

RESOLUTION NO. 2006-081

Adopted by the Sacramento City Council

January 31, 2006

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SACRAMENTO AREA FLOOD CONTROL AGENCY (SAFCA) FOR THE SACRAMENTO RIVER EAST BANK LEVEE WIDENING PROJECT AT JIBBOOM STREET PARK, CIP LZ11

BACKGROUND:

- A. The City identified Jibboom Street Park as one of the priorities in the first 5-year implementation period of the Sacramento Riverfront Master Plan.
- B. In September 2004, the City Council accepted a \$510,000 Proposition 13 River Parkway grant for the development of Phase I of the park.
- C. In May 2004, Council accepted an additional \$1.5 million Proposition 40 River Parkway Program grant for Jibboom Street Park, Phase II.
- D. On March 7, 2005, Council approved the Jibboom Street Park Master Plan.
- E. In connection with SAFCA's effort to widen the levee, a need was identified to elevate the ground surface to achieve better waterfront orientation/views.
- F. In order to maximize available resources, staff is recommending the Council approve this agreement to compensate SAFCA for placing additional fill to support the park and for constructing other improvements related to abandoning City utility infrastructure at the site.
- G. For every increase in excess of \$100,000 to a project's operating budget, Council's approval is needed.

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

- Section 1. Authorizing the City Manager to enter into an agreement with SAFCA for sharing the cost of the Sacramento River east bank levee widening project for Jibboom Street Park, CIP LZ11.

Table of Contents: *Exhibit A – Agreement between Sacramento Area Flood Control Agency and the City for sharing the cost of park and recreation improvements associated with the Sacramento River East Bank Levee Widening Project at Jibboom Street Park*

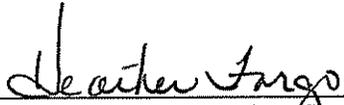
Adopted by the City of Sacramento City Council on January 31, 2006 by the following vote:

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

Noes: None.

Abstain: None.

Absent: None.



Mayor Heather Fargo

Attest:



Shirley Concolino, City Clerk

**AGREEMENT
BETWEEN THE SACRAMENTO AREA FLOOD CONTROL AGENCY
AND THE CITY OF SACRAMENTO FOR SHARING THE COST OF PARK AND
RECREATION IMPROVEMENTS ASSOCIATED WITH THE SACRAMENTO RIVER EAST
BANK LEVEE WIDENING PROJECT AT JIBBOOM STREET (RIVER MILE 60.0L)**

This agreement ("Agreement") is made and entered into on the ____ day of _____, 2005 by and between the Sacramento Area Flood Control Agency ("SAFCA") and the City of Sacramento ("City").

Whereas, the U.S. Army Corps of Engineers (Corps) has evaluated several of the levees protecting Sacramento to determine whether they meet minimum criteria for safely containing a flood with a one percent annual chance of occurrence (commonly referred to as the 100-year flood).

Whereas, initial studies by the Corps indicated that the left bank levee on the Sacramento River at River Mile 60.0 (RM 60.0L) might not safely contain a 100-year flood if substantial erosion were to occur during a significant flood event.

Whereas, in response to this concern, and recognizing that a typical bank protection project may not be able to be implemented in a timely period, SAFCA designed a project (Project) to increase the cross-sectional width to the landside of the existing levee at RM 60.0L so that if substantial erosion occurs on the waterside of the levee during a significant flood event, a levee of adequate width to meet minimum criteria would remain.

Whereas, in connection with SAFCA's effort to widen the levee, City identified a need to elevate the ground surface in the area around RM 60.0L for purposes of developing a park with views of the river and agreed to compensate SAFCA for placing additional fill to support the park and for constructing other improvements related to abandoning City utility infrastructure at the site.

Whereas, SAFCA subsequently broadened the design of the Project to incorporate the park and utility improvements sought by City and constructed the Project to include these improvements.

Whereas, the purpose of this Agreement is to specify the terms and conditions under which the City will reimburse SAFCA for the share of the costs of the Project that are allocable to the City's park improvements.

Whereas, the parties intend to enter into a separate agreement to specify the terms and conditions under which the City will reimburse SAFCA for the share of the costs of the Project that are allocable to the City's utilities improvements.

Now therefore, the parties agree as follows:

1. Contract Review. SAFCA has given City the opportunity to review and comment on all contracts to be carried out in connection with the Project, including relevant plans and specifications, prior to the issuance of invitations for bid.

2. Estimated Total Project Cost. The worksheet attached hereto as Exhibit A and incorporated herein by this reference, which has been reviewed and approved by City, shows the current estimated total cost of the Park and Recreation improvements associated with the Sacramento River East Bank Levee Widening Project to be \$642,344.

3. City Reimbursement to SAFCA For Park Improvements. The City shall reimburse SAFCA for the project items that are allocable to City park improvements as shown in Exhibit A, in an amount not to exceed \$255,200. SAFCA shall invoice the City's Parks and Recreation Department for these items and shall receive payment from funds available to this department. A separate agreement shall be developed between SAFCA and the City's Utilities Department for payment of the balance of any reimburseable expenses incurred by SAFCA in connection with the Project that are allocable to this department. Payment of invoices shall be made within 30 days of the date of receipt.

4. Final Accounting. Upon completion or termination of the Project, SAFCA shall prepare an accounting of all costs incurred in construction of the project. This accounting shall be tabulated by SAFCA and used in reaching a final accounting for total Project costs. City shall review and approve the accounting within 30 days of receipt or notify SAFCA of costs the City objects to. Following an approved final accounting, SAFCA shall submit a final invoice to City. Payment of the final invoice shall be made within 30 days of the date of receipt.

