Title: Interagency Project Agreement for Small Starts Grant Preparation, Vehicle Maintenance Facility Design, and Specialty Consultant Services for the Downtown/Riverfront Streetcar Transit Project (S15131800)

Location: Districts 3 and 4

Recommendation: Pass a Resolution: 1) transferring $1 million in CalEPA Fund balance (Fund 2801) to the Downtown/Riverfront Streetcar Project (S15131800); 2) transferring $2 million from the Innovation and Growth Fund balance to the Downtown/Riverfront Streetcar Project (S15131800); and 3) authorizing the City Manager or City Manager’s designee to execute an Interagency Project Agreement with Sacramento Regional Transit District and the City of West Sacramento in an amount not to exceed $2.45 million to support the Federal Transit Administration (FTA), Small Starts Grant preparation, vehicle maintenance facility design, and specialty consultant services for the Downtown/Riverfront Streetcar Transit Project.

Contact: Fedolia “Sparky” Harris, Principal Planner, (916) 808-2996; Ryan Moore, Interim City Traffic Engineer, (916) 808-6629, Department of Public Works

Presenter: None

Attachments:
1-Description/Analysis
2-Resolution
3-Interagency and Cost Reimbursement Agreement
4-Exhibit A - Proposed Funding
5-Exhibit B - Scope of Services
Description/Analysis

Issue Detail: The City entered into a Memorandum of Understanding (MOU) with the City of West Sacramento, the Sacramento Area Council of Governments (SACOG), the Sacramento Regional Transit District (RT), and the Yolo County Transportation District (YCTD) for planning and project development for the Downtown/Riverfront Streetcar Transit Project (Project).

The City entered into a Subrecipient Agreement with SACOG in May 2014 to provide $2 million as the City’s cost share toward an estimated $11.7 million in project development costs. Subsequently, SACOG reduced the overall estimate for this phase to $8.5 million.

On January 5, 2017, City Council adopted Resolution 2017-003 approving an Interagency Project Agreement with Sacramento Regional Transit and the City of West Sacramento to document the commitment of an additional $3 million from the City of Sacramento towards the design and engineering of the Downtown/Riverfront Streetcar Transit project (Project).

An additional Interagency Project Agreement (Agreement) with Sacramento Regional Transit and the City of West Sacramento is required to document the commitment of $2.45 million from the City of Sacramento towards the preparation of the Small Starts Grant application to the Federal Transit Administration (FTA), design of the vehicle maintenance facility, and specialty consultant services for the Project.

Policy Considerations: The Agreement is consistent with the goals and policies of the City. Executing the Agreement will allow the City to support the development of streetcar lines and related infrastructure in the Central City and other multi-modal districts as provided in Policy M3.1.16 of the Sacramento 2035 General Plan.

Economic Impacts: None

Environmental Considerations: The Environmental Services Manager has determined that the action of approving the Agreement does not have the potential for causing a significant effect on the environment and is therefore exempt under California Environmental Quality Act (CEQA) Guidelines, Section 15061(b)(3). However, any subsequent actions for implementation of the Agreement will be required to undergo CEQA review.

Sustainability Considerations: The project is consistent with the City’s Sustainability Master Plan. It conforms to the Air Quality Focus Area by improving and optimizing transportation infrastructure.

Committee/Commission Action: None
Rationale for Recommendation: This recommendation is made pursuant to Sacramento City Code section 3.60.090, which requires City Council authorization to execute all contracts for public projects involving the expenditure of $100,000 or more. City Council has approved a Memorandum of Understanding between the City of Sacramento, the City of West Sacramento, the Sacramento Regional Transit District (RT), and the Yolo County Transportation District (YCTD), as “Participating Agencies,” and the Sacramento Area Council of Governments (SACOG), as the “Sponsoring Agency” to complete planning and project development for the Project.

Financial Considerations: Through past actions (Resolutions and adoption of a Motion), the City has committed nearly $9 million in City funds toward the project development and construction of the streetcar project, not all of which has yet been appropriated into the project. As of May 17, 2017, a total of $5,399,164 has been appropriated to the project consisting of various funds. The City has expended $1,081,205, and has previously entered into reimbursement agreements for project development costs with SACOG and RT for $2 million and $3 million, respectively.

