



CITY MANAGER'S OFFICE  
**RECEIVED**  
APR 05 1989

DEPARTMENT OF  
PUBLIC WORKS  
  
OFFICE OF THE DIRECTOR

CITY OF SACRAMENTO  
CALIFORNIA

CITY HALL  
ROOM 207  
915 I STREET  
SACRAMENTO, CA  
95814-2673

**APPROVED**  
BY THE CITY COUNCIL

April 11, 1989

916-449-5283

City Council  
Sacramento, California

OFFICE OF THE  
CITY CLERK

*ag 88207*

Honorable Members In Session:

**SUBJECT: APPROVAL OF THE SACRAMENTO TRANSPORTATION AUTHORITY EXPENDITURE CONTRACT**

**SUMMARY**

This report recommends that the City Council approve the attached Sacramento Transportation Authority/Recipient Entity Allocation and Expenditure Contract, between the City of Sacramento and the Sacramento Transportation Authority, and adopt the attached Resolution which authorizes the Mayor to execute the contract. This report was heard by the Joint Budget and Finance/Transportation and Community Development Committee earlier on this same day of April 11, 1989.

**BACKGROUND**

On July 26, 1988, the City signed a Transportation Expenditure Agreement with the Sacramento Transportation Authority, which identified the objectives relating to transportation planning and revenue expenditures in the implementation and allocation of the Measure A Sales Tax, and prescribed the basic allocation apportionments by which the objectives would be achieved.

In accordance with this Transportation Expenditure Agreement, each entity (the Cities of Sacramento, Folsom, Galt and Isleton; the County of Sacramento; the Sacramento Regional Transit District; and the Sacramento County Air Pollution Control District) must now contract with the Sacramento Transportation Authority to provide for the allocation, by the Authority of sales tax revenue and the expenditure thereof, by the entity. The attached contract identifies that the sales tax revenue shall be allocated and disbursed to the City in accordance with the Annual Expenditure Plan, for the period of April 1, 1989, through June 30, 1990, that the City submitted to the Authority in February 1989. The contract also requires the City to undertake, construct and complete the public road improvement and maintenance projects, as set forth in our Annual Expenditure Plan, by or before September 30, 1992. The contract will commence April 1, 1989, and will terminate on June 30, 1990, or on the actual latest completion date of any project listed in the City's Annual Expenditure Plan. Fund disbursements will be made from the Authority to the City on a quarterly basis.

**FINANCIAL DATA**

This report has no specific financial recommendation. Approval of the attached contract with the Authority will provide for the allocation and disbursement of the sales tax revenue to the City in accordance with our Annual Expenditure Plan. The projects proposed in the City's Annual Expenditure Plan for April 1, 1989, through June 30, 1989, total \$10,656,000 (\$5,920,000 for new Capital Improvement Projects and \$4,736,000 for Roadway Maintenance projects).

City Council  
Sacramento Transportation Authority Expenditure Contract  
April 11, 1989  
Page 2

**POLICY CONSIDERATIONS**

There are no policy considerations associated with this item.

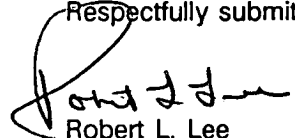
**MBE/WBE**

There are no goods or services being purchased with this item.

**RECOMMENDATION**


It is recommended that the City Council approve the attached Contract with the Sacramento Transportation Authority and adopt the attached Resolution, which authorizes the Mayor to execute the contract on behalf of the City.

Respectfully submitted,



Robert L. Lee  
Deputy Director of Public Works

RECOMMENDATION APPROVED:



Walter J. Slipe  
City Manager

APPROVED:



Melvin H. Johnson  
Director of Public Works

Attachments

**Contact Person**

Robert L. Lee  
Deputy Director of Public Works  
449-5283

ALL DISTRICTS  
April 11, 1989

**RESOLUTION NO. 89-271**

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

**RESOLUTION APPROVING THE SACRAMENTO  
TRANSPORTATION AUTHORITY/RECIPIENT ENTITY  
ALLOCATION AND EXPENDITURE CONTRACT AND  
AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY**

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

- 1. That the Sacramento Transportation Authority/Recipient Entity Allocation and Expenditure Contract between the City of Sacramento and the Sacramento Transportation Authority be approved.
- 2. That the Mayor is hereby authorized to execute this contract and submit it to the Sacramento Transportation Authority for their approval and execution.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

AG 88207

**SACRAMENTO TRANSPORTATION AUTHORITY/RECIPIENT ENTITY  
ALLOCATION AND EXPENDITURE CONTRACT**

1. **Parties.** The parties to this contract are the Sacramento Transportation Authority, a public district formed pursuant to the provisions of the Public Utilities Code commencing with Section 180000, hereinafter called "Authority" and the entity identified below as the second party to this contract, hereinafter called "Entity."

2. **Definitions.** Unless the context otherwise requires, as used in this contract, the following terms shall have the following meanings:

a. "Transportation Expenditure Agreement" means the agreement dated July 26, 1988, by and between the Authority, the Sacramento Regional Transit District, the City of Sacramento, and the Cities of Folsom, Galt and Isleton.

b. "Contract" means this contract.

c. "Act" means the local Transportation Authority and Improvement Act set forth in the provisions of the Public Utilities Code commencing with Section 180000.

d. "Entity" includes the Sacramento County Air Pollution Control District.

