



AGENDA

MEASURE A – INDEPENDENT TAXPAYERS OVERSIGHT COMMITTEE

SACRAMENTO TRANSPORTATION AUTHORITY
431 I STREET, SUITE 106
SACRAMENTO, CALIFORNIA

THURSDAY

JUNE 2, 2011

4:00 P.M.

MEMBERS: MATTHEW KELLY; JOHN van BERKEL (Chair); MAUREEN ZAMARRIPA (Vice Chair);
JULIE VALVERDE; BRIAN WILLIAMS; JIMMIE YEE

1. **Call to Order / Introductions**
2. **Comments from the Public Regarding Matters Not on the Agenda**
3. **Status Report of Measure A Capital Projects, 3rd Quarter FY 2010-11 ***
4. **Status Report of Measure A On-going Programs, 3rd Quarter FY 2010-11 ***
5. **Review Pace of Expenditures For Measure A On-Going Programs with Specified Entities ***
 - City of Citrus Heights
 - City of Rancho Cordova
 - City of Sacramento
6. **Cumulative FY 2010-11 Measure A Revenue Report ***
7. **FY 2011-12 STA Budget ***
8. **Contract for Independent Auditing Services, FY 2010-11 ***
9. **Comments from Committee Members**

* *Staff report and associated materials can be viewed or downloaded at www.sacta.org
For a paper copy of all associated materials, please contact Gloria Busby: 916-323-0897; gloria@sacta.org*

MEASURE A INDEPENDENT TAXPAYERS OVERSIGHT COMMITTEE

June 2, 2011
Item # 3

Subject: Status Reports of Measure A Capital Projects, 3rd Quarter FY 2010-11

Recommendation

Receive and file status reports of active Measure A capital projects.

Discussion

Status reports of Measure A *capital* projects currently in progress are attached hereto. The reports provide an overview of the delivery and construction status for each of the “active” Measure A capital projects effective March 31, 2011. The project summaries were prepared by the project managers at the responsible local agencies, and reviewed by STA staff.

The status reports are preceded by a cumulative one-page summary (green) of the allocation and expenditure progress of pay-go revenues and Measure A bond proceeds (Series 2009) for all active capital projects. The summary sheet is current through May 24.

Attachments

Staff Contact: *Lisa Chandler*

SACRAMENTO TRANSPORTATION AUTHORITY
New Measure A Capital Projects - Series 2009
FY 10/11
Status through 5/24/11

Sponsor	Project	Capital Project Allocation (FY 09/10 & FY 10/11)	Total Expended through mm/dd/yy	Balance Remaining	Project Phase
County	Bradshaw Road: Calvine - Old Placerville Road	\$ 4,569,000	\$ 4,569,000	\$ -	In Construction
	Hazel Ave: County Line - Folsom Blvd (I)	15,243,000	11,687,749	3,555,251	In Construction
	Madison Ave: Watt - Greenback Lane	492,000	412,154	79,846	Enviromental
	South Watt / Elk Grove-Florin Road	173,000	87,588	85,412	Design completed
	Watt Ave / US 50 Bus / Carpool Lanes	2,577,000	563,247	2,013,753	EIR Completed
Caltrans	US 50 Bus / Carpool Lanes	18,508,000	14,593,837	3,914,163	In Construction
Caltrans	I 80 Bus / Carpool Lanes	500,000	483,162	16,838	Planning
Sacramento	Downtown Intermodal Station	28,209,000	15,347,279	12,861,721	EIR Completed
Rancho Cordova	Folsom Blvd Streetscape (Bradshaw to Sunrise)	4,254,000	451,958	3,802,042	-
Citrus Heights	Antelope Road: Roseville Rd - Auburn Blvd	480,000	-	480,000	-
	Sunrise Blvd: Placer County - Madison Ave	1,614,000	154,017	1,459,983	-
Galt	Central Galt Interchange	6,161,000	2,582,167	3,578,833	-
Regional Transit	Downtown Natomas Airport LRT Ext	35,728,000	27,978,058	7,749,942	In Construction
	South Sacramento LRT Corridor Phase II	12,967,000	1,525,888	11,441,112	In Design
Connector JPA	I-5 / SR 99 US 50 Connector <small>(Capital Southeast Connector expenditures & balance remaining include "Pay Go")</small>	5,116,000	3,666,561	1,449,439	Planning
		\$ 136,591,000	\$ 84,102,665	\$ 52,488,335	

This report includes the reallocations per the 10/14/10 Board meeting

**New Measure A Project Status Report
Quarter Ending March 31, 2011**

Project: **Hazel Avenue – Phase 1
County Line to Folsom Boulevard**

Design, engineering, environmental clearance, Right of Way acquisition, and construction to widen the segment between US 50 and Madison Avenue—including the American River Bridge—from four lanes to six lanes