On January 13, 2015, the City Council passed Motion No. 2015-0007 assigning $7 million of City funds to the Project including: $1 million in Cal EPA Lease Revenue; $1 million in Community Development Block Grants (CDBG); $2 million from the Economic Development Fund; and $3 million from FY2013/14 year-end operating results to the Project. Of this $7 million commitment, the City has appropriated $3.3 million in funding, leaving $3.7 million remaining to be appropriated.

This action appropriates $1 million in CalEPA Lease Revenue and $2 million in Innovation and Growth Fund to the project, bringing the total budget to $8,359,164 and the unobligated balance to $2,152,700. Assuming that City costs are included in the original SACOG agreement, this will allow the City to obligate an additional $2,450,000 for this new agreement. Based on Motion 2015-0007, a balance of $700,000 in CDBG funds remains to be appropriated to the project based on future CDBG Action Plans.

Local Business Enterprise (LBE): Not applicable as the City of Sacramento is not the lead agency for the project.

Background: The Downtown/Riverfront Streetcar Project is a cooperative effort of the City of Sacramento, the City of West Sacramento, Sacramento Regional Transit (RT), the Yolo County Transportation District (YCTD), and the Sacramento Area Council of Governments (SACOG) with the assistance of the California Department of Transportation (Caltrans) under a Memorandum of Understanding first executed in May 2006. The 3.3-mile initial starter line
identified as the locally preferred alternative extends from the West Sacramento Civic Center to the Midtown entertainment and retail district in the City of Sacramento.

On March 21, 2014, SACOG requested entry into the Project Development (PD) phase as a Small Starts project under the FTA Capital Investment Grant program. Project Development was estimated to cost $12 million as a percentage of the original $150 million capital cost estimate. The City of Sacramento agreed to contribute $2 million towards PD to be matched with $3 million from the City of West Sacramento, $5 million from SACOG, and $1,570,000 from RT. On May 1, 2014, FTA authorized entry into “Project Development based upon an application that included this cost sharing split. The City of Sacramento share of the Project Development cost was committed through three resolutions in 2012, 2014, and 2015 for a total of $2,032,064.

On August 25, 2016, the RT Board of Directors delegated authority to the General Manager/CEO to execute a contract with HDR, Inc. for:

Task 1. 85 percent Design .......................................................... $4,704,885.00

On January 4, 2017, City Council approved a resolution to approve an Interagency Agreement with the City of West Sacramento and RT in which the City would contribute $3,000,000 towards the completion of Tasks 2, 3, and 4 with HDR, Inc. This action brought the contribution total for from the City of Sacramento to $5,032,064.

On January 23, 2017, the RT Board of Directors amended the contract for the Downtown Riverfront Streetcar Design Services with HDR, Inc. to add optional Tasks 2, 3 and 4 as follows:

Task 2. 100 percent Design of the Starter Line............................... $1,963,900.67
Task 3. K Street to H Street LRT Relocation Design ...................... $2,092,346.35
Task 4. Vehicle Maintenance and Storage Facility Site Work ............ $1,397,107.81

On May 5, 2017, the President signed the omnibus spending bill for FY17 that included $50 million in Small Starts Grant funding for the Project. The Streetcar Project Management Team has identified tasks related to but separate from those to be completed by HDR, Inc. that are necessary to keep the Project advancing on an aggressive schedule to secure a Small Starts Grant Agreement in FY18. Execution of a Small Starts Grant Agreement is required before the $50 million in FY17 funding, as well as subsequent fiscal year allocations, can be spent on the Project.

The attached agreement will appropriate an additional $2,450,000 to RT on a cost reimbursement basis for Small Starts grant preparation, vehicle maintenance facility design, and specialty consultant services.
INTERAGENCY PROJECT AGREEMENT FOR SMALL STARTS GRANT PREPARATION, VEHICLE MAINTENANCE FACILITY DESIGN, AND SPECIALTY CONSULTANT SERVICES FOR THE DOWNTOWN/RIVERFRONT STREETCAR TRANSIT PROJECT (S15131800)

BACKGROUND

A. City, Subrecipient and other Participating Agencies in the Downtown/Riverfront Streetcar Transit Project (Project) adopted “Downtown/Riverfront Transit Project Underlying Principles and Roles & Responsibilities (Principles); and