In addition to the foregoing, to the extent that terms defined in the Transportation Expenditure Agreement are used in this contract, such terms have the same meanings as set forth in the definitions contained in Part 1 of the Transportation Expenditure Agreement.

3. **Purpose.** In accordance with the provisions of Parts 22 and 23 of the Transportation Expenditure Agreement, the purpose of this contract is to provide for the allocation by the Authority of sales tax revenue and the expenditure thereof by the Entity.

4. **Sales Tax Revenue Allocations.** Sales tax revenue shall be allocated and disbursed in accordance with the Entity's Annual Expenditure Plan included in the Sacramento Transportation Authority expenditure plan for the period April 1, 1989, through June 30, 1990, as recommended in the report dated February 23, 1989, submitted to the Governing Body of the Authority by its Executive Director and approved by said Governing Body on March 28, 1989. A copy of said Entity Annual Expenditure Plan as approved by said Governing Body is attached as Exhibit A of this contract and is incorporated by this reference as though fully set forth herein.

5. Special Contract Requirements. In accordance with Part 22 of the Transportation Expenditure Agreement:

a. If the Entity is the County or a City, it shall undertake, construct and complete the public road improvement projects and maintenance projects for which its allocation is approved as set forth in Exhibit A by or before September 30, 1992.

b. If the Entity is the Sacramento Regional Transit District or the Sacramento County Air Pollution Control District, it shall expend the allocation as specified in Exhibit A.

c. If the Entity is Paratransit, Inc., it shall expend the allocation for elderly and handicapped transportation functions within the boundaries of the Authority as specified in Exhibit A.

d. The use and expenditure of sales tax revenue by the Entity shall be in full compliance with all other provisions of this contract, the Transportation Expenditure Agreement, the Act, and all other applicable contractual and legal requirements.

6. Contract Term/Disbursement Requirements. This contract shall be operative commencing April 1, 1989. The term of this contract and disbursements of sales tax revenue pursuant to this contract shall be as follows:

a. If the Entity is Galt or Isleton, the contract shall terminate June 30, 1990, and fund disbursements shall be made to each such City on a quarterly basis.

b. If the Entity is the City of Folsom, this contract shall terminate June 30, 1990. Fund disbursements to the City of Folsom shall be made in the form of progress payments to be used for expenditures within the scope of the project specified in Exhibit A. All funds not so disbursed, including interest thereon, shall be held in trust by the Authority for future such expenditures, including those to be made for said project in future allocation periods covered by future contracts between the Authority and the City of Folsom.

c. If the Entity is Paratransit, Inc., this contract shall terminate June 30, 1990. Fund disbursements to Paratransit, Inc. shall be made on a quarterly basis.

d. If the Entity is the Regional Transit District or the Sacramento County Air Pollution Control District, this contract shall terminate on September 30, 1990. Fund disbursements to each such district shall be made on a quarterly basis.

e. If the Entity is the County or the City of Sacramento, this contract shall terminate on June 30, 1990, or on the actual latest completion date of any project listed in Exhibit A, whichever is later. Fund disbursements to each such Entity shall be on a quarterly basis.

7. Interest. Until actually expended, all fund disbursements received by an Entity and all interest thereon shall be accounted for by the Entity and shall be used only for expenditures authorized by the Entity's Annual Expenditure Plan. Such moneys shall be identified as the Entity's "Sacramento Transportation Authority Fund" or in words of substantially the same import.

8. Over/Underfunding. If the total expenditures necessary for a project or other purpose authorized by the Entity's Annual Expenditure Plan is less than the amount specified therein, the excess shall remain in the fund required by Part 7 of this contract or may be expended for a different project or purpose for which total necessary expenditures are greater than the amount specified in the Entity's Annual Expenditure Plan. Any moneys not so expended shall be retained in said fund and shall be added to the Entity's share of sales tax revenue available for expenditure as authorized by any subsequent Entity Annual Expenditure Plan approved by the Authority.

9. Air Quality Compliance. If all or any part of the allocation made pursuant to this contract is for a major road improvement project as defined in Part 21c(i) of the Transportation Expenditure Agreement, by entering into this contract the Entity certifies that such project conforms to the applicable locally adopted Air Quality Maintenance Plan, as approved or amended under Section 110 of the Clean Air Act.

The parties promise and agree to abide by the terms of this contract as set forth above.

SACRAMENTO TRANSPORTATION  
AUTHORITY

CITY OF SACRAMENTO  
(Entity Name)

By: \_\_\_\_\_  
Chairperson

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

ATTEST

ANNE RUDIN MAYOR  
(Officer's Title)

\_\_\_\_\_  
CITY CLERK

June 12, 1989

Sacramento County Board of Supervisors  
Attn: Holly  
700 H Street Suite 2450  
Sacramento CA 95814

On April 11, 1989, the Sacramento City Council adopted Resolution No. 89-271 authorizing the execution of Agreement No. 88207 regarding recipient entity allocation and expenditure contract.

Enclosed, for your records, is one fully certified copy of said agreement and authorizing resolution.

Sincerely,

Janice Beaman  
Acting Assistant City Clerk

mls/22

Enclosures

cc: Public Works  
Risk Management