

<b>REQUEST FOR COUNCIL ACTION</b> CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) 3000004972
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Public Works/Engineering-ROW	DATE: 04/10/2012
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SUBJECT: GENESEE AVENUE/INTERSTATE-5 OVERCROSSING –COOPERATIVE AGREEMENT (Contribution Only) WITH CALTRANS

PRIMARY CONTACT (NAME, PHONE): Marnell Gibson,619-533-5213	SECONDARY CONTACT (NAME, PHONE): Brad Johnson, 619-533-5120
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**COMPLETE FOR ACCOUNTING PURPOSES**

FUND	400080				
DEPT / FUNCTIONAL AREA	OTHR-00000000-TR				
ORG / COST CENTER	2113120013				
OBJECT / GENERAL LEDGER ACCT	512025				
JOB / WBS OR INTERNAL ORDER	S-00839.06.01.02				
C.I.P./CAPITAL PROJECT No.					
AMOUNT	\$2,500,000.00	0.00	0.00	0.00	0.00

FUND					
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER					
OBJECT / GENERAL LEDGER ACCT					
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

**COST SUMMARY (IF APPLICABLE):**

**ROUTING AND APPROVALS**

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	Equal Opportunity Contracting	ORIG DEPT. Nagelvoort, James	4/13/2012
Facilities Financing	Grants Administration	CFO	
Liaison Office		DEPUTY CHIEF	
Financial Management		COO	
Comptroller		CITY ATTORNEY	
		COUNCIL PRESIDENTS OFFICE	

PREPARATION OF:     RESOLUTIONS     ORDINANCE(S)     AGREEMENT(S)     DEED(S)

1. Authorizing the Mayor or his designee to execute a Cooperative Agreement (Contribution Only) with Caltrans for the purpose of transferring obligation authority for Federal High Priority Project Funds for the funding of the

<p>construction of the Genesee Avenue/Interstate-5 Overcrossing Project, WBS S-00839; and</p> <p>2. Authorizing the expenditure of \$2,500,000 from WBS S-00839, Genesee Avenue/Interstate-5 Overcrossing, Fund 400080, North University City FBA, for the purpose of funding the Cooperative Agreement (Contribution Only) with Caltrans; and</p> <p>3. Stating for the record that the City of San Diego as Responsible Agency under CEQA has reviewed and considered the Mitigation Negative Declaration prepared by the State of California Department of Transportation and directing the City Clerk to file a Notice of Determination; and</p> <p>4. Adopting the Mitigation, Monitoring, and Reporting Program.</p>	
<p>STAFF RECOMMENDATIONS: Adopt the resolutions.</p>	
<p>SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)</p>	
COUNCIL DISTRICT(S):	1
COMMUNITY AREA(S):	University City
ENVIRONMENTAL IMPACT:	The City of San Diego as Responsible Agency under CEQA has reviewed and considered the Mitigated Negative Declaration / Environmental Assessment with finding of No Significant Impact and the Mitigation, Monitoring, and Reporting Program prepared by the State of California Department of Transportation (SCH No. 2010091064) dated June 29, 2011 covering this activity.
CITY CLERK INSTRUCTIONS:	Upon Mayoral approval, please return one copy of executed Council Action and a copy of the resolution to Louis Schultz, Public Works – E&CP, Right of Way Division, MS908A

**COUNCIL ACTION  
EXECUTIVE SUMMARY SHEET  
CITY OF SAN DIEGO**

DATE: 04/10/2012

ORIGINATING DEPARTMENT: Public Works/Engineering-ROW

SUBJECT: GENESEE AVENUE/INTERSTATE-5 OVERCROSSING –COOPERATIVE AGREEMENT (Contribution Only) WITH CALTRANS

COUNCIL DISTRICT(S): 1

CONTACT/PHONE NUMBER: Marnell Gibson/619-533-5213

**DESCRIPTIVE SUMMARY OF ITEM:**

Authorizing the Mayor or his designee to enter into a Cooperative Agreement (Contribution Only) with Caltrans to fund the construction of the Genesee Avenue/Interstate-5 Overcrossing Project.

**STAFF RECOMMENDATION:**

Adopt the resolutions.