Sponsoring Agency: **Sacramento County**
Project Manager: **Stephen White, Senior Civil Engineer**
Status Report Date: **April 11, 2011**

Project Status:

Project's inception date was July 1998. NEPA and CEQA environmental clearance for the widening from Folsom Boulevard to Madison Avenue was secured in September 2006. Final design on Phase 1 (from Folsom Boulevard to Curragh Downs Drive) is complete. Right of way acquisition for Phase 1 is complete; the County has possession of required properties. The Streambed Alteration agreement for the bridge widening across the American River is in place as is the Section 401 Water Quality Certification from the Regional Water Quality Control Board. The Nationwide Permit from the Army Corps of Engineers has also been secured.

A Certification No. 2 was issued for the Phase 1 right of way in December 2009. Bids were opened on February 26, 2009. Flatiron West was the low bidder; they were awarded the contract on March 24, 2009. Notice to proceed was issued on May 11, 2009. The anticipated completion date for Phase 1 is June 2011.

Phase 2 will widen Hazel Avenue from four to six lanes between Curragh Downs Drive and Madison Avenue. Field surveys are complete and preliminary design is underway. Right of way acquisition is underway for Phase 2. Approximately 25 out of 45 total purchase properties have been acquired. An additional 90 properties require partial acquisitions. This acquisition effort is expected to continue for approximately 2 ½ more years.

Pedestrian and Bike Accommodation:

Per County Standards, bikelanes and sidewalks will be provided on both sides of the roadway within the project limits and Americans with Disabilities Act (ADA) compliant ramps will be installed at all intersections. In addition to these enhancements, signalized intersections will be upgraded to include pedestrian countdown heads and audible pedestrian signals. Phase 1 will also include improved bike and pedestrian facilities across the bridge and adjacent to the American River. All proposed pedestrian and bike facility improvements will provide accommodations of bicycles and pedestrians as required by the New Measure A Ordinance.

Actual Year To Date Expenditures:

<u>Quarter – Year</u>	<u>Amount</u>
October – December 2009	\$3,124,931.69
January – March 2010	\$2,596,808.27
April – June 2010	\$2,183,419.75
July – September 2010	\$3,782,589.02
October – December 2010	\$ 0.00
January – March 2011	\$ 0.00

Estimated Drawn Down Schedule:

<u>Quarter – Year</u>	<u>Amount</u>
April – June 2011	\$1,777,625.64
July – September 2011	\$1,777,625.63

Estimated Project Completion Date: June 2011 for a stretch between US Highway 50 and Curragh Downs Drive.

Changes in Estimates since last report and reasons for changes: No major changes in draw down estimates. Completion date has slipped several months so final lift of pavement can be installed with more favorable temperatures.

**New Measure A Project Status Report
Quarter Ending March 31, 2011**

Project: **Madison Avenue – Phase 1
Watt Avenue to Greenback Lane**

Design, engineering, and environmental clearance to widen the segment between Sunrise and Hazel from four lanes to six lanes.

Sponsoring Agency: **Sacramento County**
Project Manager: **Stephen White, Senior Civil Engineer**
Status Report Date: **April 11, 2011**

Project Status:

Project's inception date was July 2004. T.Y. Lin International was retained to prepare the Project Study Report which was completed on September 14, 2007. The study evaluated three proposed alignments and provided detailed cost estimates for each. The Project Study Report also provided detailed analysis of potential hazmat issues, traffic impacts, right of way requirements and utility impacts. The striping plan for the project was approved on December 12, 2009. Work on the CEQA environmental document is underway. The CEQA document is scheduled to be complete in late 2011.

Pedestrian and Bike Accommodation:

Per County Standards, bikelanes and sidewalks will be provided on both sides of the roadway within the project limits and ADA compliant ramps will be installed at all intersections. In addition to these enhancements, signalized intersections will be upgraded to include pedestrian countdown heads and audible pedestrian signals. Separated sidewalks are also proposed to further enhance the pedestrian experience. All proposed pedestrian and bike facility improvements will provide accommodations of bicycles and pedestrians as required by the New Measure A Ordinance.

Actual Year To Date Expenditures:

<u>Quarter – Year</u>	<u>Amount</u>
July – September 2009	\$ 0.00
October – December 2009	\$ 91,661.28
January – March 2010	\$ 65,632.76
April – June 2010	\$ 47,121.16
July – September 2010	\$ 8,622.68
October – December 2010	\$ 154,275.75
January – March 2011	\$ 39,639.99

Estimated Drawn Down Schedule:

<u>Quarter – Year</u>	<u>Amount</u>
April – June 2011	\$ 85,046.38

Estimated Project Completion Date: To Be Determined

Changes in Estimates since last report and reasons for changes: The project completion date is yet to be determined since Measure A sales tax funding for construction has been postponed indefinitely for this project. This project is working towards environmental clearance and will delay construction until funding is available.

