



*Agency Rpt*  
**30**

## SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

Redevelopment Agency of the  
City of Sacramento  
Sacramento, California

**APPROVED**  
MAY 1 0 1983  
SACRAMENTO REDEVELOPMENT AGENCY  
CITY OF SACRAMENTO

CITY MANAGER'S OFFICE  
**RECEIVED**  
MAY 4 1983

Honorable Members in Session:

SUBJECT: Close-out of Proposed Sacramento Transportation Center Project

### SUMMARY

Because of recent recommendations by Cal Trans and California Transportation Commission staff not to fund the Sacramento Transportation Center (and greatly diminished funding from the State for future projects), it is recommended that the Transportation Center Project be terminated. The attached resolution will amend the Contract with Sacramento Area Council of Governments to complete the Environmental Impact Report and formally waive claim to \$847,000 in State funds encumbered by the May 18, 1982 Contract with Cal Trans and effect the close out of the project.

### BACKGROUND

The Sacramento Transportation Center Project was continued over a period of years. In the fall of 1982 the Agency conceptually approved a site plan subject to the Environmental Impact Report; approved the submission of an application for funding from the State of California; approved an agreement with the Southern Pacific and Agency selection of an independent appraiser to appraise the property selected for acquisition.

Agency staff said at that time that if any of the steps being taken were to run into serious problems, the entire project was subject to termination. In this instance, funding from the State of California has not been recommended by Cal Trans and the California Transportation Commission staff (see attached report). According to a memo from the Director of Transportation on February 14, 1983 to the California Transportation Commission, the Sacramento Transportation Center was ranked second out of 30 inter-modal projects statewide. Cal Trans indicates that it was following the desire of the City Council Resolution RA-82-097 which placed a higher priority to Light Rail Transit funding. Due to the uncertainties of the funding of this project, staff does not feel it appropriate to continue. The Environmental Impact Report is partially completed by Sacramento Area Council of Governments and Agency and State staff agree that it should be concluded as part of the termination of this project. Should the

5 -10-83 D-1

# SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

Redevelopment Agency of the  
City of Sacramento

Page Two

project ever proceed in the future the present Environmental Impact Report would serve as a basis for an update. The Agency requested a review and approval of the Scope of Services for the Environmental Impact Report which is attached. Staff of Regional Transit and members of the Modern Transit Society have reviewed the Scope of Services and are in agreement with it.

In order to close out the project, it is necessary to amend the existing Contract with Sacramento Area Council of Governments for the completion of the draft Environmental Impact Report. The estimated cost of \$10,000 for completion of the Environmental document will be passed through from Cal Trans to Sacramento Area Council of Governments and incurred costs by the Agency will be reimbursed by Cal Trans in accordance with the existing Contract with Cal Trans signed May 18, 1982, Resolution RA-82-836. It is not proposed that the Agency or the City hold any hearing on the Environmental Impact Report or project at this time.

## FINANCIAL DATA

No additional costs will be incurred by the Agency in this project. All staff costs and costs incurred by Sacramento Area Council of Governments in the preparation of Environmental documents will be reimbursed under the existing Contract between the Agency and Cal Trans. A total of \$119,000 is available for this purpose which is the difference between the Contract amount of \$966,000 and \$847,000 which is the amount to be waived and released to Cal Trans. The joint appraisal of the property by the Agency and Southern Pacific was previously approved by the Agency. The \$5,000 represents the amount to be paid from contingency.

## VOTE AND RECOMMENDATION

At its meeting of May 2, 1983 the Sacramento Housing and Redevelopment Commission adopted a motion recommending approval of the attached resolution. The votes were as follows:

AYES: Angelides, Hall, Luevano, Ose, Pettit, Vargas, Teramoto

NOES: None

ABSENT: Miller

ABSTAIN: Teramoto

# SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

Redevelopment Agency of the  
City of Sacramento

Page Three

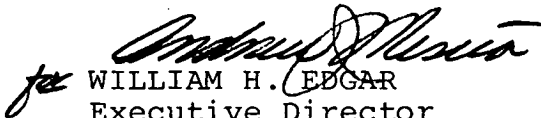
## POLICY IMPLICATION

The actions proposed in this staff report are consistent with previously approved policy. The one change being recommended is termination of the project.

