



CITY OF SACRAMENTO
CALIFORNIA

OFFICE OF THE
CITY MANAGER

July 15, 1981

CITY HALL
915 I STREET - 95814
(916) 449-5704

City Council
Sacramento, California

APPROVED
BY THE CITY COUNCIL

Honorable Members in Session:

JUL 21 1981
AG 81005
OFFICE OF THE
CITY CLERK

SUBJECT: Agreement Between the City of Sacramento and the
Sacramento Transit Development Agency (Light Rail)

SUMMARY

This agreement calls for the City to pass through \$122,000 of \$162,000 the City will receive from Caltrans through to the Sacramento Transit Development Agency for refinement of the I-80 Bypass Alternatives Study for development of a light rail system in the I-80 and U.S. 50 corridors. Approval is recommended. A copy of this agreement is on file in the City Clerk's office.

BACKGROUND

This agreement provides for continuing the work on the Alternatives Study - EIR/EIS for light rail. Of the total amount of \$162,000, \$40,000 has been allocated to the Sacramento Area Council of Governments for final settlement and wrap-up of the initial Alternatives Study performed by that agency.

The \$122,000 covered by this agreement will be used to support the next steps in the process.

FINANCIAL DATA

The source of the money involved in this agreement is the State of California, Department of Transportation State Highway Account (Article XIX).

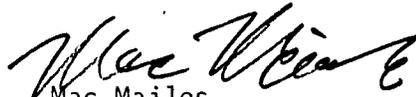
No City funds are involved.

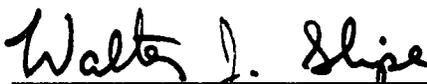
RECOMMENDATION

It is recommended that the City Council authorize the City Manager to execute this agreement.

Respectfully submitted,

Recommendation Approved:


Mac Mailes
Assistant City Manager
for Community Development


Walter J. Slope, City Manager

July 21, 1981

81-534

RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

RESOLUTION AUTHORIZING EXECUTION OF CONTRACT
BETWEEN SACRAMENTO TRANSIT DEVELOPMENT
AUTHORITY AND CITY OF SACRAMENTO PROVIDING
FUNDS FOR STUDY OF I-80 BYPASS ALTERNATIVES

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

That the contract between the City of Sacramento and Sacramento Transit Development Agency providing non-federal funds of which the City is the recipient, to assist Sacramento Transit Development Agency in the refinement of alternatives to the construction of a freeway in the I-80 Bypass 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

JUL 21 1981

OFFICE OF THE
CITY CLERK

81085

MEMORANDUM OF AGREEMENT
between the
SACRAMENTO TRANSIT DEVELOPMENT AGENCY
and the
CITY OF SACRAMENTO

APPROVED
BY THE CITY COUNCIL

JUL 21 1961

OFFICE OF THE
CITY CLERK

I. This agreement, entered into on _____
by and between the City of Sacramento, hereinafter referred to as
the "City" and the Sacramento Transit Development Agency, hereinafter
the "Agency", is for the purpose of providing non-federal funds
from the State of California, for which the City is recipient, to
the Agency to assist in the refinement of alternatives to the
construction of a freeway in the I-80 Bypass Corridor as required by
U.S. Department of Transportation Regulations.

WHEREAS, the City has requested, in cooperation with
the Governor of the state, the withdrawal of the I-80 Bypass freeway
as an interstate highway segment and,

WHEREAS, the City and the Agency have jointly agreed
upon the terms, organization, and schedule for studies required which
will make use of funds available to the City as a result of the
withdrawal of the interstate segment, and

WHEREAS, the Agency has been requested and has agreed
to perform the necessary studies, and

WHEREAS, the Agency, through the Sacramento Area
Council of Governments, has made application for a grant from the
U.S. Department of Transportation, Urban Mass Transportation Administra-
tion (UMTA), to conduct the necessary studies, which grant will
require non-federal matching funds, and

WHEREAS, the City desires to contribute as it's share

of the project cost State Highway Account (Article XIX) funds provided by the State of California and received by the City;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

II. THE CITY AGREES to provide to the Agency \$122,000 of the total of \$162,000 to be provided by the State of California.

THE CITY FURTHER AGREES to report on work performed in the detail required by the State and its contract with the City, including all in-kind expenditure of effort, so that a complete and auditable record of the project can be maintained.

III. THE AGENCY AGREES to use the funds provided by this agreement to support the refinement of I-80 Bypass Alternatives as outlined in Exhibit I, attached hereto and by this reference incorporated herein.

THE AGENCY FURTHER AGREES to provide overall direction to the study through an Executive Director, to provide direction to staff provided by the City and other agencies, to direct the work of consultants as required to meet the schedule and objectives previously agreed to by the City and the Agency and as generally outlined in Exhibit I, and to act in all other respects necessary to complete the refinement of I-80 Bypass Alternatives.

THE AGENCY FURTHER AGREES to provide the City with such documentation appropriate to its accounting functions in justification for payments as the City might require, and as a minimum, the documentation called for in the Agreement between the California Department of Transportation and the City attached hereto as Exhibit II

and by this reference incorporated herein. In this regard, the Agency will maintain project records and prepare progress payment vouchers as required by the City's agreement with Caltrans.

IV. EFFECTIVE DATE - This agreement becomes effective on the effective date of the City's Contract Amendment with CALTRANS (May 27, 1981). This agreement shall terminate on December 31, 1982 unless terminated earlier as provided by Section V. All work performed by the Agency pursuant to this agreement prior to January 1, 1983 shall be paid for by the City up to a total sum of \$122,000.

V. TERMINATION - This agreement may be terminated by mutual consent or upon thirty (30) days written notice by either party. Upon termination, two copies of all finished and unfinished documents, dated, studies, surveys, drawings, maps, models, photographs and reports prepared by the Agency for the study shall, at the request of the City, be submitted to the City and the Agency shall be entitled to receive just and equitable compensation for any work performed by the Agency on such documents and other materials.

VI. SCHEDULE OF PERFORMANCE - The services called for under this agreement shall be performed commensurate with available staff resources of the Agency, its Project Manager and consultants according to the schedule set forth in Exhibit I and included in the Agency's approved work program.

VII. NO PAYMENT PRIOR TO EFFECTIVE DATE OF CONTRACT BETWEEN THE CITY AND CALTRANS - The Agency will not be reimbursed for study

costs incurred prior to the effective date of the agreement between the City and Caltrans contained in Exhibit II attached hereto.

VIII. ACCOUNTING PROCEDURES - The Agency shall account for all services and funds as provided in Exhibit II. Such accounting shall be supported by adequate records to enable correlation of time expended on the individual tasks identified in Exhibit I.

IX. REPORTS - The Agency shall submit progress reports to the City in a form satisfactory to the City Manager.

X. SUBCONTRACTING - Under terms of the joint powers agreement by which it was created, the Agency has delegated the role of technical project management to the California Department of Transportation, which will serve as Project Manager. If subcontractors are used by the Agency to complete portions of the work, such subcontractors shall be approved by the Governing Board of the Agency upon recommendation by the Project Manager, as provided in the joint powers agreement.

