduce the

generation of NOx and other precursor pollutants in the Sacramento Nonattainment Area as contemplated by the Carl Moyer Program Guidelines as implemented by the Sacramento Metropolitan Air Quality Management District.

CITY has secured funding in the amount of \$392,000 to purchase and install four of the Power Cabinets (the “**CITY Cabinets**”), and CCJPA has submitted an application to the Sacramento Metropolitan Air Quality Management District for \$320,000 in funding through the Carl Moyer Memorial Air Quality Standards Attainment Program (California Health and Safety Code, § 44275 et seq.) (the “**Carl Moyer Grant Program**”) to pay a portion of CITY’s costs to purchase and install the remaining four Power Cabinets (the “**CCJPA Cabinets**”). CCJPA has identified an additional \$80,000 in other funds that it will use to pay CITY to purchase and install the CCJPA Cabinets and appurtenances, including electric meters, and other modifications necessary to monitor power usage as required by the Carl Moyer Grant Program.

It is the intent of the Parties that CITY’s contribution of the CITY Cabinets at a cost of \$392,000 will be used to satisfy the CCJPA’s match requirement under the Carl Moyer Grant Program. It is also the intent of the Parties that all eight Power Cabinets – the four CITY Cabinets and the four CCJPA Cabinets - will be the personal property of CCJPA, and that CITY will not assume any responsibility for the operation, maintenance, repair, or replacement of any of the Power Cabinets.

With these background facts in mind, the Parties agree as follows:

1. **CCJPA FUNDING COMMITMENT.** CCJPA shall provide CITY with \$400,000 to purchase and install the CCJPA Cabinets and appurtenances, including electric meters, and other modifications necessary to monitor power usage as required by the Carl Moyer Grant Program as part of CITY’s Track Relocation Project (the “**CCJPA Funding Commitment**”).
2. **DISBURSEMENT OF FUNDS.** CCJPA shall disburse the \$400,000 no later than forty-five (45) days after CCJPA’s receipt of CITY’s detailed invoice that verifies that the work funded by CCJPA has been completed and CITY has made payment to the Track Relocation Project contractor for such work. CCJPA may inspect the work to verify its completion as a precondition of making payment. Such inspection shall occur no later than ten (10) days after the date of CCJPA’s receipt of CITY’s invoice.
3. **COST OVERRUNS.** It is understood and agreed that the CCJPA Funding Commitment represents the full extent of CCJPA’s obligation to contribute funds for the purchase and installation of the CCJPA Cabinets and that CCJPA will not be liable, responsible and/or expected to provide additional funding if there are any cost overruns or contractor claims related to the purchase and installation of the CCJPA Cabinets.
4. **INSPECTION OF BOOKS AND RECORDS.** It is understood and agreed that CCJPA shall have the right to access, inspect and audit CITY’s (and its contractors’) books and records relating to the purchase and installation of the CCJPA Cabinets upon reasonable

notice, during the course of the Track Relocation Project and for three (3) years after final completion.

5. OWNERSHIP AND CONTROL OF CABINETS.

- A. Upon (1) CCJPA's payment of CITY's invoice under section 2, or (2) the date on which one or more of the Power Cabinets are put into use, whichever is earlier, the CITY's property interest in the Power Cabinets – the CITY Cabinets and the CCJPA Cabinets - will vest in CCJPA without any further action required by the Parties (the "Transfer Date").
- B. Commencing on the Transfer Date, CCJPA at its sole expense shall (1) operate, maintain, and repair the Power Cabinets as required by the Carl Moyer Grant Program, and (2) comply with all other requirements of the Carl Moyer Grant Program that are applicable to the Power Cabinets, except that after the Transfer Date CCJPA may transfer ownership of the Power Cabinets, and any of the duties identified in this subsection 5.B., to Amtrak. Although such a transfer may occur, it will not relieve CCJPA of its obligations under this subsection 5.B.
- C. Upon the Transfer Date, CITY will be relieved of all obligations that it may have related to the Power Cabinets.