## RECOMMENDATION

The staff recommends adoption of the attached resolution authorizing the Executive Director to execute the Contract with Sacramento Area of Governments, formally waiving the remaining funds (\$847,000) and proceeding with the steps necessary to terminate the subject project.

Respectfully submitted

  
je WILLIAM H. EDGAR  
Executive Director

TRANSMITTAL TO COUNCIL:

  
WALTER J. SLIFE  
City Manager

# RESOLUTION NO. 83-039

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

ON DATE OF

May 10, 1983

AUTHORIZING EXECUTION OF CONTRACT WITH  
SACRAMENTO AREA COUNCIL OF GOVERNMENTS  
FOR PREPARATION OF ENVIRONMENTAL IMPACT REPORT  
FOR SACRAMENTO TRANSPORTATION CENTER

BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY  
OF SACRAMENTO:

Section 1. The Executive Director is authorized to execute the contract attached hereto as Attachment A, with the Sacramento Area Council of Governments for an amount not to exceed Ten Thousand Dollars (\$10,000) to prepare a draft environmental impact report for the Sacramento Transportation Center.

Section 2. The Redevelopment Agency of the City of Sacramento waives all claims to \$847,000 of the \$966,000 contract with Cal Trans signed on May 18, 1982 (Number 64-768), Resolution No. 82-036, including \$522,000 for State participation and \$325,000 towards construction, and the Executive Director is authorized to submit a formal request to Cal Trans to withdraw from the project and terminate the current contracts.

Section 3. The Executive Director is authorized to expend Five Thousand Dollars (\$5,000) to pay the Agency's share of an appraisal done for the Sacramento Transportation Center site in association with Southern Pacific Company.

Section 4. The Executive Director is authorized to take whatever actions are necessary to terminate the Sacramento Transportation Center Project.

**APPROVED**  
SACRAMENTO REDEVELOPMENT AGENCY  
.. CITY OF SACRAMENTO

CHAIRMAN

ATTEST:

MAY 10 1983

SECRETARY

ATTACHMENT A

AGREEMENT TO PROVIDE TECHNICAL PLANNING TO THE  
REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

PART I - AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1983, by and between the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO (herein referred to as "Agency"), and the SACRAMENTO AREA COUNCIL OF GOVERNMENTS (herein referred to as "SACOG").

IT IS MUTUALLY AGREES as follows:

1. SCOPE OF SERVICES

SACOG shall perform all the necessary services required under this Contract in connection with the preparation of a draft and final environmental impact report for the Sacramento Transportation Center, and as set forth in the "Scope of Work, Environmental Impact Report for the Sacramento Transportation Center Study", attached hereto as Exhibit "A".

2. TIME OF PERFORMANCE

The services of SACOG shall commence upon execution of the Contract and shall be completed and the draft Environmental Impact Report shall be submitted to the Agency no later than May 15, 1983.

3. COMPENSATION AND METHOD OF PAYMENT

(a) Agency shall pay Contractor for personnel on an hourly basis in accordance with the rates set forth below:

Director .....	\$29.75 per hour
Assistant Director.....	\$28.27 per hour
Senior Planner.....	\$26.08 per hour
Associate Planner.....	\$21.92 per hour
Planning Analyst.....	\$14.19 per hour
Graphics Supervisor.....	\$21.86 per hour
Steno. Clerk.....	\$11.25 per hour

It is understood and agreed that these rates are subject to change from time to time. Agency shall also pay SACOG for actual indirect costs incurred by SACOG in accordance with SACOG's approved cost allocation plan.