B. One of the goals of the Principles was for the Participating Agencies to work together to submit a Federal Transit Administration (FTA) funding application; and

C. On November 13, 2012 City Council passed Resolution No. 2012-381 to establish the Project (S15131800) and appropriated $38,750 from the Downtown Transportation Systems Management Fund to the Project; and

D. Project Development was estimated to cost $12 million as a percentage of the original $150 million capital cost estimate. The City of Sacramento agreed to contribute $2 million towards Project Development to be matched with $3 million from the City of West Sacramento, $5 million from SACOG, and $1,570,000 from RT.

E. On February 25, 2014 City Council passed Resolution No. 2014-0049 to appropriate $1.5 million from the Sheraton Master Owner Participation Agreement (MOPA) Project Fund (Fund 2030) to the Project; and

F. On March 21, 2014, SACOG requested entry into Project Development as a Small Starts project under the Federal Transit Authority (FTA) Capital Investment Grant program; and

G. On May 1, 2014, FTA authorized entry into Project Development based upon an application that included the Project Development cost estimate and local sources; and

H. On November 6, 2014 City Council passed Resolution No. 2014-0358 to adopt the 2015 One-Year Action Plan including the allocation of $300,000 in Community Development Block Grant (CDBG) funds to the Project; and

I. On January 13, 2015 City Council passed Motion No. 2015-0007 assigning $7 million of City funds to the Project including $1 million Cal EPA Lease Revenue, $1 million CDBG, $2 million Economic Development Fund, and $3 million from the FY2013/14 year-end operating results to the Project; and

J. On February 24, 2015 City Council passed Resolution No. 2015-0048 appropriating $493,314 from the Fair Share account (Fund 2032) to the Project and to execute a Subrecipient Agreement with the Sacramento Area Council of Governments for the Project for $2 million; and
K. On March 17, 2015 City Council passed Resolution 2015-0075 authorizing the City Manager to fund the Project with $3 million from FY2013/14 year-end operating results; and

L. On January 5, 2017 City Council passed Resolution No. 2017-0003 to execute an Interagency Project Agreement with RT and the City of West Sacramento in an amount not to exceed $3 million to complete design and engineering of the Project; and

M. The unobligated balance of funding identified by City Council amounts to $2,793,535; and

N. The parties wish to enter into this Interagency Project Agreement to document the availability of City funding in the amount of $2,450,000 for costs for Small Starts grant preparation, vehicle maintenance facility design, and specialty consultant services for the Project.

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

Section 1. The FY16/17 Capital Improvement Program is amended by transferring $1,000,000 in CalEPA Fund Balance (Fund 2801) to the Downtown/Riverfront Streetcar Project (S15131800).

Section 2. The FY16/17 Capital Improvement Program is amended by transferring $2,000,000 in Innovation and Growth Fund Balance (Fund 2031) to the Downtown/Riverfront Streetcar Project (S15131800).

Section 3. The City Manager or his designee is hereby authorized to execute the Interagency Project Agreement with the Sacramento Regional Transit District (RT) and the City of West Sacramento in an amount not to exceed $2,450,000 to prepare the Small Starts Grant application for the Federal Transit Administration (FTA), design the vehicle maintenance facility, and contract for specialty consultant services for the Project as set forth in Exhibit A.

Table of Contents:

1. Interagency Project Agreement
2. Exhibit A: Proposed Funding
3. Exhibit B: Scope of Services
INTERAGENCY AND COST REIMBURSEMENT AGREEMENT

TO SUPPORT SMALL STARTS GRANT PREPARATION, VEHICLE MAINTENANCE FACILITY DESIGN, AND SPECIALTY CONSULTANT SERVICES FOR THE DOWNTOWN RIVERFRONT STREETCAR PROJECT

This Agreement ("Agreement") is made as of this _____ day of ____________, 2017 ("Effective Date") by and between, SACRAMENTO REGIONAL TRANSIT DISTRICT ("RT"), THE CITY OF SACRAMENTO ("Sacramento"), THE CITY OF WEST SACRAMENTO ("West Sacramento") and THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS ("SACOG"); Sacramento and West Sacramento are herein sometimes referred to as the “Cities”, and collectively all parties are referred to herein as "the Parties."