**EXECUTIVE SUMMARY OF ITEM BACKGROUND:**

On February 9, 2004, the City entered into a Cooperative Agreement with Caltrans for the preparation of the environmental document for improvements to the Genesee Avenue/Interstate-5 Overcrossing. On November 9, 2011 the City entered into a Cooperative Agreement with Caltrans to utilize Caltrans' design resources in conjunction with City's design consultant in order to complete the project design which is now in Final Design Phase.

This Cooperative Agreement (Contribution Only) with Caltrans is necessary so that Caltrans has the required funding in order to advertise and award the construction contract. The City will transfer obligational authority to Caltrans so they can encumber the \$1,600,000 of Federal High Priority Programs (HPP) funds and the City will contribute \$2,500,000 of Facilities Benefit Assessment (FBA) funds for construction of the project.

**FISCAL CONSIDERATIONS:**

\$2,500,000 is available to fund the Cooperative Agreement (Contribution Only)with Caltrans and the funds are within the existing project CIP budget, North University City Facilities Benefit Assessment.

Federal discretionary High Priority Programs funding (HPP) in the amount of \$1,600,00 was approved for the Genesee Avenue/Interstate-5 Overcrossing. These funds are considered agency funds. This Cooperative Agreement (Contribution Only)will transfer the obligational authority of the identified funds to Caltrans.

**EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):**

This agreement is not subject to the City's Equal Opportunity (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708). This agreement is subject to the City's Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517)

**PREVIOUS COUNCIL and/or COMMITTEE ACTION:**

Council approved a Cooperative Agreement (R-298854) with Caltrans for the preparation of the project environmental document. Amendments to the environmental document cooperative agreement with Caltrans were executed by (O-19817) and (R-305607). A Cooperative Agreement (R-307083) was approved for the design of the project. This item will be brought forward to the Land Use and Housing Committee.

**COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:**

Outreach was conducted as part of the Project Study Report in 2004. Project design team meetings have been held including UCSD, Scripps Hospital, Caltrans and SANDAG representatives. Milestone updates have been provided with the North University Planning Group. The Project Environmental Document was subject to a 30 day public review beginning September 23rd, 2010. The environmental document was certified on June 29, 2011.

**KEY STAKEHOLDERS AND PROJECTED IMPACTS:**

University of California, San Diego; Scripps Hospital La Jolla; North University Planning Group; Caltrans; SANDAG

Nagelvoort, James

Originating Department

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Deputy Chief/Chief Operating Officer

## **COOPERATIVE AGREEMENT Contribution Only**

This agreement, effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of San Diego, referred to as CITY.

### **1. RECITALS**

1.1. CALTRANS and CITY, collectively referred to as PARTNERS, are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per Streets and Highways Code sections 114 and 130.

1.2. CALTRANS is reconstructing the interchange and replacing the overcrossing on Interstate 5 at Genesee Avenue, in San Diego County, referred to as PROJECT:

For the purpose of this Agreement, the "Replacement of Genesee Overcrossing on I-5, reconstruction of interchanges, widening of ramps, and the construction of a Class 1 bike facility from Roselle Street to Voigt Drive in San Diego County" will be referred to as PROJECT. All responsibilities assigned in this Agreement to complete Construction Phase activities of PROJECT will be referred to as OBLIGATIONS.

1.3. CITY intends to contribute funds to complete OBLIGATIONS.

1.4. PARTNERS now define in this agreement the terms and conditions of this contribution.

### **2. SCOPE RESPONSIBILITIES**

2.1. CALTRANS is SPONSOR for OBLIGATIONS. As SPONSOR, CALTRANS accepts the obligation to secure financial resources to fully fund and complete OBLIGATIONS including any additional funds beyond those committed in this agreement necessary to complete OBLIGATIONS or settle claims.

2.2. CALTRANS is IMPLEMENTING AGENCY for OBLIGATIONS. As IMPLEMENTING AGENCY, CALTRANS will manage the scope, cost, and schedule of OBLIGATIONS to ensure its completion.

