

001567

REQUEST FOR COUNCIL ACTION
CITY OF SAN DIEGO

1. CERTIFICATE NUMBER (FOR AUDITOR'S USE) 01/08
D/A 103

TO: CITY ATTORNEY

2. FROM (ORIGINATING DEPARTMENT):
ENGINEERING & CAPITAL PROJECTS

3. DATE: October 17, 2007

4. SUBJECT:
EXTENSION OF COOPERATIVE AGREEMENT FOR CONSTRUCTION OF AUXILIARY LANES ON INTERSTATE 15

5. PRIMARY CONTACT (NAME, PHONE, & MAIL STA.)
Larry Van Wey, 533-3005, MS 612

6. SECONDARY CONTACT (NAME, PHONE, & MAIL STA.)
Brad Jacobsen, 533-3005, MS 612

7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED

8. COMPLETE FOR ACCOUNTING PURPOSES

FUND			
DEPT.			
ORGANIZATION			
OBJECT ACCOUNT			
JOB ORDER			
C.I.P. NUMBER			
AMOUNT			

9. ADDITIONAL INFORMATION / ESTIMATED COST:

None with this action

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIG. DEPT	<i>[Signature]</i>	11/9/07	8	DEPUTY CHIEF	<i>[Signature]</i>	12/16/07
2	EAS	<i>[Signature]</i>	11/14/07	9	COO	- Not required -	
3	EOCP- EXEMPT			10	CITY ATTORNEY	<i>[Signature]</i>	12/14/07
4	COUNCIL LIAISON OFFICE	<i>[Signature]</i>	11/16/07	11	ORIG. DEPT	<i>[Signature]</i>	12/17/07
5	FACILITIES FINANCING	<i>[Signature]</i>	11/20/07		DOCKET COORD:	<i>[Signature]</i>	
6	FINANCIAL MANAGEMENT	<i>[Signature]</i>	12/4/07		COUNCIL PRESIDENT	<input type="checkbox"/> SPOB <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> ADOPTION	
7	AUDITOR	<i>[Signature]</i>	12/10/07		COUNCIL DATE:	1/8/08	

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

Authorizing the Mayor to execute an amendment to a Cooperative Agreement with Caltrans for the construction of auxiliary lanes on Interstate 15, extending the termination date of the Agreement to December 31, 2008.

11A. STAFF RECOMMENDATIONS:

Approve the resolution

12. SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION.)

COUNCIL DISTRICT(S): 1, 5

COMMUNITY AREA(S): Rancho Bernardo, Carmel Mountain Ranch, Rancho Peñasquitos

ENVIRONMENTAL IMPACT: This activity is covered under the I-15 Managed Lanes Final IS/EA and MND, SCH#2002101112. The activity is adequately addressed in the environmental document and there is no change in circumstance, additional information, or project changes to warrant additional environmental review. Because the prior environmental documents adequately covered this activity as part of the previously approved project, the activity is not a separate project for purposes of CEQA review, Guidelines Section 15060(c)(3).

HOUSING IMPACT: N/A

OTHER ISSUES: None

EXECUTIVE SUMMARY SHEET

DATE ISSUED: October 17, 2007 REPORT NO.: n/a (1472)
ATTENTION: Council President and City Council
ORIGINATING DEPARTMENT: Engineering and Capital Projects
SUBJECT: Extension of a Cooperative Agreement for the Construction of Auxiliary
Lanes on Interstate 15
COUNCIL DISTRICT(S): 1, 5
CONTACT/PHONE NUMBER: Brad Jacobsen, 619 533 3045

REQUESTED ACTION:

Council authorization for the Mayor to execute an amendment to a Cooperative Agreement with Caltrans for the construction of auxiliary lanes on Interstate 15, extending the termination date of the Agreement to December 31, 2008

STAFF RECOMMENDATION:

Staff recommends Council approval of the resolution.

EXECUTIVE SUMMARY:

On January 26, 2005, the City and Caltrans entered into an Agreement with Caltrans for the construction of auxiliary lanes on Interstate 15 as part of the I-15 Managed Lanes project. The locations of the auxiliary lanes are: from Carmel Mountain Road to Camino del Norte (two northbound lanes); from Bernardo Center Drive to Rancho Bernardo Road (two northbound lanes); and from Bernardo Center Drive to Camino del Norte (one southbound lane). The termination date for this Agreement is December 31, 2007.