(b) Compensation by Agency to SACOG shall be made monthly, provided Contractor, within fifteen (15) days following the end of each calendar month, submits an invoice for all amounts due under this Agreement for the previous month to the Agency. Agency shall make payment to Contractor within fifteen (15) days of receipt of invoice; provided, however, that the Agency shall withhold twenty percent (20%) of the total contract amount until the acceptance of the draft Environmental Impact Report.

(c) It is expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed the sum of TEN THOUSAND and NO/100 DOLLARS (\$10,000.00). This fee shall constitute full and complete compensation for all services to be performed by SACOG under this Contract.

4. OWNERSHIP OF PROFESSIONAL AND TECHNICAL INFORMATION DEVELOPED UNDER THIS CONTRACT

The parties hereto mutually understand and agree that all professional and technical information, in the form of original drawings, data, computations, report texts, and any and all other material, data and information collected or developed in connection with the work under this Contract, and all original documents shall be forwarded to and become the sole property of the Agency except those documents prepared in connection with this Contract are funded in whole or in part by a grant provided by the State of California, and the State shall have unrestricted authority to public, disclose, distribute and otherwise use in whole or in part such documents. In addition no material prepared in connection with this Contract shall be subject to copyright in the United States or any other country. Agency agrees to make available to SACOG any information in their possession which may assist in the preparation of the environmental impact report.

5. NOTICES

All notices or other communications made pursuant to this Contract shall be in writing and shall be deemed properly delivered, given or served when either personally delivered or mailed by certified or registered mail, postage prepaid, to the parties at the following addresses:

Agency: Mr. Bruce D. Pope, Chief of Redevelopment  
Redevelopment Agency of the City of Sacramento  
630 I Street (C-21)  
Sacramento, California 95814

SACOG: Mr. Peter Hill, Senior Planner  
Sacramento Area Council of Governments  
P.O. Box 808  
Sacramento, California 95804

6. TERMS AND CONDITIONS

This Contract is subject to and incorporates the provisions attached hereto as Part II - Terms and Conditions (Form SHRA 10/82).

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

REDEVELOPMENT AGENCY OF THE CITY OF  
SACRAMENTO

By \_\_\_\_\_  
Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Agency Counsel

APPROVED:

\_\_\_\_\_  
Finance Department  
Cost Code: 3000  
Organizational Code 2400

\_\_\_\_\_  
Organizational Approval

APPROVED AS TO FORM:

\_\_\_\_\_  
Council for SACOG

EXHIBIT "A"

SCOPE OF WORK

ENVIRONMENTAL IMPACT REPORT FOR THE  
SACRAMENTO TRANSPORTATION CENTER STUDY

- I. Prepare draft Environmental Impact Report (75 copies) in accordance with California Environmental Quality Act Guidelines. At a minimum the draft Environmental Impact Report should contain the following:
  - A. DEFINITION: What constitutes a Transportation Center in terms of State Transportation Commission Funding Programs.  
--Priorities for funding.
  - B. ALTERNATIVES
    1. No build
    2. Present proposal (new Terminal)
    3. Old Proposal (rehabilitation of existing Terminal)
    4. Additional potential sites within the City of Sacramento
      - (a) with AMTRAK and LRT and Buses
      - (b) with LRT and buses
      - (c) busses only--Alternative 1 should be a brief analysis identifying location of site, scope of potential development, comparison of proposed site to other alternatives.
  - C. POTENTIAL IMPACTS TO BE ADDRESS IN EACH ALTERNATIVE
    1. Environmental
      - (a) air pollution
      - (b) noise pollution
      - (c) hazardous waste
        - (i) Extent and type of contamination
        - (ii) Mitigating measures
      - (d) Traffic
        - (i) New trip generation
        - (ii) Impact on existing circulation and pedestrian environment of Old Sacramento
        - (iii) Changes in projected traffic patterns due to location of proposed station