2.3. CALTRANS is responsible for all OBLIGATIONS.

### 3. FINANCIAL RESPONSIBILITIES

- 3.1. CITY is a FUNDING PARTNER contributing a fixed dollar amount, as shown in the attached Funding Summary (Attachment 1), to complete OBLIGATIONS.
- 3.2. Federal discretionary High Priority Programs funding (HPP) in the amount of \$1,600,000 was approved for I-5/Genesee (PROJECT). These funds are considered local agency funds. In order for a local agency to transfer the obligational authority of the earmarked funds to another agency, such as CALTRANS, a Contribution Agreement is required. CITY desires to transfer its obligational authority for the \$1,600,000 in HPP funds so that the funds can be used for the construction of PROJECT.
- 3.3. CITY desires to make a one-time lump sum contribution of North University City Facilities Benefit Assessment Funds (FBA) in the amount of \$2,500,000 for the construction of PROJECT.
  - 3.3.1 CALTRANS will invoice CITY for \$2,500,000 upon execution of this Agreement.
  - 3.3.2 CITY will pay CALTRANS within 45 calendar days of receipt of invoice.
- 3.4. CALTRANS will administer all federal funds contributed by CITY.

### 4. GENERAL CONDITIONS

- 4.1. All obligations of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
- 4.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this agreement.

It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS under this agreement.

- 4.3. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority, or jurisdiction conferred upon CITY under this agreement.

It is understood and agreed that CITY will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this agreement.

- 4.4. This agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding or writings pertaining to OBLIGATIONS.
- 4.5. This agreement will terminate upon CALTRANS' receipt of full payment. However, all indemnification provisions will remain in effect until terminated or modified in writing by mutual agreement.

## 5. DEFINITIONS

- 5.1. **FUNDING PARTNER** – A partner who commits a defined dollar amount.
- 5.2. **IMPLEMENTING AGENCY** – The partner responsible for managing the scope, cost, and schedule of a project component to ensure completion of that component.
- 5.3. **PARTNERS** – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one partner's individual actions legally bind the other partners.
- 5.4. **PROJECT** – An individual facility for, or improvement to, the SHS; specifically reconstruction of interchange on Interstate 5 at Genesee Avenue, in San Diego County.
- 5.5. **PROJECT COMPONENT** – A group of related activities or tasks resulting in a milestone. Components of a CALTRANS PROJECT include: project management (PM); project initiation (PID); project approval and environmental document (PA&ED); plans, specifications, and estimate (PS&E); right of way (R/W); and CONSTRUCTION. (Also known as a PROJECT phase.)
- 5.6. **SHS (State Highway System)** – All highways and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.
- 5.7. **SPONSOR** – The partner that accepts the obligation to secure financial resources to fully fund OBLIGATIONS. This includes any additional funds beyond those committed in this agreement necessary to complete the full scope of OBLIGATIONS defined in this agreement or settle claims.

5.8. OBLIGATIONS – All responsibilities assigned in this Agreement to complete Construction Phase activities of PROJECT.

6. Points of Contact:

6.1 CALTRANS Point of Contact:

Arturo Jacobo, Project Manager  
4050 Taylor Street  
San Diego, CA 92110  
Tel: (619) 688-6816  
Email: [Arturo.jacobo@dot.ca.gov](mailto:Arturo.jacobo@dot.ca.gov)

6.2 CITY Point of Contact:

Brad Johnson, Project Manager  
600 B Street, M.S. 908A  
San Diego, CA 92101  
Tel: (619) 533-5120  
Email: [bjohnson@sandiego.gov](mailto:bjohnson@sandiego.gov)

**SIGNATURES**

PARTNERS declare that:

1. Each partner is an authorized legal entity under California state law.
2. Each partner has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

CITY OF SAN DIEGO

By: \_\_\_\_\_ Date: \_\_\_\_\_  
LAURIE BERMAN  
District Director

By: \_\_\_\_\_ Date: \_\_\_\_\_  
JERRY SANDERS  
City Mayor

CERTIFIED AS TO FUNDS:

APPROVED AS TO FORM:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Marlene Davis  
District Budget Manager

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jan Goldsmith  
City Attorney

### FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type	CONSTRUCTION
FEDERAL	CITY	Demo	\$1,600,000
LOCAL	CITY	Local	\$2,500,000
		Subtotals by Component	\$4,100,000

Attachment 1