Caltrans is requesting that the termination date for this Agreement be extended to cover project completion. The termination date for the Agreement would be extended to December 31, 2008, (a 1-year extension).

FISCAL CONSIDERATIONS:

None with this action

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

Council approved the Cooperative Agreement to fund the construction of the auxiliary lanes on January 26, 2005.

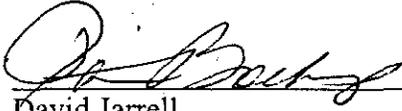
COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

N/A

001570

KEY STAKEHOLDERS & PROJECTED IMPACTS:

Caltrans is the key stakeholder in this action.



WBS

David Jarrell
Interim Director,
Engineering & Capital Projects



Richard F. Haas
Deputy Chief of Public Works

RESOLUTION NUMBER R-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING AN EXTENSION OF A COOPERATIVE AGREEMENT WITH CALTRANS FOR CONSTRUCTION OF AUXILIARY LANES ON INTERSTATE 15 IN THE RANCHO BERNARDO, CARMEL MOUNTAIN RANCH, RANCHO PENASQUITOS COMMUNITY PLANNING AREAS.

BE IT RESOLVED, by the Council of the City of San Diego, as follows:

1. That the Mayor be and he is hereby authorized and empowered to execute, for and on behalf of said City, an agreement with Caltrans, for the construction of auxiliary lanes on Interstate 15, extending the termination date of the Agreement to December 31, 2008 under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. RR _____.

BE IT FURTHER RESOLVED, that this activity is covered under the I-15 Managed Lanes Final IS/EA and MND, SCH#2002101112. The activity is adequately addressed in the environmental document and there is no change in circumstance, additional information, or project changes to warrant additional environmental review. Because the prior environmental documents adequately covered this activity as part of the previously approved project, the activity is not a separate project for purposes of CEQA review, Guidelines Section 15060(c)(3).

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By



Peter A. Mesich
Deputy City Attorney

PAM:cfq
12/12/07
Or.Dept:E&CP
R-2008-519

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of _____.

ELIZABETH S. MALAND
City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

11-SD-15
KP 35.4/38.7
EA 11-080944
Agreement No. 11-0615/A1
I-15 Improvements
Time Extension

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT, ENTERED INTO EFFECTIVE ON _____, 2007, is between the **STATE OF CALIFORNIA**, acting by and through its Department of Transportation, referred to herein as "**STATE**",

and the City of San Diego, a body politic and a municipal corporation of the State of California, referred to herein as "**CITY**".

RECITALS

1. The parties hereto entered into an Agreement (Document No. 016051, District Agreement Number 11-0615) on January 26, 2005, said Agreement stated STATE contemplates the construction of managed lanes on Interstate 15, referred to herein as "PROJECT". The said Agreement stated that the CITY desires to assist by funding the construction of two northbound auxiliary lanes of PROJECT referred to as IMPROVEMENTS. Said Agreement defines the terms and conditions of which said IMPROVEMENTS are to be constructed, maintained and financed.
2. It has been determined that the IMPROVEMENTS will not be completed prior to the termination date of said Agreement

IT IS THEREFORE MUTUALLY AGREED

1. The termination date specified in Section III, Article 6 of the original Agreement is now December 31, 2008, instead of December 31, 2007.
2. Section III, Article 1 of the original Agreement is replaced in its entirety with the following article:
 - "1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by the California Transportation Commission (CTC).

3. Section III, Article 4 of the original Agreement is replaced in its entirety with the following article:

“4. Neither STATE 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 and arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.”

4. Section III, Article 5 of the original Agreement is replaced in its entirety with the following article:

“5. 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 STATE under or in connection with any work, authority or jurisdiction conferred upon STATE and arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.”