- (f) Historic Preservation
    - (i) Identification of potentially significant historic sites on structures and related impacts
    - (ii) Physical and aesthetic relationship to existing historic features in Old Sacramento, Railroad Museum, State parks, etc.
  - (g) Impacts of relocating present Greyhound and Trailways operations on users, land uses surrounding present stations, etc.
  - (h) Compatibility of proposed development with surrounding land uses and facilities, including Old Sacramento businesses, historic uses, transient facilities, etc.
2. Transportation
- (a) Needs of Sacramento Area and projection of peak loads through 1990.
  - (b) Proposed alternatives impact on these needs
  - (c) Trip generating figures--inter-modal split
  - (d) Impacts on Regional Transit
    - (i) RT Bus services
    - (ii) LRT
  - (e) Impacts on AMTRAK
  - (f) Airport shuttle
  - (g) Car rental
  - (h) Downtown Air Ticket Terminal
3. Economic
- (a) Number of new jobs
  - (b) Tax generation
  - (c) Project feasibility
    - (i) land cost
    - (ii) clearance cost
    - (iii) relocation cost (if any)
    - (iv) construction cost
    - (v) costs of mitigation measures
    - (vi) income: tenant leases; loans; other

## CONTRACT FOR PROFESSIONAL AND TECHNICAL SERVICES

PART II - TERMS AND CONDITIONS1. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Agency/Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the Agency/Authority, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Agency/Authority for damages sustained by the Agency/Authority by virtue of any breach of the Contract by the Contractor, and the Agency/Authority may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Agency/Authority from the Contractor is determined.

2. TERMINATION FOR CONVENIENCE OF AGENCY/AUTHORITY

The Agency/Authority may terminate this Contract at any time by a notice in writing from the Agency/Authority to the Contractor. If the Contract is terminated by the Agency/Authority as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made; Provided, however, that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Section 1 hereof relative to termination shall apply.

### 3. CHANGES

The Agency/Authority may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Agency/Authority and the Contractor, shall be incorporated in written amendments to this Contract.

### 4. PERSONNEL

- (a) The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees or have any contractual relationship with the Agency/Authority.
- (b) All the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- (c) No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

### 5. ANTI-KICKBACK RULES

Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1937 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108, title 18 U.S.C., section 874; and title 40 U.S.C., section 276(c)). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors hereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

### 6. WITHHOLDING OF SALARIES

If, in the performance of this Contract, there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the Agency/Authority shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Agency/Authority for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

7. CLAIMS AND DISPUTES PERTAINING TO SALARY RATES

Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Contractor to the Agency/Authority for the latter's decision which shall be final with respect thereto.

8. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

During the performance of this Contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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 by the Agency/Authority setting forth the provisions of this nondiscrimination clause.
- (b) 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, color, religion, sex or national origin.
- (c) 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 by the Agency/Authority, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Agency/Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- (f) In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the provisions of subparagraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 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 Agency/Authority may direct as a means of enforcing such provisions including sanctions for noncompliance; Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Agency/Authority, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (c) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (d) The Contractor will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient for Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of requirements issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- (e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition to the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns, to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

In order to comply with the Section 3 requirements, the bidder shall indicate, along with his bid, what affirmative action processes he has used in soliciting bids from business concerns listed on the Registry. Forms for the bidders' use are included in the Project Manual. These completed Section 3 Affirmative Action forms must be submitted with the proposal.

Good Faith Effort. Each contractor or subcontractor undertaking work in connection with a Section 3 covered project shall fulfill his obligation to utilize lower income project area residents as employees to the greatest extent feasible by:

- (1) Identifying the number of positions in the various occupational categories including skilled, semi-skilled, and unskilled labor, needed to perform each phase of the Section 3 covered project;
- (2) Identifying, of the positions identified in Paragraph (1) of this section, the number of positions in the various occupational categories which are currently occupied by regular, permanent employees;
- (3) Identifying, of the positions identified in Paragraph (1) of this section, the number of positions in the various occupational categories which are not currently occupied by regular permanent employees.
- (4) Establishing, of the positions identified in Paragraph (3) of this section, a goal which is consistent with the purpose of this subpart within each occupational category of the number of positions to be filled by lower income residents of the Section 3 covered project area; and
- (5) Making a good faith effort to fill all of the positions identified in Paragraph (4) of this section with lower income project area residents.

10. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

11. COMPLIANCE WITH LOCAL LAWS

The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

12. SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior written consent of the Agency and the State. The Contractor shall be as fully responsible to the Agency and the State for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by him. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

13. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Agency/Authority; Provided, however, that claims for money due or to become due the Contractor from the Agency/Authority under this Contract may be assigned to a bank or trust company or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Agency/Authority.

14. INTEREST OF MEMBERS OF AGENCY/AUTHORITY

No member of the governing body of the Agency/Authority, and no other officer, employee or agent of the Agency/Authority who exercises any functions or responsibilities in connection with the carrying out of the project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

15. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality in which the project is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

16. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise therefrom.

17. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above described project or any portion thereof or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

18. MONITORING

- (a) The Agency/Authority shall monitor the program adequacy of the Contractor in a manner which Agency/Authority deems most effective. Contractor shall cooperate with Agency/Authority in such monitoring.
- (b) Contractor shall prepare and submit to Agency/Authority reports in the form and manner prescribed by Agency/Authority.
- (c) Such reports shall be subject to audit by the Agency/Authority as required by Federal regulations or local requirements.

19. RECORDS

Contractor shall keep all necessary books and records, including loan documentation and financial records, in connection with the operation and services performed under this Agreement, in accordance with provisions of OMB Circular No. A-102 Attachment G (as amended), and shall document all transactions so the Agency/Authority may properly audit all expenditures made pursuant to this Contract. Contractor shall maintain and preserve all records related to this Contract in its possession for a period of three (3) years from the effective date of the Contract, unless otherwise directed by Agency/Authority. All books, records and accounts kept by Contractor in connection with the performance of this Contract shall be made available for inspection by representatives of the Federal Government and/or Agency/Authority staff as required to monitor or audit the program.



20 . CONFLICT OF INTEREST

No member, officer, or employee of Contractor, or its designees or agents, who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Contract. The Contractor shall incorporate, or cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

\*\* \*\*

# SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

## MEMORANDUM

TO: City Council DATE: 2/18/83  
FROM: William H. Edgar, Executive Director File No.  
SUBJECT: Proposed Sacramento Inter-Modal Transportation Center

On February 14, 1983 the Director of Transportation, Mr. John J. Kozak, published recommendations from the Department of Transportation to the California Transportation Commission regarding the Fiscal Year 1983-84 Transportation Planning and Development Act and Transit Capital Improvement Funds. Sacramento's Light Rail Applications were recommended for approval. Although Sacramento's Transportation Center was highly ranked, it was not recommended for approval because of a "funding conflict" between the Light Rail Transit Project and the Transportation Center.

On February 16th Michael Evanhoe, Executive Director, published recommendations from the staff to the California Transportation Commission (see attached). The Sacramento Transit Development Agency is being recommended for \$2.8 million for vehicles and \$4.3 million for the Northeast Corridor Line. The Transportation Center was not recommended.

Based on the outcome of the above recommendations, Agency staff feels that continuation of this project is not warranted. A meeting has been set up for February 23rd to so advise various parties, and staff will be instructed to take necessary steps to conclude the program.

*William H. Edgar*

---

WILLIAM H. EDGAR  
Executive Director

Enclosure (1)  
WHE/LTG:mem

cc: City Manager Walter J. Slipe  
Assemblyman Phillip Isenberg  
Assemblyman Lloyd Connelly  
John Schumann, STDA  
Les Frink, City Traffic Engineer  
Parties Directly Affected by Project

State of California

## Memorandum

To : Chairman and Members  
California Transportation Commission

Date: February 16, 1983

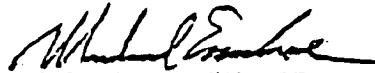
File : ITEM 2.5

ACTION REQUIRED

From : California Transportation Commission

Subject: Adoption of Transit Capital Improvement Project Priority Listing and Recommended Article XIX Guideway and Transportation Planning and Development Account Funding Levels for the 1983/84 State Budget

The attached paper presents our recommendations for mass transit capital funding in the 1983/84 Budget. Project applicants, regional planning agencies, and the Department will also be making recommendations to you on this program at the February meeting.