XI. EQUAL EMPLOYMENT OPPORTUNITY - The Agency shall comply with Title VI of the Civil Rights Act of 1964, as amended, as set forth in Exhibit III attached hereto and incorporated herein by reference. The Agency will seek to involve minority business enterprises to the maximum extent practical in its subcontracting arrangements.

XII. LIABILITY - Neither the City nor any of its officers or employees shall be liable for any damages occurring by reason of anything done or admitted to be done by the Agency under or in connection with any work, authority or jurisdiction delegated to

the Agency under this agreement.

XIII. INDEMNIFICATIONS - It is further agreed and understood that, pursuant to Government Code Section 895.4, the Agency shall fully indemnify and hold the City harmless from any liability for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the Agency under or in connection with any work, authority or jurisdiction delegated to the Agency under this agreement.

Neither the Agency nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the City under or in connection with any work, authority or jurisdiction not delegated to the Agency under this agreement.

It is further agreed and understood that, pursuant to Government Code Section 895.4, the City shall fully indemnify and hold the Agency harmless from any liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the City under or in connection with any work, authority or jurisdiction not delegated to the Agency under this agreement.

XIV. LICENSE TO USE - The Agency agrees to and does grant the City an irrevocable license to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data including reports or other work products arising out of the services performed pursuant to this agreement.

XV. ASSIGNABILITY - The Agency shall not assign any interest in this Agreement and shall not transfer any interest in the same, without prior written consent of the City hereto.

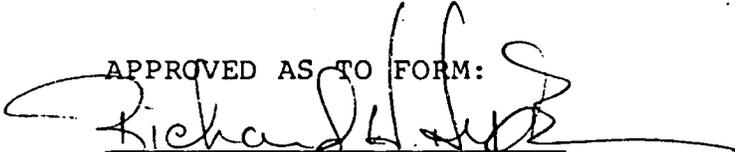
XVI. INDEPENDENT CONTRACTOR - It is understood and agreed that the Agency is an independent contractor as to the City and that no relationship of employer-employee exists between the parties hereto. If, in the performance of this Agreement, any third persons are employed as employees of the Agency, or presently existing employees of the Agency are utilized, such persons shall be employed and shall be entirely and exclusively under the direction, supervision and control of the Agency. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharge or any other terms or employment by requirements of law, shall be made by the Agency, and the City shall have no right or authority over said persons or the terms of such employment.

The Agency, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Act, the Unemployment Compensation Act, or any other federal or state laws or acts which in any way shall impose liability for any Social Security, Unemployment Compensation, or other taxes or penalties arising or levied by reason of the employment or persons employed by it. The City shall not be liable for any Worker's Compensation or other benefits accruing under any federal or state law or acts to any person employed by the Agency under this Agreement, but such

liability, if any, shall be exclusively that of the Agency.

IN WITNESS WHEREOF, the parties hereto have executed
this Agreement as of the date first herein above written.

APPROVED AS TO FORM:


RICHARD HYDE, COUNSEL

APPROVED AS TO FORM:

JAMES P. JACKSON,
City Attorney

By:


William P. Carnazzo
Deputy City Attorney

SACRAMENTO TRANSIT DEVELOPMENT AGENCY
Recommended by:


JOHN W. SCHUMANN, INTERIM
EXECUTIVE DIRECTOR

CITY OF SACRAMENTO

Approved by


PHILLIP L. ISENBERG, CHAIRMAN


WALTER SLIPE, CITY MANAGER

SUB-ELEMENT: RTP-8d SACRAMENTO NORTH-EAST CORRIDOR REFINEMENT STUDIES

PREVIOUS WORK: Preparation of technical papers, preliminary alternatives analysis, detailed corridor refinement analysis and Draft Environmental Impact Statement/Report.

GOAL: To define, analyze, and select alternatives to the I-80 Bypass Freeway for implementation in Northeast Sacramento.

	1980/81	1981/82	1982/83	1983/84
OBJECTIVES				
	To develop and document the analysis, comparison, selection, and impact projection resulting in the selection of an alternative in the I-80 Bypass Corridor.	To complete alternatives analysis and final EIS/EIR and to perform technical studies.	To complete engineering and schedule construction.	Same as 1982/83.
SIGNIFICANT WORK ACTIVITIES				
	1) Direct project, support steering committee, assemble TAC and conduct citizen participation. 2) Develop simulation data. 3) Conduct AA/DEIS. 4) Prepare and circulate AA/DEIS.	1) Complete alternatives analysis. 2) Prepare final EIS/EIR. 3) Technical studies and environmental analysis to respond to issues raised during hearings on DEIS. 4) Complete concept resolutions. 5) Begin preliminary engineering. 6) Begin right-of-way appraisal.	1) Complete engineering studies. 2) Design and detail project. 3) Begin preliminary vehicle type selection. 4) Purchase vehicles. 5) Schedule for construction.	Same as 1982/83.
	\$765,000	\$2,259,200	\$4,899,200	

II-21

WORKPLAN - EXHIBIT I

ELEMENT II

SUB-ELEMENT RTP-8d: SACRAMENTO NORTHEAST CORRIDOR REFINEMENT STUDIES

SUB-ELEMENT GOAL: To enable the programming and implementation of interstate substitution project(s) within federal deadlines.

SUB-ELEMENT OBJECTIVE: To provide supplementary technical information, including necessary preliminary engineering on the selected alternative(s), for design concept resolution, and prepare a Final Environmental Impact Statement/Report for preferred alternative or alternatives to withdrawn interstate mileage.

WORK ACTIVITIES:

1. Provide executive management and legal counsel. (6%)
2. Provide project management and oversight. (10%)
3. Conduct supplemental environmental analysis, respond to comments on the DEIS, and begin preparation of final EIS. (12%)
4. Support project evaluation through response to public or inter-agency questions and concerns, leading to preparation of a Record of Decision report. (2%)
5. Maintain public participation program. (2%)
6. System technical evaluation and concept resolution. (9%)
7. Begin railroad agreement negotiations. (9%)
8. Prepare preliminary route design. (19%)
9. Perform preliminary station zone design. (4%)
10. Begin right-of-way appraisals and negotiations. (27%)

END PRODUCTS:

1. Final design concept resolutions on the selected alternative(s).
2. Complete aerial mapping for preliminary engineering.
3. Various supporting reports, data, and technical analyses required for preliminary engineering and FEIS preparation.

INCOME:

Article XIX 1980 Carryover	\$ 95,000
Interstate Transfer Funds	500,000
Article XIX (Prop 5)	1,264,200
Transportation Planning & Development Account	400,000
	<u>\$2,259,200</u>

EXPENDITURES:

Sacramento Transit Development Agency -	
	<u>\$2,259,200</u>
	\$2,259,200

SACOG has acted as the lead agency for an alternatives analysis during fiscal years 1980 and 1981. The alternatives analysis resulted in the development and circulation of a draft environmental impact statement/report. This project would begin the process of preparing a final environmental impact statement/report and a record of decision document. SACOG will act as applicant and recipient for federal funds under this work program and will contract with the Sacramento Transit Development Agency for the conduct of the work.