- 5. All other terms and conditions of said Agreement (Document No. 016051) as revised by this Amendment No. 1 shall remain in full force and effect.
- 6. This Amendment No. 1 to Agreement No. 11-0615 is hereby deemed to be a part of Document No. 016051.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CITY OF SAN DIEGO

Will Kempton
 Director of Transportation

By: _____
 Deputy District Director

By: _____
 Mayor

Approved as to Form and Procedure:

By: 
 Attorney
 Department of Transportation

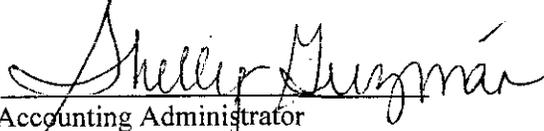
By: _____
 City Attorney

Certified as to Funds:

By: _____
 District Budget Manager BK _____

By: _____
 City Clerk

Certified as to Financial Terms and Conditions:

By: 
 Accounting Administrator

ORIGINAL

11-SD-15
 K.P. M 35.4/M 38.7
 EA 11-080944
 Agreement No. 11-0615
 I-15 Improvements

CONTRIBUTION AGREEMENT

THIS AGREEMENT, ENTERED INTO, EFFECTIVE ON January 26, 2005, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and

CITY OF SAN DIEGO, a municipal corporation of the State of California, referred to herein as "CITY".

RECITALS

1. STATE and CITY, pursuant to Streets and Highways Code section 130, are authorized to enter into a Cooperative Agreement for improvements to State highways within the City of San Diego.
2. STATE contemplates the construction of managed lanes in San Diego County on State Route 15, approximately 0.9 KM north of Poway Road Overcrossing to 0.6 KM north of Clarence Lane Undercrossing commonly referred to as "Managed Lanes, Middle Segment" but referred to herein as "PROJECT".
3. CITY desires to assist by funding the construction of two north bound auxiliary lanes on PROJECT from Carmel Mountain Road to Camino del Norte and from Bernardo Center Drive to Rancho Bernardo, and a south bound auxiliary lane from Bernardo Center Drive to Camino del Norte, referred to herein as IMPROVEMENTS, by paying a lump sum amount of \$3,263,285 toward the cost of those IMPROVEMENTS.
4. The parties hereto intend to define herein the terms and conditions under which IMPROVEMENTS are to be constructed, financed, and maintained.

DOCUMENT NO. RR-300369

FILED MAY 03 2005
 OFFICE OF THE CITY CLERK
 SAN DIEGO, CALIFORNIA

016051

SECTION I

STATE AGREES:

1. To construct IMPROVEMENTS as a part of PROJECT.
2. To submit a billing to CITY in the amount of \$3,263,285, which figure represents CITY's total lump sum contribution towards the cost of IMPROVEMENTS to be performed by STATE, as shown in Exhibit A, attached to and made a part of this Agreement.
3. STATE point of contact:

Gustavo Dallarda, Project Manager
2829 Juan St. M/S 27
San Diego, CA 92110
(619) 688-6738

SECTION II

CITY AGREES:

1. To deposit with STATE within twenty-five (25) days of receipt of billing, the amount of \$3,263,285, which figure represents the lump sum total amount of CITY's contribution towards the cost of IMPROVEMENTS to be performed by STATE, as shown in Exhibit A and pursuant to this Agreement.
2. CITY contact:

Larry Van Wey, Caltrans Coordinator
1010 Second Avenue
San Diego, CA 92101-4904
(619) 533-3005

SECTION IIIIT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of resources by the California Transportation Commission.
3. Nothing in the provision of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of any party to the Agreement by imposing any standard of care with respect to the maintenance of State highways different from the standard of care imposed by law.
4. Neither STATE 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 CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code section 895.4, CITY shall fully defend, indemnify and save harmless the State of California, all officers and employees from all claims, suits or actions of every name, kind and description brought for on account of injury (as defined in Government Code section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
5. Neither CITY 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 STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code section 895.4, STATE shall fully defend, indemnify and save harmless CITY from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement.

6. This Agreement shall terminate upon completion and acceptance of the construction contract for PROJECT by STATE or on December 31, 2007, whichever is earlier in time.