5. Responsibilities for Satisfaction of Reclamation Board Permit Conditions. The construction of the levee embankment, park embankment, "D" Line drainage pipe, chainlink fence, abandonment of the pipes serving the PG&E building, and associated work is being conducted under Reclamation Board Permit No. 17844 GM, which identifies SAFCA as the Applicant. City agrees to be responsible for all conditions of the permit excepting those associated with the levee embankment.

The abandonment of the pipes serving the Old City of Sacramento River Water Intake Structure and associated work is being conducted under Reclamation Board Permit No. 17196 GM, which identifies the City as the Applicant. City agrees to be responsible for all conditions of the permit.

6. Maintenance of Records. Within 60 days of the date of this Agreement, City and SAFCA shall develop procedures for keeping books, records, documents and other evidence pertaining to costs and expenses incurred pursuant to this Agreement to the extent and in such detail as will properly reflect total Project costs. City and SAFCA shall maintain such books, records, documents, and other evidence in accordance with these procedures and for a minimum of three years after completion of Project construction and resolution of all relevant claims arising therefrom, and shall make available at their offices at reasonable times, such books, records, documents, and other evidence for inspection and audit by authorized representatives of the parties to this Agreement.

7. Notices. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by first-class (postage pre-paid), registered, or certified mail, as follows:

If to the City's
Parks and Recreation Department:

Robert G. Overstreet, II
Parks and Recreation
915 I Street, 5th Floor
Sacramento, CA 95814

If to SAFCA:

Executive Director
SAFCA
1007 7th Street, 7th Floor
Sacramento, CA 95814-3407

A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this section.

Any notice, request, demand, or other communication made pursuant to this Paragraph shall be deemed to have been received by the addressee at such time as it is personally delivered or seven calendar days after it is mailed, as the case may be.

8. Indemnification.

a. City shall defend, indemnify and hold harmless SAFCA, its Board, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the operation and maintenance of the Project improvements allocable to City, except for such demands, claims, actions, liabilities, losses, damages, and costs that are caused in whole or in part by the negligent or intentional acts or omissions of SAFCA's officers, directors, agents, employees, volunteers or contractors.

b. SAFCA shall defend, indemnify, and hold harmless City, its officers, directors agents, and employees from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the operation and maintenance of the Project improvements

allocable to SAFCA, except for such demands, claims, actions, liabilities, losses, damages, and costs that are caused in whole or in part by the negligent or intentional acts or omissions of City's officers, directors, agents, employees, volunteers or contractors.

9. Insurance or Self-Insurance. Each party, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

10. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

11. Entire Agreement. This Agreement constitutes the entire agreement of City and SAFCA and supercedes any prior written or oral agreement between them concerning the subject matter herein. Any subsequent amendments, modifications, or waivers of this Agreement must be in writing and signed by the authorized representative of both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

SACRAMENTO AREA FLOOD CONTROL AGENCY (SAFCA)

By: _____
Executive Director

CITY OF SACRAMENTO (CITY)

By: _____
Interim City Manager

Approved as to Form

SAFCA Counsel

City Attorney

Attest

EXHIBIT A

**SAFCA AND CITY COST SHARE CALCULATION
SACRAMENTO RIVER EAST BANK LEVEE RIVER MILE 60.0L LEVEE WIDENING PROJECT
JIBBOOM STREET - SACRAMENTO, CALIFORNIA
SAFCA CONTRACT NO: 3842**

22-Dec-05

Item No.	Item	City Parks	Assumptions
1	Mobilization/Demobilization	\$5,000.00	City and SAFCA to split cost 50%-50%
2	Traffic Control and Haul Route Maintenance	\$5,000.00	City and SAFCA to split cost 50%-50%
3	Remove Ramp Surfacing	\$490.00	City and SAFCA to split cost 50%-50%
4	Remove Irrigation System	\$500.00	City and SAFCA to split cost 50%-50%
5	Levee & Park Clearing and Grubbing	\$2,500.00	City and SAFCA to split cost 50%-50%
6	"D" Line Drain	\$14,000.00	Needed due to addition of City Embankment
7	Modify Monitoring Well	\$4,000.00	One in SAFCA levee embankment; Two are in City embankment
8	Ground Surface Stripping	\$2,942.50	0.7 acre in SAFCA/ 1.0 acre in City
9	Houston Estates Borrow Site Excavation	\$79,000.00	SAFCA (5000 cy) City (79000cy)
10	Project Area Stockpile Excavation	\$40,000.00	City stock pile for placement in park embankment
11	Houston Est - Surf Layer Remove, Stockpile and Respread	\$11,400.00	City and SAFCA to split cost 50%-50%
12	Levee Embankment and City Embankment	\$20,000.00	SAFCA (5100 cy) City (10000cy)
13	Aggregate Base	\$450.00	SAFCA project
14	Asphalt Concrete	\$2,000.00	SAFCA 8 tons - City 8 tons
15	Temporary Security Fence	\$5,120.00	SAFCA 640 ft - City 320 ft
16	Chain Link Fence	\$6,700.00	SAFCA 355 ft - City 335 ft
17	Erosion Control Seeding	\$2,942.00	0.7 acre in SAFCA/ 1.0 acre in City
18	Temporary Protective Fence	\$3,500.00	City and SAFCA to split cost 50%-50%
19	"D" Line Drain Outlet Structure	\$5,000.00	Needed due to addition of City Embankment
20	Project Area Surface Layer Removal and Stockpile	\$5,882.75	0.7 acre in SAFCA/ 1.0 acre in City
21	Excavate Borrow from Westlake Park on Del Paso Road	\$38,750.00	
	TOTAL	\$255,177.25	