EXHIBIT 1 CONTINUED

PROJECT DESCRIPTION

The I-80 Bypass Phase II Alternatives Analysis is the second phase of a study to determine the most appropriate means of meeting demand in the corridor to the northeast of downtown Sacramento. In the first phase of the study, a decision to request withdrawal of a proposed interstate freeway project, subject to certain conditions, was reached. The withdrawal of the interstate segment has resulted in the capability to finance an alternative project or alternative projects (provided such project or projects can be selected in a timely fashion). Timely completion of the Phase II Alternatives Analysis is the critical factor in making the Interstate Withdrawal Funds available to the Sacramento urbanized area.

To this end, the Sacramento Area Council of Governments has been designated as the lead agency to engage consulting services and to develop the required study. The Commission has received UMTA assistance in the amount of \$400,000. This amount was matched with a combination of state and local staff efforts, California Article XIX funds, and Commission funds to a total of \$350,000.

The study was conducted so as to follow UMTA/NEPA guidelines and California Environmental Quality Act guidelines in the preparation of a Draft EIS/EIR and the most recent UMTA/U.S. DOT procedural guidelines in preparing an associated Alternatives Analysis Report.

The I-80 Bypass Corridor is generally defined as the transportation corridor to the northeast of the Sacramento CBD principally served by I-80, I-880, and arterials from El Camino Avenue to Greenback Lane. The relationship of the I-80 Corridor to the U.S. 50 (or "Folsom") Corridor has been an initial consideration of the Alternatives Analysis. During the scoping process, the Steering Committee recommended and the Commission decided to combine alternatives in the I-80 and the Folsom Corridor. The Commission, therefore, established the northeast corridor of the urbanized area as the priority corridor.

The alternatives studied are:

- o No Build
- o TSM - Transportation System Management
- o HOV - High Occupancy Vehicle Roadways
- o LRT - Light Rail Transit

EXHIBIT 1 CONTINUED

PROJECT ORGANIZATION

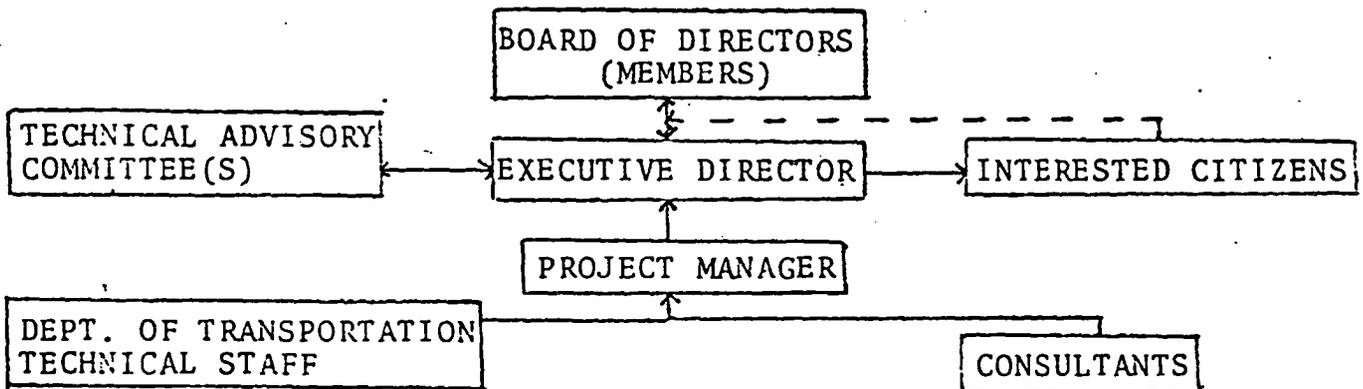
The I-80 Bypass Alternatives Analysis and concept resolution will be completed under the prime direction of a Board of Directors made up of elected officials from the Sacramento City Council and the Sacramento County Board of Supervisors and appointed officials from the Sacramento Regional Transit District and the California Department of Transportation.

The study process will involve local agency technical staffs and the State Department of Transportation staff required to complete all analytical work in the study. The work will be coordinated by a project manager under the Board's direction. Technical work will be reviewed by a Technical Advisory Committee made up of professionals in the fields of transportation engineering, planning, and the environmental sciences. The TAC will meet periodically to review work and provide expert advice.

Citizen involvement in the I-80 Bypass Study has several parts. In the course of the study, citizens who are on the Executive Director's mailing list will be invited to the Board meetings and will receive information concerning presentations by the technical staff. The comments received from meetings with groups and from individuals will be summarized and presented to the Board.

When all alternatives have been analyzed and considered by the Board (which might wish to hold public hearings at various points in the process) with the benefits of full citizen and technical input, the Board will formulate a recommendation concerning the alternative to be selected and will direct that a FEIS be prepared.

PROJECT ORGANIZATION CHART



The Board of Directors will meet monthly or more frequently, if necessary, to provide overall policy direction to the project manager and the staff, approve reports for circulation, conduct public hearings and other meetings conducted for public comment, and formulate final recommendations.

EXHIBIT 1 CONTINUED

The Technical Advisory Committee(s) will meet as necessary to maintain staff liaison, review analysis methods and findings for technical validity, and review draft technical reports and working papers prior to submittal to the Board.

The project manager will coordinate the efforts of the technical staff and consultants and the local agency staffs. The project manager will report progress at least monthly to the Board. It will be the project manager's responsibility to assure that work by the consultant team and local staff meets the schedule and deadlines set forth in the work program for the study. The Executive Director will have the principal responsibility for public involvement and will monitor the project budget.

CONTRACT TRANSMITTAL

STD. 15 (REV. 2-72)

DIRECTOR OF GENERAL SERVICES: THE ATTACHED CONTRACT IS SUBMITTED FOR YOUR APPROVAL. IN SUPPORT OF THIS REQUEST THE FOLLOWING INFORMATION IS PROVIDED.

AGENCY TRANSMITTING CONTRACT	
Transportation	
DIVISION, BUREAU OR OTHER UNIT	
Mass Transportation	
DATE	CONTRACT NO.
5/21/81	30942 Amend. 1

NAME OF CONTRACTOR
City of Sacramento

1. DIGEST OF CONTRACT (WORK TO BE PERFORMED, AMOUNT TO BE PAID, TERM)

This amendment to contract No 30942 provides an additional \$162,000 in Article XIX Funds to the City of Sacramento for (1) the Alternatives Analysis/Environmental Impact Statement (AA/EIS) for the Northeast Corridor (2) Preparation of Preferred Alternative Report, and (3) Preliminary Engineering. The amendment also removes the requirement for a final AA/EIS to conform with the revised Federal Regulations.