STATE OF CALIFORNIA
Department of Transportation

CITY OF SAN DIEGO

WILL KEMPTON
Director

By *[Signature]*
City Manager

By *Allen Kang*
Deputy District Director

By *Jeremy Jung*
Deputy City Attorney
Jeremy Jung

Certified as to funds

for By *Richard A. Huebner*
District Budget Manager BK *[initials]*

Approved as to form and procedure

By *William B. [Signature]*
Attorney
Department of Transportation

Certified as to procedure

for By *Allene Mady*
Accounting Administrator

**Expenditure Funding Plan
Agreement # 11-0615
City of San Diego**

I-15 Improvements Exhibit A	
Construction Capital	EA-808944
NB Aux Lane - from Carmel Mtn Rd to Camino Del Norte	\$ 1,240,000
NB Aux Lane - from Bernardo Center Drive to Rancho Bernardo	\$ 980,000
SB Aux Lane - from Bernardo Center Drive to Camino Del Norte	\$ 1,043,285
Total Construction from City of San Diego	\$ 3,263,285

RESOLUTION NUMBER R- 300369ADOPTED ON MAY 03 2005A RESOLUTION AUTHORIZING THE CONTRIBUTION
AGREEMENT WITH CALTRANS FOR CONSTRUCTION OF
IMPROVEMENTS ON INTERSTATE 15.

BE IT RESOLVED, by the Council of the City of San Diego, that the City Manager is authorized and empowered to execute, for and on behalf of said City, an agreement with the California Department of Transportation [Caltrans], whereby the City is to contribute to Caltrans an amount not to exceed \$3,263,285 under the terms and conditions set forth in the Contribution Agreement No. 11-0615, on file in the Office of the City Clerk as Document No. RR- 300369, for the construction of auxiliary lanes on Interstate 15.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to establish an interest-bearing fund, Fund 63016, Developers' Deposits - Caltrans.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to accept the amount of \$801,782 from Starwood Development and to deposit said amount into CIP No. 52-748.0, *Auxiliary Lanes on I-15 in Rancho Bernardo and Carmel Mountain Ranch*, Fund 63016, Developers' Deposits - Caltrans.

BE IT FURTHER RESOLVED, that the Fiscal Year 2005 Capital Improvements Program Budget is amended by adding CIP No. 52-748.0, *Auxiliary Lanes on I-15 in Rancho Bernardo and Carmel Mountain Ranch*.

BE IT FURTHER RESOLVED, that the Fiscal Year 2005 Capital Improvements Program Budget for CIP No. 52-748.0, *Auxiliary Lanes on I-15 in Rancho Bernardo and Carmel Mountain Ranch* is amended by increasing the budget by \$3,236,285.

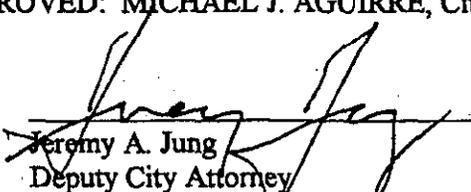
BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to

appropriate and expend an amount not to exceed \$3,263,285 from CIP No. 52-748.0, Auxiliary Lanes on I-15 in Rancho Bernardo and Carmel Mountain Ranch as follows: \$801,782 in Fund 63016, Developers' Deposits -Caltrans; \$1,355,198 in Fund 10603, Carmel Mountain Ranch I-15/SA680 Contribution; \$959,461 in Fund 10586, Bernardo Center Drive Interchange; and \$146,844 in Fund 63022, I-15 Improvements (Starwood Development and Santa Fe Valley Partners), for the purpose of contributing to the construction of improvements on Interstate 15, provided that the City Auditor and Comptroller has first certified that said funds are on deposit in the City Treasury.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized, upon advice from the administering department, to transfer excess funds, if any, to the appropriate reserves.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By


Jeremy A. Jung
Deputy City Attorney

JAJ:jc:pev
03/28/05
Aud.Cert.: AC 2500847
Or.Dept: E&CP
R-2005-997

Passed and adopted by the Council of San Diego on May 3, 2005 by the following vote:

YEAS: PETERS, ATKINS, YOUNG, MAIENSCHIN, FRYE, MADAFFER, MAYOR MURPHY.

NAYS: NONE.

NOT PRESENT: ZUCCHET, INZUNZA.

VACANT: NONE.

AUTHENTICATED BY:

DICK MURPHY
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By: Manuel E. Ketcham, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. R-300369, passed and adopted by the Council of The City of San Diego, California on May 3, 2005.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By: _____, Deputy
Manuel E. Ketcham