RECITALS:

A. Cities desire to design and construct a streetcar line through Downtown and Midtown Sacramento, over the Tower Bridge and into West Sacramento through the Bridge District and Civic Center District (the “Project”).

B. On March 21, 2014, the Sacramento Area Council of Governments ("SACOG") submitted a letter to the Federal Transit Administration ("FTA") requesting entry into the Small Starts Project Development as defined by the FTA.

C. On May 1, 2014, FTA approved entry into the Project Development phase for the Project. The current cost estimate of the Project including Project Development and construction of the streetcar starter line, relocation of light rail from K Street to H Street, light rail extension to Raley Field and Streetcar Riverfront Street alignment is $200 million. It is the intent of the project partners to share Project costs as shown in Exhibit A. The Cities portion of funds to be used for small starts grant preparation, vehicle maintenance facility design, and specialty consultant services for the Project as set forth in Section 7 of this Agreement.

D. The Parties agree that RT’s demonstrated technical expertise in managing the design and construction of rail projects is necessary to satisfy the FTA. RT’s time and resources qualify for project reimbursement from the local funds (defined as the funding shown on Exhibit A to be provided by the Cities, RT, and the County of Sacramento), all of which will ultimately be used as match funding to FTA’s Small Starts funds.

E. Additionally, the Parties understand that in order to provide the necessary resources and staff time from the Cities, RT, SACOG and eligible consultants, timely funding must be
available to ensure the Project remains on schedule to receive an SSGA at the earliest opportunity.

F. On November 16, 2016, RT & Cities entered into an Interagency Project Agreement to support Design and Engineering of the Downtown Riverfront Streetcar project through which each city contributed up to $3 million of the funds identified in Exhibit A towards the Design and Engineering of the Project.

G. The Parties wish to enter into this Interagency and Cost Reimbursement Agreement to set out the terms and conditions for the Cities to fund additional RT small starts grant preparation efforts, vehicle maintenance facility design, and specialty consultant services for the Project from the remainder of the funds identified in Exhibit A.

H. This Agreement covers the costs associated with Exhibit B.

I. On April 25, 2016, the RT Board of Directors awarded Task 1 design services to HDR using funds that had already been secured from the Cities for Project Development. Task 1 advances streetcar design, which includes the Riverfront alignment and the light rail extension to Raley Field, to 85% at a cost of $4,704,884.89. Funding for Task 1 and RT staff time was provided by the Cities through an interagency agreement with SACOG and RT.

J. On January 25, 2017, the RT Board of Directors awarded Tasks 2, 3 and 4 to HDR using funds secured from the Cities for Project Development. Task 2 advances streetcar design to 100%. Task 3 advances design of the light rail relocation from K Street to H Street (between 8th Street & 12th Street). Task 4 will provide preliminary and final design of the Vehicle Maintenance and Service Facility (VMSF) site work including the layout of the yard track, overhead contact system (OCS), Traction Power Substation (TPSS) and Signaling. Total consultant cost of all three tasks is $5,453,354.83. Funding for Tasks 2, 3 and 4, as well as RT staff time were provided by the Cities through the interagency agreement with RT dated November 16, 2016.

K. As the project continues to advance, additional Project funding is required to support efforts related to small starts grant preparation, vehicle maintenance facility design, and specialty consultant services for the Project as outlined in Exhibit B.

L. A total of $4,900,000 is needed as part of this Interagency and Reimbursement Agreement. The dollars spent through this agreement are part of the $200,000,000 Project and will be eligible to match with Federal dollars if and when a SSGA is received.

M. The RT Board of Directors stated that agreements must be executed between the Parties to secure funding for any additional tasks before any additional work will be approved.

N. To pay for the tasks, the City of Sacramento will provide up to $2,450,000 and the City of West Sacramento will each provide up to $2,450,000.
O. In consideration of the foregoing recitals, which are incorporated in the Agreement below as if fully recited therein, and the mutual covenants contained herein, the Parties hereto agree as follows:

**AGREEMENT:**

1. It is agreed by the Parties that RT, at no cost to RT beyond the proposed Project funding identified in Exhibit A, will oversee and manage the scope, schedule and budget of the overall Project, including all Project design and engineering work, and all efforts related to securing a SSGA from FTA. As the official Grantee of the SSGA from FTA, FTA expects that RT will manage the project from design through construction. Oversight of the Project will be provided through the Policy Steering Committee (PSC) and Project Management Team (PMT).