6. INDEMNIFICATION.

- A. In light of the fact that all design and construction work in connection with the Track Relocation Project is being performed by CITY and/or its contractors, CITY shall defend, indemnify and hold harmless and shall require its contractors (including any subcontractors) to defend, indemnify and hold harmless CCJPA, its officers, directors, employees, agents, servants, successors, assigns and subsidiaries (collectively, the "Indemnified Parties") from and against any and all losses and liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorney's fees), which any of the Indemnified Parties may hereafter incur, be responsible for or pay as a result of:
 - (1) injury or death to any person arising in any manner, directly or indirectly, from or incidental to or in connection with activities of or work performed in connection with the Track Relocation Project construction by CITY and/or its officers, employees, agents, servants, contractors, subcontractors or any other person acting for or by permission of CITY, and
 - (2) damage (including environmental contamination and loss of use) to or loss of any property, including property of CCJPA arising in any manner, directly or indirectly, from or incidental to or in connection with work performed in connection with the Track Relocation Project construction

by CITY and/or its officers, employees, agents, servants, contractors, subcontractors or any other person acting for or by permission of CITY.

- B. In light of the fact that CCJPA is solely responsible for the operation, maintenance, and replacement of, and complying with all the Carl Moyer Grant Program requirements that are applicable to, the Power Cabinets, CCJPA shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this agreement by CCJPA, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CCJPA.

7. **INSURANCE.**

- A. CITY shall require its contractor(s) to name CCJPA as an additional insured on the insurance coverages required by CITY for construction of the Track Relocation Project.
- B. CCJPA shall require its contractors who enter onto CITY property for any purpose related to the Power Cabinets to name CITY as an additional insured on the insurance coverages required by the contract between CCJPA and the contractor.

8. **TERM.** This agreement is effective until it is terminated by mutual agreement of the Parties.

9. **NOTICES.** Notices to the Parties as provided by this agreement shall be given by United States mail, postage prepaid as follows:

TO CCJPA:

Capitol Corridor Joint Powers Authority

TO CITY:

City of Sacramento

300 Lakeside Drive, 14th Floor, East
Oakland, CA 94612
Attn: Managing Director

915 I Street, 5th Floor
Sacramento, CA 95814
Attn: City Manager

Notice will be deemed to have been served when it is deposited in the United States mail, postage prepaid, and addressed as above prescribed. Notwithstanding the foregoing, in the event either of the Parties provides notice to the other Party by means of electronic transmission, such notice will be deemed to have been served upon receipt by the sending Party of written or electronic acknowledgement of receipt thereof from the receiving Party.

10. **GOVERNING LAW AND VENUE.** This agreement is governed by and will be construed in accordance with the laws of the California. Any litigation concerning this agreement must be brought and prosecuted in the Sacramento County Superior Court.
11. **SUCCESSORS AND ASSIGNS.** This agreement may not be assigned by either Party without the other Party's prior written consent. The obligations in this agreement shall inure to and bind the successors of each Party.
12. **WARRANTIES AND REPRESENTATIONS.** Each person who signs this agreement on behalf of a Party warrants and represents that he or she has the capacity and legal authority to execute this agreement for that Party and to bind that Party to the obligations imposed on it by this agreement.
13. **NO THIRD PARTY BENEFICIARIES.** Nothing in this agreement shall be deemed to create any right in any person not a Party hereto other than permitted successors and assigns of a Party hereto, and this agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of a third party, including, without limitation, AMTRAK and UPRR.
14. **ENTIRE AGREEMENT; MODIFICATION.** This document contains the entire agreement between the Parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration of the terms of this agreement will be valid unless approved in a writing signed by CITY and CCJPA.
15. **COUNTERPARTS.** This agreement may be executed in identical counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement. Facsimiles, pdfs and photocopies of signature pages of the agreement shall have the same binding effect as originals.

CITY OF SACRAMENTO

**CAPITOL CORRIDOR JOINT
POWERS AUTHORITY BOARD**

By: _____
John F. Shirey
City Manager

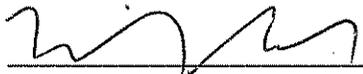
By: _____
David Kutrosky
Managing Director

Dated: October ____, 2011

Dated: October ____, 2011

Approved as to Legal Form:

Approved as to Legal Form:

By:  _____
Senior Deputy City Attorney

By: _____
Agency Counsel

Attest:

Attest:

By: _____
City Clerk

By: _____
Agency Clerk

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CITY OF SACRAMENTO

By: _____

John F. Shirey
City Manager

Dated: October __, 2011

Approved as to Legal Form:

By: _____

Senior Deputy City Attorney

Attest:

By: _____

City Clerk

**CAPITOL CORRIDOR JOINT
POWERS AUTHORITY BOARD**

By: _____

David Kutrosky
Managing Director

Dated: October 26, 2011

Approved as to Legal Form:

By: _____

Agency Counsel

Attest:

By: _____

Patricia K. Williams
Agency Clerk