2. SPECIAL OR UNUSUAL TERMS, CONDITIONS OR SIGNIFICANCE OF CONTRACT (INDICATE IF NOT APPLICABLE)

The original contract and this amendment are exempt from the requirement for General Services approval pursuant to Section 14780 of the Government Code.

3. REASON AND NECESSITY FOR CONTRACT

To transfer Article XIX funds allocated by the California Transportation Commission to the City of Sacramento.

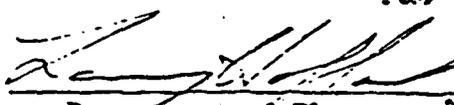
IS THIS A RENEWAL OF A PREVIOUS CONTRACT OR SERVICE? YES NO

4. SUMMARY OF BIDS: A. LIST BIDDERS AND AMOUNTS BID

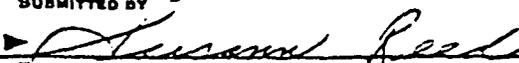
- B. EXPLAIN:**
1. AWARD OF CONTRACT IF TO OTHER THAN LOW BIDDER OR IF BIDS WERE NOT OBTAINED
 2. IF THE CONTRACT PRICE IS HIGHER THAN IS ORDINARILY PAID FOR SIMILAR WORK
 3. IF CONTRACT IS ON UNIT COST OR NEGOTIATED FEE BASIS

Not applicable.

APPROVED



Department of Finance

SUBMITTED BY

 TITLE
 District Contracts Officer

APPROVED FOR AGENCY (IF APPLICABLE)

 TITLE
 KING W. SMITH
 DEPARTMENTAL CONTRACT OFFICER

AGREEMENT
COVERING ALLOCATION OF 1980/81
ARTICLE XIX FUNDS
TO CITY OF SACRAMENTO

This amendment to the original agreement dated September 17, 1980 is entered into this _____ day of _____, 1981 by the State of California, acting through the Department of Transportation, referred to herein as STATE, and the City of Sacramento, referred herein as CITY.

I. RECITALS

Paragraph #2, first sentence, is amended to read: "The Study will be a multi-agency effort with the Sacramento Area Council of Governments (SACOG) as the lead agency."

Paragraph #3 is superseded as follows: "Of the \$262,000.00 in State funds covered by this Agreement, \$135,000.00 will be made available by the City of Sacramento to SACOG for payment of consulting services and other study costs. The remaining \$127,000.00 will be available to cover study costs incurred by the City of Sacramento and other public agencies as required."

Paragraph #4 is amended to read: "All reviews and approvals required by Section 199 have been obtained and the California Transportation Commission, by Resolutions FMT 81-3 and FMT 81-8, attached hereto as Exhibit B, has allocated funds for said project."

II. SCOPE OF WORK

Paragraph #4, first sentence, is amended to read: "The total obligation of

the State under this agreement shall not exceed \$262,000.00."

III. PAYMENT

Paragraph #2, last sentence, is superseded as follows: "Reimbursement of the initial \$100,000 will be made for work done after August 1, 1980, the date of California Transportation Commission allocation Resolution FMT 81-3, and prior to December 31, 1981. Reimbursement shall be made for the remaining \$162,000 for work done after April 24, 1981, the date of California Transportation Commission allocation Resolution FMT 81-8, and prior to December 31, 1982."

Paragraph #3 "September 30, 1981" is amended to read "December 31, 1982."

IV. REPORTS AND RECORDS

Paragraph #3, first line: "The Alternatives Analysis/DEIS Report and Final EIS/EIR required by this..." is amended to read "The Alternatives Analysis/DEIS Report and final EIR required by this..."

V. GENERAL PROVISIONS

Paragraph #2 "SRAPC" is changed to "SACOG."

EXHIBIT A: SCOPE OF WORK

Section 1. Use of Requested Funds

Paragraph #2, line 1: "The Alternatives Analysis and Environmental Impact

Statement will help..." is amended to read "The Alternatives Analysis and Draft Environmental Impact Statement will help..."

Paragraph #3, line 1-4: "The goal of the study is to complete an Alternatives Analysis/DEIS on the non-freeway alternatives, select a preferred alternative(s) and prepare a final Environmental Impact Statement (EIS) and a final Environmental Impact Report (EIR)." is amended to read. "The goal of the study is to complete a Draft Alternatives Analysis/EIS and a final Environmental Impact Report, prepare a Preferred Alternative Report, and perform preliminary engineering to the extent necessary on the alternative(s) to be presented in the final EIS.

Section 2. The Work Plan

Paragraph 2.2.5, CIRCULATE ALTERNATIVES ANALYSIS/DEIS, is superseded as follows: "The Steering Committee will (1) solicit recommendations from the public, staff and consultants by circulating the Draft Alternatives Analysis/EIS/EIR and holding public hearings, and (2) study the impacts analyzed in the Draft EIS/EIR and subsequent staff responses to public comments pertaining to the Draft Alternatives Analysis/EIS/EIR."

Paragraph 2.2.6, PREPARE FINAL EIS/EIR AND 4(f) CLEARANCES is superseded as follows: "PREPARE RESPONSE TO PUBLIC COMMENTS. A written response to the public comments on the Alternatives Analysis/DEIS will be prepared and a final EIR will be completed."

Paragraph 2.2.7, CIRCULATE FINAL EIS/EIR is superseded as follows: "Prepare Preferred Alternative Report." A report identifying the

locally preferred alternative will be prepared and submitted to UMEA for its approval.

Paragraph 2.2.8, PRELIMINARY ENGINEERING ON ALTERNATIVES is added as follows: "Preliminary engineering on the locally preferred alternative and other alternatives will be conducted as necessary for work on a final Alternatives Analysis/Environmental Impact Statement.

Section 3. Project Financing

Paragraph #1 is amended to read: "The Alternatives Analysis/DEIS and Final EIR will be funded from the following sources:

1. \$20,000 from the City of Sacramento
2. \$412,000 from the State Article XIX Transit Gateway Funds;
\$150,000 from the 1979/80 allocation and \$262,000 from the 1980/81 allocation.
3. \$40,000 from planning funds allocated to SACOE from the Local Transportation Fund pursuant to the Transportation Development Act.
4. \$400,000 from Federal funds.

All other items and conditions shall remain as stated in the original agreement dated September 17, 1980.