2. An estimate to undertake the Scope of Services has been reviewed and approved by the PMT. Costs are documented in the Scope of Services (Exhibit B). The costs in Exhibit B are expected to be sufficient to fund preparation of the Small Starts Grant application for the FTA, design the vehicle maintenance facility, and contract for specialty consultant services through December 31, 2017 in order to secure a SSGA from FTA.

3. Use of funds: RT will use the funding provided, up to the maximum amounts set forth in Exhibit B, exclusively for preparation of the Small Starts Grant application for the FTA, design of the vehicle maintenance facility, and specialty consultant services contracts for the Project, as set forth in the Estimates.

4. Payments for RT Staff and Consultant Costs: Cities must reimburse RT for past, current and future costs and expenses reasonably and necessarily incurred in performance of identified activities in connection with preparation of the Small Starts Grant application for the FTA, design of the vehicle maintenance facility, and contracts for specialty consultant services, including all direct and indirect overhead labor costs, travel for SSGA purposes, and other eligible indirect expenses. Any past eligible Project direct and indirect costs are eligible for reimbursement beginning May 1, 2014 when the Project received permission from FTA to enter into Project Development. Any Project work prior to this May 1, 2014 will not be reimbursed through this agreement. This reimbursement obligation is limited, however, to the amount identified Exhibit B. Cities recognize that they can elect under 23 CFR Section 140.907 to reimburse RT for all direct and indirect overhead labor/construction costs using Federal additive rates and agree to do so. RT’s scope of work and estimated amount of cost and expense to be incurred by RT and its consultants in connection with the preparation of the Small Starts Grant application for the FTA, design of the vehicle maintenance facility, and contracts for specialty consultant services are summarized in the Exhibit B. Application of federally-approved and Cities-accepted labor additive rates will apply to current or future costs and will not be retroactively applied to costs previously billed.

5. Payments for SACOG Staff Costs: Using the funds identified in Exhibit A and following the execution of this Interagency and Cost Reimbursement Agreement, SACOG may invoice RT for past, current and future qualified Project costs related to the Project. The reimbursement will be for actual costs and expenses reasonably and necessarily incurred by each agency in performance of required activities in connection with preparation of the Small Starts Grant
application from the FTA, design of the vehicle maintenance facility, and contracts for specialty consultant services, including all direct and indirect overhead labor costs, consultants, and other eligible indirect expenses. Any past eligible Project direct and indirect costs are eligible for reimbursement beginning May 1, 2014 when the Project received permission from FTA to enter into Project Development. Any Project work prior to this May 1, 2014 will not be reimbursed through this Agreement. This reimbursement obligation is limited, however, to the amount identified in Article 7.

6. RT will review all costs for accuracy before paying each invoice. In the event that the funding level for Exhibit A falls below $500,000, RT may elect to withhold future payments to these agencies in order to ensure RT costs are adequately funded until a similar project agreement or amendment providing additional funding is executed.

7. **Cities Contribution:** The City of Sacramento must reimburse RT for its actual costs, not to exceed $2,450,000 and the City of West Sacramento must reimburse RT for its actual costs, not to exceed $2,450,000, in accordance with Section 9 below, to be used exclusively for preparation of the Small Starts Grant application for the FTA, design of the vehicle maintenance facility, and contracts for specialty consultant services as outlined in the Scope of Services (Exhibit B). It is the intent of the Cities to contribute the remainder of the funds identified in Exhibit A to future phase(s) of the project.

