

## **RESOLUTION NO. 2006-874**

Adopted by the Sacramento City Council

December 5, 2006

### **NEW MEASURE A CAPITAL ALLOCATION AND EXPENDITURE CONTRACT FOR THE SACRAMENTO INTERMODAL TRANSPORTATION FACILITY**

#### **BACKGROUND**

- A. The New Measure A Plan of Finance that was adopted in July of 2006 calls for an inaugural issuance of Notes to begin accelerating the delivery of capital projects set forth in the New Measure A expenditure plan.
- B. Sacramento Transportation Authority (STA) has issued a series of revenue anticipation notes in order to deliver these funds and allocated \$15,913,500 to the City of Sacramento for the Intermodal Project.
- C. These funds must be expended prior to December 1, 2008.

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

- Section 1. Authorize the City Manager to execute a contract with STA to accept \$15,913,500 of New Measure A funds to the City of Sacramento for the Intermodal Project.
- Section 2. Authorize staff to appropriate \$15,913,500 from the New Measure A to fund the Intermodal Project (PN:CF41).
- Section 3. Authorize staff to establish a new fund (Fund 291 – New Measure A Construction) to properly account for the new funding source in accordance with generally accepted accounting principles

#### **Table of Contents:**

- Exhibit A STA New Measure A Capital Project Allocation and Expenditure Contract

Adopted by the City of Sacramento City Council on December 5, 2006 by the following vote:

Ayes: Councilmembers, Cohn, Fong, Hammond, McCarty, Pannell, Sheedy, Tretheway, Waters, and Mayor Fargo.

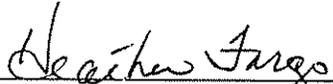
Noes: None.

Abstain: None.

Absent: None.

Attest:

  
\_\_\_\_\_  
Shirley Concolino, City Clerk

  
\_\_\_\_\_  
Mayor, Heather Fargo

SACRAMENTO TRANSPORTATION AUTHORITY  
NEW MEASURE A  
CAPITAL PROJECT ALLOCATION AND EXPENDITURE CONTRACT

**INTERMODAL PROJECT**

This Contract is made as of \_\_\_\_\_ 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 *City of Sacramento*, hereinafter called "Entity."

**THE PARTIES AGREE AS FOLLOWS:**

1. Purpose. The purpose of this Contract is to provide for the transfer by the Authority to Entity of sales tax revenue and/or transportation mitigation fee revenue (including both current revenues and proceeds of Authority financings) for the Capital Project described in Section 2, and to set forth Entity's obligations with respect to the expenditure thereof.
2. Description of Capital Project. The Capital Project funded by this Contract is:  
  
Right-of-way acquisition and construction to *relocate the inner-city rail tracks, construct new passenger platforms, and restore the historic train station at 5<sup>th</sup> & I Streets in downtown Sacramento into an intermodal passenger transfer facility*, and to integrate the facility with planned adjacent development. The improved intermodal connections and service will allow inter-city rail and bus passengers to efficiently access local transportation modes, including rail, bus, taxi, automobile, in a friendly and safe environment.
3. Definitions. Unless the context otherwise requires, as used in this Contract, 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. "Measure A" or "New Measure A" or "Ordinance" means Sacramento Transportation Authority Ordinance No. STA 04-01.
4. Amount of Allocation and Period of Expenditure. On October 12, 2006, the Board allocated to Entity the sum of \$15,913,500 for expenditure on the Capital Project. Said sum shall be expended by Entity prior to December 1, 2008.

5. Compliance. The use and expenditure of sales tax revenue and transportation mitigation fee revenue by Entity shall be in full compliance with the provisions of the Act, the Ordinance, applicable resolutions of the Board, this Contract, and all other applicable contractual and legal requirements.

6. Entity Certifications

a. Maintenance of Effort. Entity certifies that it is currently in compliance with, and will remain in compliance throughout the term of this Contract with, the maintenance of effort requirements set forth in the Ordinance:

i. Entity shall not reduce the amount of its non-federal, non-state, non-Measure A transportation expenditure while receiving sales tax revenue.

ii. Entity shall continue to impose its non-SCTMFP transportation mitigation fees at rates that are not less than the non-SCTMFP transportation mitigation fees imposed by Entity during Fiscal Year 2008-09.

b. Sacramento Countywide Transportation Mitigation Fee Program (SCTMFP). Entity (if a County or City) certifies that it is implementing the SCTMFP in accordance with STA Resolution STA-06-0006 and related guidelines adopted by the Board.

c. Routine Accommodations of Bicycles and Pedestrians. Entity certifies that the Capital Project design provides for routine accommodation of bicycles and pedestrians.

d. Additional Certifications. Additional certifications applicable to this Contract are:

*NONE*

7. Disbursement of Revenues.

a. Disbursements of revenue pursuant to this Contract shall be made on a progress payment basis. If Entity demonstrates a need for advance payments, the STA Executive Director may advance up to 10% of the total allocation after Entity commences work and begins incurring project expenses.

b. Claims for payment shall be submitted no more often than monthly.

c. All claims shall be approved by Entity's Measure A Manager prior to submission to Authority.

8. Reporting.

- a. Entity shall submit quarterly status reports in approved STA format. Information in the status report should include:
  - Total anticipated project cost
  - Amount funded to date
  - Expenditures by quarter
  - Project status
- b. Quarterly status reports will be due to the Senior Transportation Administrator 30 days after the end of each calendar quarter.

9. Audits.

- a. STA staff will review progress 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 will also be audited.
- c. Claims found to have inadequate supporting documentation may be denied by the STA Executive Director. Funds spent for any expenditures found to be in noncompliance with this Contract may be withheld from future payments. The Board shall reallocate any funds so withheld for other Measure A capital projects.

10. Cost Variations. In the event the actual Measure A cost of the Capital Project is less than the allocation, the excess funds shall be returned to the Authority for reallocation in accordance with the Ordinance. First preference for reallocation shall be other Measure A capital projects being managed by Entity.

11. Designation of Measure A Manager. Entity shall designate a Measure A Manager who shall be the responsible representative of Entity to Authority staff in connection with administration of this Contract.

12. Signs. Entity shall post signs at the Capital Project site stating the project is funded with Measure A funds. The signs shall be substantially similar to the sample depicted in Attachment A.

13. 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 Contract 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 Contract as set forth above.

SACRAMENTO TRANSPORTATION AUTHORITY

By \_\_\_\_\_

Dated: \_\_\_\_\_

CITY OF SACRAMENTO

By: \_\_\_\_\_  
(Authorized Officer's Signature)

\_\_\_\_\_  
(Officer's Printed Name)

\_\_\_\_\_  
(Officer's Title)