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

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

CITY OF SACRAMENTO
 a municipal corporation

By *W. Smith*
 Contract Officer

By *Walter J. Sligo*

APPROVED AS TO FORM AND PROCEDURE:

APPROVED AS TO FORM AND PROCEDURE:

T. Carroll
 Attorney, Legal Division

James P. Jackson, City Attorney
 by *William P. ...*
 Deputy City Attorney

APPROVAL RECOMMENDED:

APPROVAL RECOMMENDED

Leo J. Trombatore
 LEO J. TROMBATORE
 District Director of Transportation
 District 3

MAY 26 1981
Lee F. Deter
 LEE F. DETER, CHIEF - DMT

APPROVED *[Signature]*
 Department of Finance

SOURCE		SUP. AUTM.	OFFICE DESIGNATION		OBJECT	AMOUNT	FISCAL YEAR	EQUIPMENT NUMBER
DICT	UNIT	ITEM AND DESCR.	WORK CENTER NO.	EX. OR ADMIN. OR OTHER				
03	802		902102		649	162,000.00	81	LR19021012
ITEM	CHARTER	FISCAL YEAR	OFFICE OF ACCOUNTING OFFICER		DATE			
152	510	1980	1980/81		<i>C. Nakagawa</i>		5/21/81	

APR 24 1981

FMT-81-8

STATE HIGHWAY ACCOUNT FOR LOCAL ASSISTANCE
MASS TRANSPORTATION PROGRAM (1980-81 FISCAL YEAR)

Resolution No. FMT-81-8

MB 22 Program
Article XIX Guideway Funding

WHEREAS, Article XIX of the California Constitution permits the use of motor vehicle tax revenues for the planning, design and construction of public mass transit guideways; and

WHEREAS, The Budget Act of 1980 appropriates funds for Local Assistance, Mass Transportation Program; and

WHEREAS, the City of Sacramento has made application for \$162,000 of Article XIX funds in the State Highway Account for the purpose of conducting preliminary engineering as part of the ongoing Sacramento Northeast Corridor Alternatives Analysis/Environmental Impact Statement; and

WHEREAS, the Sacramento Transit Development Agency formed by a joint powers agreement executed on March 30, 1981, will, if appropriate, assume the responsibilities of lead agency for the Northeast Corridor development project after a preferred alternative is selected; and

WHEREAS, preparation of the Sacramento Northeast Corridor Alternatives Analysis/Environmental Impact Statement is included in the Regional Transportation Improvement Program and the funds for such work are programmed in the current State Transportation Improvement Program; and

WHEREAS, the City of Sacramento is a member of the Sacramento Transit Development Agency;

NOW, THEREFORE, BE IT RESOLVED, that the California Transportation Commission allocate \$162,000 from Budget Act Item 182, 1980-81 fiscal year for preliminary engineering on alternatives currently being studied in the Sacramento Northeast Corridor Alternatives Analysis/Environmental Impact Statement, as proposed in the application submitted to the California Department of Transportation in April 1981.

BE IT FURTHER RESOLVED, That these funds be expended to refine cost estimates, to determine the relative effectiveness of alternatives discussed in the final Alternatives Analysis/Environmental Impact Statement, and to develop data regarding the impacts of these alternatives and appropriate mitigation measures; and

BE IT FURTHER RESOLVED, That no funds be expended which would favor one alternative over another.

AGREEMENT
COVERING ALLOCATION OF 1980/81
ARTICLE XIX FUNDS
TO CITY OF SACRAMENTO

This amendment to the original agreement dated September 17, 1980 is entered into this 27th day of May, 1981 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

Paragraph #2, first sentence, is amended to read: "The Study will be a multi-agency effort with the Sacramento Area Council of Governments (SACOG) as the lead agency."

Paragraph #3 is superseded as follows: "Of the \$262,000.00 in State funds covered by this Agreement, \$135,000.00 will be made available by the City of Sacramento to SACOG for payment of consulting services and other study costs. The remaining \$127,000.00 will be available to cover study costs incurred by the City of Sacramento and other public agencies as required."

Paragraph #4 is amended to read: "All reviews and approvals required by Section 199 have been obtained and the California Transportation Commission, by Resolutions FMT 81-3 and FMT 81-8, attached hereto as Exhibit B, has allocated funds for said project."

II. SCOPE OF WORK

Paragraph #4, first sentence, is amended to read: "The total obligation of

the State under this agreement shall not exceed \$262,000.00."

III. PAYMENT

Paragraph #2, last sentence, is superseded as follows: "Reimbursement of the initial \$100,000 will be made for work done after August 1, 1980, the date of California Transportation Commission allocation Resolution FMT 81-3, and prior to December 31, 1981. Reimbursement shall be made for the remaining \$162,000 for work done after April 24, 1981, the date of California Transportation Commission allocation Resolution FMT 81-8, and prior to December 31, 1982."

Paragraph #3 "September 30, 1981" is amended to read "December 31, 1982."

IV. REPORTS AND RECORDS

Paragraph #3, first line: "The Alternatives Analysis/DEIS Report and Final EIS/EIR required by this..." is amended to read "The Alternatives Analysis/DEIS Report and final EIR required by this..."

V. GENERAL PROVISIONS

Paragraph #2 "SRAPC" is changed to "SACOG."

EXHIBIT A: SCOPE OF WORK

Section 1. Use of Requested Funds

Paragraph #2, line 1: "The Alternatives Analysis and Environmental Impact

Statement will help..." is amended to read "The Alternatives Analysis and Draft Environmental Impact Statement will help..."

Paragraph #3, Line 1-4: "The goal of the study is to complete an Alternatives Analysis/DEIS on the non-freeway alternatives, select a preferred alternative(s) and prepare a final Environmental Impact Statement (EIS) and a final Environmental Impact Report (EIR)." is amended to read "The goal of the study is to complete a Draft Alternatives Analysis/EIS and a final Environmental Impact Report, prepare a Preferred Alternative Report, and perform preliminary engineering to the extent necessary on the alternative(s) to be presented in the final EIS.

Section 2. The Work Plan

Paragraph 2.2.5, CIRCULATE ALTERNATIVES ANALYSIS/DEIS, is superseded as follows: "The Steering Committee will (1) solicit recommendations from the public, staff and consultants by circulating the Draft Alternatives Analysis/EIS/EIR and holding public hearings, and (2) study the impacts analyzed in the Draft EIS/EIR and subsequent staff responses to public comments pertaining to the Draft Alternatives Analysis/EIS/EIR."

Paragraph 2.2.6, PREPARE FINAL EIS/EIR AND 4(f) CLEARANCES is superseded as follows: "PREPARE RESPONSE TO PUBLIC COMMENTS. A written response to the public comments on the Alternatives Analysis/DEIS will be prepared and a final EIR will be completed."

Paragraph 2.2.7, CIRCULATE FINAL EIS/EIR is superseded as follows: "Prepare Preferred Alternative Report." A report identifying the

locally preferred alternative will be prepared and submitted to UMTA for its approval.

Paragraph 2.2.8, PRELIMINARY ENGINEERING ON ALTERNATIVES is added as follows: "Preliminary engineering on the locally preferred alternative and other alternatives will be conducted as necessary for work on a final Alternatives Analysis/Environmental Impact Statement.

Section 3. Project Financing

Paragraph #1 is amended to read: "The Alternatives Analysis/DEIS and Final EIR will be funded from the following sources:

1. \$20,000 from the City of Sacramento
2. \$412,000 from the State Article XIX Transit Guideway Funds; \$150,000 from the 1979/80 allocation and \$262,000 from the 1980/81 allocation.
3. \$40,000 from planning funds allocated to SACOG from the Local Transportation Fund pursuant to the Transportation Development Act.
4. \$400,000 from Federal funds.