8. **SACOG Invoicing:** On a monthly basis, SACOG will invoice RT for eligible staff time, expenses, or eligible consultant costs that has not yet been reimbursed. Amounts claimed must reflect the cost of completed work. SACOG will provide all supporting backup documentation for the cost incurred and claimed for reimbursement. Backup documentation is required to ensure accuracy of invoice and will be used for future FTA audits. Upon approval of each invoice, RT will pay SACOG for the costs within 60 days of receipt of invoice from each agency. If RT determines that any costs set forth in an invoice are not allowable or determines additional support documentation is necessary, RT must deliver written notice to SACOG identifying the disputed amounts and setting forth RT’s reasoning as to why such amounts are not allowable or are in question, and upon receipt of such notice from RT, SACOG and RT must use reasonable efforts to promptly resolve any such disputed amounts. RT may not delay payment of any undisputed amount. If RT fails to timely pay the undisputed amounts, SACOG may cease Project Development activities until such time as all past-due reimbursements are made.

9. **RT Invoicing:** On a monthly basis, RT will invoice City of Sacramento for 50% of the incurred cost and City of West Sacramento for 50% of the incurred cost, for RT staff time, indirect expenses, eligible consultant costs and approved invoices from SACOG that have not yet been reimbursed. Amounts claimed must reflect the cost of completed work, which has been paid for. RT will provide all supporting backup documentation for the cost incurred and claimed for reimbursement.

10. **Review, approval and payment of invoices:** In accordance with the California Prompt Payment Act, Government Code Sections 927 et seq, all undisputed invoices must be paid within 45 days of receipt of the invoice from RT. If Cities determine that any costs set forth in an invoice are not allowable, Cities must deliver written notice to RT identifying the disputed amounts
and setting forth Cities reasoning as to why such amounts are not allowable, and upon RT's receipt of such notice, Cities and RT must use reasonable efforts to promptly resolve any such disputed amounts. Cities may not delay payment of any undisputed amount. If either City fails to timely pay RT undisputed amounts, RT may cease Project Development activities until such time as all past-due reimbursements are made.

11. All work to be done hereunder by RT must be done by RT’s employees or RT’s contractor(s) as approved by the Parties.

12. Insurance: The Parties hereto agree RT, the Cities and SACOG are qualified self-insurers.

13. All applicable portions of Title 23, Code of Federal Regulations, Parts 646A, 646B and 140I are by reference incorporated herein and made a part hereof.

14. The records accounts of RT, the Cities and SACOG relating to the project must be open for inspection and audit by the Cities, RT, SACOG and by the State and/or Federal Government during normal business hours at each Parties headquarters for a period of three years from the date final payment from Cities is received by RT in connection with the Project.

15. There are no ascertainable net benefits, as defined by Federal Regulations, to RT from the Project and, consequently, there is no required RT sharing of the costs beyond RT's contribution as outlined in Exhibit A.

16. No alternation or variation of the terms of this Agreement is valid unless made by a formal amendment and executed by authorized representatives of the Parties hereto and no oral understanding or agreement not incorporated herein is binding on any of the Parties hereto.

17. Nothing within the provisions of this Agreement is intended to create duties or obligations or rights to third parties not a party to this Agreement or to affect the legal liability of the Party to this Agreement by imposing any standard of care different from the standard of care imposed by law.

18. This Agreement is effective as of the Effective Date shown on the front page of this Agreement and when fully signed and executed by all Parties' authorized signatories. Each party hereto represents and warrants that the person executing this Agreement on behalf of such party has full power and authority to enter into this Agreement.

19. This Agreement inures to the benefit of and is binding upon the successors and assigns of RT, the Cities and SACOG.

20. This Agreement terminates upon completion of the work performed by RT and its consultants pursuant to Section 1, or 24-months from the Effective Date of this Agreement, whichever is earlier in time.

21. Any party to this agreement may terminate this Agreement for any reason, with or without cause, at any time, by giving the other parties 45 days advance written notice. The notice will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail,
certified, return receipt requested, addressed to the other parties at the address indicated in Section 19.

22. Upon termination, RT will send the final invoice for eligible work completed up to the date of the termination in accordance with Section 7 above and the Cities must reimburse RT in accordance with Section 10 above.