  
MICHAEL P. EVANHOE  
Executive Director

Attachments

## SUMMARY

The Commission's 1982 STIP included a five year mass transportation capital element based on the direction the Legislature provided in SB 1331, AB 2551, and SB 1335. The Commission's program emphasized funding projects with the potential to capture Federal funds and projects that were capable of being implemented quickly. The Federal government will consider five of the major projects programmed in the 1982 STIP for funding in the 1983/84 fiscal year.

Because of the State's fiscal difficulties, the staff recommend holding the appropriation level for 1983/84 transit capital to no more than the 1982/83 level (\$104.4 million). Consequently, we recommend that projects be added to the program adopted in 1982 only as substitutes, proposed by the same operator or area, for other projects in the 1982 program. Only one small deviation from this policy is included in our recommendations: a demonstration bus rehabilitation project.

These are the projects and funding levels we recommend for the 1983/84 Fiscal Year:

### RECOMMENDED TRANSIT CAPITAL IMPROVEMENTS PRIORITIES

<u>Applicant</u>	<u>Project</u>	<u>Funding (Thousands of \$)</u>
Bay Area Rapid Transit District	New Vehicles	\$10,116*
Caltrans	Peninsula Commute, Locomotives, Station Acquisition and Rehabilitation	11,800*
Santa Clara Transit Agency	Guadalupe Corridor Light Rail Line	4,800*
Sacramento Transit Development Agency	Northeast Corridor Light Rail Line (Vehicles)	2,800*
San Francisco Muni	Cable Car Rehabilitation	1,200
Orange County Transit District	Santa Ana Corridor Light Rail Line (Preliminary Engineering)	2,700
San Diego Metropolitan Transit Development Board	East Line Light Rail Extension (Vehicles)	3,000
Mendocino Transit Authority	Bus Rehabilitation	297
Fullerton Redevelopment Agency	Fullerton Transportation Center	2,173
City of Santa Ana	Intercity/Commuter Intermodal Station	<u>2,150</u>
	TOTAL	\$41,045

\* State Funding for projects that will receive Federal Transit Grants

### General Recommendation on Intermodal Projects

Aside from the Fullerton and Santa Ana stations, which staff recommend placing at the bottom of the priority list for TP&D funds, (as substitute projects for funds originally programmed for the Santa Ana Corridor light rail project), we believe that no intermodal projects should be funded in 1983/84. There are three reasons for this recommendation:

- The Commission has not yet adopted a policy on intermodal stations. In prior reviews of the program, Commissioners have indicated an interest in limiting State funds to intermodal stations to capital investments and encouraging the private/public joint development of stations. On the other hand, the Department, under the previous Administration, recommended that the State act as the owner and operator of intermodal stations of a "statewide significance." The new Administration has not yet taken a position on this issue. Until a coherent State policy is developed, funding for intermodal stations should be held to a minimum.
- It is difficult to measure the effectiveness of intermodal stations and to judge the merits of individual projects.
- The available funding for mass transit is barely adequate to meet commitments to guideway projects made in the 1982 STIP.

### Abandoned Railroad Rights of Way, Grade Separations, and Bus Rehabilitation

We join with the Department in recommending that no grade separation or abandoned railroad right of way projects be funded in 1983/84.

State funds are inadequate to meet existing mass transit commitments, and abandoned railroad rights of way generally do not lead to prompt improvements in the transportation network.

None of the grade separation projects submitted were of such merit that they justified diverting funds for projects programmed in the 1982 STIP. The staff recommend funding one bus rehabilitation project on the basis of merit and need. The single project has a relatively low cost (\$297,000) and would serve as a test of the effectiveness of using limited State mass transit capital for this type of project.