All other items and conditions shall remain as stated in the original agreement dated September 17, 1980.

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CITY OF SACRAMENTO
a municipal corporation

By *Bob Smith*
Contract Officer

By *Walter J. Slize*

APPROVED AS TO FORM AND PROCEDURE:

APPROVED AS TO FORM AND PROCEDURE:

T. Carroll
Attorney, Legal Division

James P. Jackson, City Attorney
by Thomas Blum
Deputy City Attorney

APPROVAL RECOMMENDED:

EXEMPT FROM DEPARTMENT OF
GENERAL SERVICES APPROVAL
IN ACCORDANCE WITH GOV. CODE 14780.

Leo J. Trombatore
LEO J. TROMBATORE
District Director of Transportation
District 3

EXEMPT FROM PERSONNEL BOARD
REVIEW PER MEMO OF 8-27-73
ITEM 6.

APPROVED
[Signature]
Department of Finance

SOURCE		CHARGE		L.P. ACCT.		SPECIAL DESIGNATION		OBJECT	AMOUNT	DR CR	FISCAL YEAR	ENCUMBRANCE DOCUMENT NUMBER
DIST	UNIT	DIST	UNIT	FED. TRS. ACCT. OR ORDER NO.	EST. TRS. ACCT. OR ORDER NO.	SUBJ. NO. OR PARCEL NO.	LOCATION BRIDGE NO. ETC.					
03	802			902	102			649	162,000.00	DR	5V	4R190121PR
<small>I hereby certify that I have personal knowledge that budgeted funds are available for the purpose of the expenditure stated above.</small>												
182		510		STATUTES 1980		FISCAL YEAR 1980/81		SIGNATURE OF ACCOUNTING OFFICER <i>C. Nakagawa</i>				DATE 5/21/81

APR 24 1981

FMT-81-8

STATE HIGHWAY ACCOUNT FOR LOCAL ASSISTANCE
MASS TRANSPORTATION PROGRAM (1980-81 FISCAL YEAR)

Resolution No. FMT-81-8

MB 22 Program
Article XIX Guideway Funding

WHEREAS, Article XIX of the California Constitution permits the use of motor vehicle tax revenues for the planning, design and construction of public mass transit guideways; and

WHEREAS, The Budget Act of 1980 appropriates funds for Local Assistance, Mass Transportation Program; and

WHEREAS, the City of Sacramento has made application for \$162,000 of Article XIX funds in the State Highway Account for the purpose of conducting preliminary engineering as part of the ongoing Sacramento Northeast Corridor Alternatives Analysis/Environmental Impact Statement; and

WHEREAS, the Sacramento Transit Development Agency formed by a joint powers agreement executed on March 30, 1981, will, if appropriate, assume the responsibilities of lead agency for the Northeast Corridor development project after a preferred alternative is selected; and

WHEREAS, preparation of the Sacramento Northeast Corridor Alternatives Analysis/Environmental Impact Statement is included in the Regional Transportation Improvement Program and the funds for such work are programmed in the current State Transportation Improvement Program; and

WHEREAS, the City of Sacramento is a member of the Sacramento Transit Development Agency;

NOW, THEREFORE, BE IT RESOLVED, that the California Transportation Commission allocate \$162,000 from Budget Act Item 182, 1980-81 fiscal year for preliminary engineering on alternatives currently being studied in the Sacramento Northeast Corridor Alternatives Analysis/Environmental Impact Statement, as proposed in the application submitted to the California Department of Transportation in April 1981.

BE IT FURTHER RESOLVED, That these funds be expended to refine cost estimates, to determine the relative effectiveness of alternatives discussed in the final Alternatives Analysis/Environmental Impact Statement, and to develop data regarding the impacts of these alternatives and appropriate mitigation measures; and

BE IT FURTHER RESOLVED, That no funds be expended which would favor one alternative over another.

AGREEMENT

Covering Allocation of 1980-81

Article XIX Funds to

City of Sacramento

This agreement, entered into this 17th day of September, 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 has received an allocation for the North-East Sacramento Alternatives Analysis/Environmental Impact Analysis 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 group, the North-East Sacramento Corridor Committee, composed of (5) five members of the Sacramento City Council, (3) three members of the Sacramento County Board of Supervisors, (2) two members of the Board of Sacramento Regional Transit District, and the Director of Caltrans, District 3.
3. Of the \$100,000.00 in State funds allocated by this agreement, \$95,000 will be made available by the City of Sacramento to SRAPC for payment of consulting

Agreement Article XIX Funds
to City of Sacramento
page 2
September 17, 1980

services and other study costs. When combined with the \$134,200.00 made available by the City of Sacramento from the \$150,000.00 transferred by agreement No. 30873, a total of \$229,200.00 in State funds will be available to SRAPC for payment of study costs.

4. All reviews and approvals required by Section 199 have been obtained and the California Transportation Commission, by Resolution FMT 81-3, attached hereto as Exhibit B, has allocated funds for said project.

5. The requirement set forth by the United States Urban Mass Transportation Administration that a priority corridor be identified as a pre-condition for a Phase II Alternatives Analysis has been met by the selection of the North-East Corridor as the priority corridor in the Sacramento urbanized area.

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 \$100,000.00. 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 Study 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 Study. 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 Circular 74-4. 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 August 1, 1980, the date of the California Transportation Commission approval of funding, and prior to September 30, 1981.

3. No reimbursement shall be made for work performed after September 30, 1981.
4. STATE will withhold the amount of ten percent (10%) of each progress payment 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 Study, review and audit by STATE of the Study, an determination by STATE that the Study has been completed satisfactorily.
5. STATE reserves the right to terminate this agreement upon written notice to CITY in the event that CITY fails to proceed with the work in accordance with Exhibit A or otherwise violates the conditions of this agreement such that substantial performance of the project is significantly endangered. In the event of such termination, CITY shall be reimbursed for allowable contract costs incurred prior to the 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 inspection, audit or reproduction until expiration of three years from the date of final payment under this Agreement. 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 Study and supporting records.
2. Two (2) copies each of all reports prepared by or on behalf of CITY in conjunction with the Study will be made available to STATE.
3. The Alternatives Analysis/DEIS report and Final EIS/EIR required by this agreement shall contain, in a separate section preceding the main body of the document, the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document, if the total cost for work by nonemployees of the state or local agency exceeds \$5,000.