23. Representatives: The representatives of the parties to this agreement are, as follows:

Sacramento Regional Transit District  
Attn: Ed Scofield  
Director, Project Management  
2811 O Street  
Sacramento, CA  95812

Sacramento Area Council of Governments  
Attn: John Valsecchi  
Project Manager  
1415 L Street, Suite 300  
Sacramento, CA  95814

City of West Sacramento  
Attn: Rafael Martinez  
CIP/Transportation Manager  
Public Works Department  
1110 West Capitol Avenue, 1st floor  
West Sacramento, CA  95691

City of Sacramento  
Sacramento City Hall  
Attn: Adam Randolph, PE  
Senior Engineer  
Department of Public Works  
915 I Street, Suite 200  
Sacramento, CA  95814

24. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.
IN WITNESS WHEREOF, the Parties have caused these presents to be executed in duplicate, by their officers’ thereunto duly authorized, as of the day and year first above written.

CITY OF SACRAMENTO

By: _____________________________
    Howard Chan
    City Manager

Approved as to Content:
CITY OF SACRAMENTO

By: _____________________________
    Hector Barron
    Interim Public Works Director

Approved as to Legal Form:
CITY OF SACRAMENTO

By: _____________________________
    James Sanchez
    City Attorney

SACRAMENTO REGIONAL TRANSIT DISTRICT

By: _____________________________
    Henry Li
    General Manager/CEO

Approved as to Content:
SACRAMENTO REGIONAL TRANSIT DISTRICT

By: _____________________________
    Neil Nance
    VP, Strategic Planning and System Development

Approved as to Legal Form:
SACRAMENTO REGIONAL TRANSIT DISTRICT

By: _____________________________
    Tim Spangler
    RT Attorney

CITY OF WEST SACRAMENTO

By: _____________________________
    Martin Tuttle
    City Manager

Approved as to Content:
CITY OF WEST SACRAMENTO

By: _____________________________
    Kryss Rankin
    City Clerk

Approved as to Legal Form:
CITY OF WEST SACRAMENTO

By: _____________________________
    Jeffrey Mitchell
    City Attorney

SACRAMENTO AREA COUNCIL OF GOVERNMENTS

By: _____________________________
    James Corless
    Chief Executive Officer

Approved as to Content:
SACRAMENTO AREA COUNCIL OF GOVERNMENTS

By: _____________________________
    Barbara Vaughanbechtold
    Associate Analyst

Approved as to Legal Form:
SACRAMENTO AREA COUNCIL OF GOVERNMENTS

By: _____________________________
    Renee Sloan Holtzman Sakai, LLP
    Legal Counsel to SACOG
EXHIBIT A
PROPOSED FUNDING FOR PROJECT INCLUDING DESIGN, ENGINEERING, CONSTRUCTION, AND VEHICLE PROCUREMENT

Total Project Cost (Starter line+ Riverfront Alignment+ LRT Extension to Raley Field +LRT relocation from K Street to H Street

Dollars in Millions

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*RT contribution subject to RT Board approval. Further, RT may elect to seek an alternative funding source.

**County of Sacramento contribution subject to Sacramento County Board approval.

***Budget now includes $9,800,000 in early environmental and design costs previously shown outside the $200 million budget. This is an administrative change that does not change the overall Project budget.
EXHIBIT B
SCOPE OF SERVICES THROUGH DECEMBER 31, 2017

A. Staff time and consultant support for pending tasks including: 1) support for SSGA risk assessment by FTA; 2) preparation of SSGA submittal for re-rating; 3) securing of funding commitments; 4) securing of utility agreements; 5) securing of Caltrans encroachment permit; 6) securing of TPSS ROW; 7) supporting financial assessment by FTA; 8) supporting readiness review by FTA; 9) refining scope, schedule, and cost review; 10) requesting SSGA; 11) preparing Small Starts templates for Standard Cost Categories and Financial Plan; 12) support for re-rating by FTA; 13) support for grant application evaluation by FTA; 14) support for DOL certification by FTA; 15) support for Civil Rights review by FTA; 16) support for ADA certification by FTA; 17) support for SSGA review and approval by FTA; 18) support for Congressional approval of SSGA; 19) Provide continuing project support and management to advance the project

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<tr>
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B. Consultant Services and staff support for VMF Design

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C. Consultant Services and staff support for project Controls and constructability support

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D. Safety consultant services for construction

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E. Safety consultant services for certification

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F. Marketing consultant and staff support for O&M budget projections

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G. Legal services and staff support for Riverfront JPA and incorporation of Streetcar Inc.

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TOTAL $4,900,000