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 employees 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: Mac Mailes, City Manager's Office, 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
a municipal corporation

By *B.H. Smith*
Contract Officer

By *William H. Edger*

APPROVED AS TO FORM AND PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

[Signature]
Attorney

[Signature]
Deputy City Attorney

Legal Division

APPROVAL RECOMMENDED:

[Signature]

LEO J. TROMBATORE

District Director of Transportation

District 03

APPROVED
[Signature]
Department of Finance



SOURCE		CHARGE		EXP. AUTH.		SPECIAL DESIGNATION		OBJECT	AMOUNT	DR CR	FISCAL YEAR	ENCUMBRANCE DOCUMENT NUMBER
DIST	UNIT	DIST	UNIT	GEN. FUND	SUB-ACC'T	STATE JOB NO. OR WEARFUND NO.	LOCATION BRIDGE NO., ETC.					
031802	031802	902102						649	100,000.00	D	81	LC19024102
<p>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</p>								SIGNATURE OF ACCOUNTING OFFICER			DATE	
ITEM	CHAPTER	STATUTES	FISCAL YEAR	SIGNATURE OF ACCOUNTING OFFICER			DATE					
182	570	1980	1980/81	Curtis Spear			9/2/80					

NORTH-EAST CORRIDOR STUDY

EXHIBIT A: SCOPE OF WORK

1. Use of Requested Funds

The State Article XIX funding will be combined with other funding to carry out an Alternatives Analysis and Environmental Impact Statement Process for several non-freeway transportation alternatives serving the Northeast area. State Article XIX funds provided under this agreement and Agreement No. 30873 will constitute approximately thirty-five percent (35%) of the \$710,000.00 total project cost.

The Alternatives Analysis and Environmental Impact Statement will help determine the use of committed I-80 Bypass Interstate substitution funds. These reserved I-80 Bypass substitution funds will be available for use in the Sacramento Urbanized Area. The Alternatives Analysis/Draft Environmental Impact Statement (DEIS) will analyze alternatives for the use of these funds in the North-East Corridor.

The goal of the study is to complete an Alternatives Analysis/DEIS on the non-freeway alternatives, select a preferred alternative(s) and prepare a final Environmental Impact Statement (EIS) and a Final Environmental Impact Report (EIR). The analysis and impact work will be done to meet U.S. Department of Transportation (U.S. DOT) Alternatives Analysis-Phase II Policies, and National Environmental Protection Act/California Environmental Quality Act guidelines.

2. The Work Plan

2.1 GENERAL

Since the project is a multi-agency effort, the extent and type of participation by each agency will be defined in "Memorandum of Understanding" to be executed by the parties concerned.

2.2 WORK ACTIVITIES

2.2.1 SELECT CONSULTANTS

2.2.2 DEVELOP AND DESCRIBE THE SCOPE OF THE ALTERNATIVES ANALYSIS

2.2.3 DEVELOP ANALYSIS OF EACH ALTERNATIVE

- (1) The No Build Alternative would maintain the present transportation system except for inclusion of already programmed projects..
- (2A) The Transportation System Management (TSM) Alternative seeks to first maximize the productivity of existing transportation facilities and services and to implement additional facilities and services only when justifiable on a marginal benefit - marginal cost basis. The components of this alternative will be incorporated as base elements in the remaining alternatives.

- (2B) The High Occupancy Vehicle (HOV) in the Folsom Corridor Alternative includes HOV lanes from the W-X Freeway portion of I-80 and U.S. 50 downtown along U.S. 50 to just east of Mayhew Road.
- (2C) The Light Rail Transit (LRT) Line in the Folsom Corridor Alternative includes a rail line from the Central Business District via the Folsom Corridor to just east of Mayhew Road. The light rail in this alternative and all the rail alternatives would use electrically powered rail cars operating either singly, or in short trains on fixed duo-rail guidelines, predominantly on separate rights of way that may be at grade or grade separated at street intersections and with passengers loading from low or medium height platforms. The rail systems will all be accessible to elderly and handicapped persons as required by law.
- (3A) The I-80 Bypass High Occupancy Vehicle (HOV) Alternative consists of construction of a roadway in the I-80 Bypass Corridor north of Route 160. This new roadway would be available for the exclusive use of buses, vanpools and carpools. The feasibility of providing priority treatment for buses, vanpools and carpools between the Route 160 American River Bridge and the Central Business District (CBD), or extending the HOV into the CBD will be investigated.
- (3B) The High Occupancy Vehicle (HOV) in the I-80 Bypass and Folsom Corridors Alternative includes (1) a HOV roadway in the I-80 Bypass Corridor north of Route 160 and (2) HOV lanes from the W-X Freeway portion of I-80 and U.S. 50 downtown along U.S. 50 to just east of Mayhew Road.
- (3C) The High Occupancy Vehicle (HOV) in the I-80 Bypass Corridor Plus Light Rail Transit (LRT) in the Folsom Corridor Alternative includes (1) a HOV roadway in the I-80 Bypass Corridor north of Route 160 and (2) a LRT line in the Folsom Corridor extending from the Central Business District to just east of Mayhew Road.
- (4A) The I-80 Bypass Light Rail Alternative includes a light rail line from the Central Business District to Watt Avenue via a portion of the I-80 Bypass right of way.
- (4B) The Light Rail Transit (LRT) Line in the I-80 Bypass and High Occupancy Vehicle (HOV) in the Folsom Corridor Alternative includes (1) a Rail line from Watt Avenue to the Central Business District via the I-80 Bypass Corridor and (2) HOV Lanes from the W-X Freeway portion of I-80 and U.S. 50 downtown along U.S. 50 to just east of Mayhew Road.

(4C) The Light Rail Transit (LRT) in the I-80 Bypass and Folsom Corridors Alternative includes a rail line from Watt Avenue to the Central Business District via the I-80 Bypass Corridor and a rail line from the Central Business District through the Folsom Corridor to just east of Mayhew Road.

The 10 alternatives listed above are summarized in the following table:

<u>Alternative</u>	<u>I-80 Bypass Corridor</u>	<u>Folsom Corridor</u>
1	No Build.	No Build
2A	TSM	TSM
2B	TSM	HOV
2C	TSM	LRT
3A	HOV	TSM
3B	HOV	HOV
3C	HOV	LRT
4A	LRT	TSM
4B	LRT	HOV
4C	LRT	LRT

2.2.4 PREPARE ALTERNATIVES ANALYSIS/DEIS REPORT

At this point alternatives will be compared in terms of year 2000 travel impacts, environmental impacts, socio-economic impacts, system costs, trip costs, and compatibility with adopted policies. When comparing the alternatives, special attention will be given to the availability of specific sources of revenue to defray both capital expenditures and operating costs. The results of the analysis will be circulated in the Alternatives Analysis/DEIS Report.

2.2.5 CIRCULATE ALTERNATIVES ANALYSIS/DEIS

The Steering Committee will (1) study the impacts analyzed in the DEIS; (2) solicit recommendations from the public, staff and consultants by circulating the Alternatives Analysis/DEIS and holding public hearings.

2.2.6 PREPARE FINAL EIS/EIR AND 4(f) CLEARANCES

A final Environmental Impact Statement Report (EIS/EIR) will be prepared according to UMTA/NEPA and CEQA Guidelines.

2.2.7 CIRCULATE FINAL EIS/EIR

The final EIS/EIR will be circulated and public hearings held in accordance with State and Federal guidelines. The final EIS and any accompanying material will be transmitted to the U.S. DOT for action on the selected alternative.

3. PROJECT FINANCING

The Alternative Analysis/DEIS and Final EIS/EIR will be funded from the following sources:

1. \$20,000 from the City of Sacramento.
2. \$250,000 from State Article XIX Transit Guideway Funds, \$150,000 from the 1979-80 allocation and \$100,000 from the 1980-81 allocation.
3. \$40,000 from planning funds allocated to SRAPC from the Local Transportation Fund pursuant to the Transportation Development Act.
4. \$400,000 from Federal funds.

EXHIBIT B

CALIFORNIA TRANSPORTATION COMMISSION RESOLUTION

July 1, 1980
FMT-81-3

STATE HIGHWAY ACCOUNT FOR LOCAL ASSISTANCE
MASS TRANSPORTATION PROGRAM (1980-81 FISCAL YEAR)

Resolution No. FMT-81-3

MB 22 Program
Article XIX Guideway Funding

WHEREAS, Article XIX of the California Constitution permits the use of motor vehicle tax revenues for the planning of public mass transit guideways; and

WHEREAS, the Budget Act of 1980 appropriates funds for Local Assistance, Mass Transportation Program; and

WHEREAS, on March 28, 1980, the California Transportation Commission allocated \$150,000 from Budget Act Item 167, 1979-80 fiscal year for the Interstate 80 Bypass Corridor Alternatives Analysis/Environmental Impact Statement/Report, subject to the condition that the Sacramento Regional Area Planning Commission make a decision regarding the relative priority of transit alternatives in the I-80 Bypass Corridor and/or the Folsom Corridor for the funding of further study and implementation; and

WHEREAS, the Sacramento Regional Area Planning Commission has, by resolution, designated the North (I-80 Bypass) and East (Folsom) Corridor as the priority corridor for the study of transit developments; and

WHEREAS, the City of Sacramento has made application for \$100,000 of Article XIX funds in the State Highway Account for the purpose of expanding the present I-80 Bypass Corridor Alternatives Analysis/Environmental Impact Statement/Report to include equal study of transit alternatives in the Folsom Corridor.

NOW, THEREFORE, BE IT RESOLVED, that the California Transportation Commission allocate \$100,000 from Budget Act Item 182, 1980-81 fiscal year, for the I-80 Bypass and Folsom Corridor Alternatives Analysis/Environmental Impact Statement/Report as proposed in the application submitted to the California Department of Transportation on June 26, 1980, and subject to a fund transfer agreement between the California Department of Transportation and the City of Sacramento pursuant to Section 199 of the Streets and Highways Code; and

BE IT FURTHER RESOLVED, that the condition set by the California Transportation Commission's Resolution No. FMT-80-3, on the allocation of March 28, 1980, be deleted.

GUIDEWAY FUNDING PROGRAM: PROJECT PROGRESS PAYMENT VOUCHER (BILL)

Reference: Article XIX of the California Constitution amended by: Chapter 659/73 (SB 219); Proposition 5, approved by voters June 4, 1974; and Chapter 07-74 (SB 2335).

SUBMITTED BY: _____ District _____
(CITY, COUNTY OR TRANSIT DISTRICT)

(ADDRESS) E.A. Number _____

2. Project Title _____
3. Payment Period (a) FROM _____ (b) TO _____
Guideway Project No. _____
Progress Payment No. Per Schedule _____
of Estimated Progress Payments _____

	Column A Total Approved Allocation	Column B Retention 10% of Col. A - Allocated	Column C Billing For Work Performed	Column D Balance of Allo- cation Available
4. Total Guideway Project Allocation Approved by California Highway Commission.	\$ _____			
5. Less 10% Retention of amount payable upon completion of project, submission of Final Report and State's review and audit.		\$ _____		
6. Total Approved Allocation, Less 10% Retention, Line 4, Col. A, Less Line 5, Col. B (Final Payment Voucher, Use Amount Shown on Line 4, Col. A).				\$ _____
7. Previous Billings For Work Performed by Local Entity, Line 1.			\$ _____	
8. Balance of Authorization, Guideway Project Allocation Beginning of Billing Period (Line 3a, Line 6, Col. D, Less Line 7, Col. C).				\$ _____
LESS:				
9. Billing for Work Performed by Local Entity For This Billing Period (Line 3a & b) per Schedule of Estimated Progress Payments.			\$ _____	
10. Balance Available of Guideway Project Allocation, End Billing Period (Line 3b) Line 8, Col. D Minus Line 9, Col. C. Note: Line 10, Col. D may <u>not</u> overrun.				\$ _____

STATE CONTROLLER WILL PAY AMOUNT OF LINE 9, COLUMN C.
PAYABLE FROM: STATE TRANSPORTATION FUND, STATE HIGHWAY ACCOUNT

CERTIFICATION

I certify the charges for work billed are proper and that project progress is commensurate with expenditures being claimed on 1 Column C, above.

Signed _____ Date _____
(REPRESENTATIVE OF CITY, COUNTY OR TRANSIT DISTRICT)

I certify that the work on the above project is progressing in accordance with the Transit Guideway Project Agreement and the amount being claimed is comparable to the work accomplished.

Signed _____ Date _____
(DIVISION OF MASS TRANSPORTATION REPRESENTATIVE)

I certify that the California Highway Commission has allocated funds for this project and that there is a sufficient balance in allocation to cover the billing on Line 9, Column C. For release of the 10% retention and Final Payment, I certify I have received satisfactory audit report for the above project from the Office of Management Audit and Review or a letter of waiver.

Signed _____ Date _____
(DISTRICT ACCOUNTING OFFICER)

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

RESOLUTION NO. 80-620

Adopted by The Sacramento City Council on date of

SEP 16 1980

**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.

PHILLIP L. ISENBERG

MAYOR

ATTEST:

LORRAINE MAGANA

CITY CLERK

CERTIFIED AS TRUE COPY
of Resolution No. 80-620

SEP 17 1980

DATE CERTIFIED
Lorraine Magana
CITY CLERK, CITY OF SACRAMENTO

EXHIBIT III

NONDISCRIMINATION

During the performance of this Agreement, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees, and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers representatives of the contractors commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by Rules, Regulations and Relevant Orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 6) In the event of the contractors noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement will be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11236 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7) The contractor will include the portions of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempt by rules, regulations or orders of the Secretary of Labor issued pursuant to §204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.



CITY OF SACRAMENTO

OFFICE OF THE CITY CLERK

915 I STREET
CITY HALL ROOM 203

SACRAMENTO, CALIFORNIA 95814
TELEPHONE (916) 449-5426

LORRAINE MAGANA
CITY CLERK

August 18, 1981

Sacramento Transit Development Agency
P.O. Box 2110
Sacramento, California 95814

Gentlemen:

On July 21, 1981, the City Council adopted a resolution authorizing the execution of an agreement to provide non-federal funds from the State of California to assist in refinement of alternatives to the construction of a freeway in the Interstate 80 Bypass Corridor.

For your records, we are enclosing one fully executed copy of said agreement.

Sincerely,


Michael A. Miller
Deputy City Clerk

MM/bb

Enclosure

cc: City Manager