**New Measure A Project Status Report
Quarter Ending March 31, 2011**

Project: **South Watt Avenue/Elk Grove-Florin Road – Phase 1
Folsom Boulevard to Calvin Road**

Design, engineering, and environmental clearance to widen the segment between Florin Road and Jackson Road from two to four lanes and widen the segment between Jackson Road and Folsom Blvd from two to five lanes.

Sponsoring Agency: **Sacramento County**
Project Manager: **John Jaeger, Senior Civil Engineer**
Status Report Date: **April 11, 2011**

Project Status:

The construction of the sound wall on South Watt Avenue at 8925 Canberra Drive is required as noise mitigation for the South Watt Avenue Widening Project (Jackson Highway to Kiefer Blvd). The mitigated Negative Declaration was completed in November 2010. This 8' high sound wall is along the west property line at 8925 Canberra Drive and mitigates noise levels as determined in the Negative Declaration for the South Watt Avenue Improvement Project (Jackson Highway to Kiefer Blvd). Construction for the sound wall work has been completed.

Pedestrian and Bike Accommodation:

The following status is for the portion of S. Watt Avenue – Jackson Road to Kiefer Boulevard: Northbound bikes/peds on the eastern side of South Watt Avenue have a striped 5' bicycle lane with detection or bicycle push buttons at each signalized intersection and 4' minimum concrete sidewalk. Southbound bikes/peds on the western side of South Watt Avenue have a striped 6' multipurpose lane with detection or bicycle push buttons at each signalized intersection. The western side of South Watt Avenue is a "Class C" roadway with an adjacent ditch. All proposed pedestrian and bike facility improvements completed with this project will provide accommodations of bicycles and pedestrians as required by the New Measure A Ordinance.

Actual Year To Date Expenditures:

<u>Quarter – Year</u>	<u>Amount</u>
January – March 2010	\$ 4,787.48
April – June 2010	\$ 12,654.09
July – September 2010	\$ 833.30
October – December 2010	\$ 64,227.62
January – March 2011	\$ 4,839.95

Estimated Drawn Down Schedule:

<u>Quarter – Year</u>	<u>Amount</u>
April – June 2011	\$ 85,657.56

Estimated Project Completion Date: May 2011

Changes in Estimates since last report and reasons for changes: The project consists of finishing a sound wall to fulfill environmental requires as per the environmental Negative Declaration Mitigation Report.

**New Measure A Project Status Report
Quarter Ending March 31, 2011**

Project: Watt Avenue / US 50 Interchange

Design, engineering, environmental clearance, and construction to upgrade the interchange to a L-9 partial cloverleaf configuration

Sponsoring Agency: Sacramento County
Project Manager: John Jaeger, Senior Civil Engineer
Status Report Date: April 11, 2011

Project Status:

Project's inception date was July 2000. The Project Report and Environmental Document are complete. Caltrans approved both documents in December 2009. 65% plans, specifications, and estimates (PS&E) were completed and delivered to Caltrans for review in October 2010. 100% Plans, Specifications and Estimates and Right-of-Way acquisitions are scheduled to be completed by October 2011 and December 2011, respectively. The start of construction is planned for May 2012.

Currently, this project also advanced construction of a sound wall along South Watt Avenue between Kiefer Boulevard and Autumnwood Drive as required by the U.S. Highway 50 at Watt Avenue Interchange Project EIR. Construction was completed in January 2011.

Pedestrian and Bike Accommodation:

The proposed project will reconstruct the U.S. Highway 50 at Watt Avenue interchange to an L-9 partial cloverleaf configuration to reduce congestion, improve safety and traffic operations of the interchange; install the initial working segment of a dedicated Bus Rapid Transit (BRT) facility; construct one separated bicycle and pedestrian pathway along the east side of Watt Avenue through the US 50 interchange to La Riviera Drive; and construct related ADA and transit access improvements. All proposed pedestrian and bike facility improvements will provide accommodations of bicycles and pedestrians as required by the New Measure A Ordinance.

Actual Year To Date Expenditures:

<u>Quarter – Year</u>	<u>Amount</u>
October – December 2009	\$ 13,887.60
January – March 2010	\$ 43,269.37
April – June 2010	\$ 41,973.42
July – September 2010	\$ 47,844.58
October – December 2010	\$ 283,726.35
January – March 2011	\$ 114,256.26

Estimated Drawn Down Schedule:

<u>Quarter – Year</u>	<u>Amount</u>
April – June 2011	\$ 810,000.00
July – September 2011	\$1,222,042.42

Project Completion Date (Sound Wall): January 2011

Estimated Project Completion Date (Interchange): December 2013

Changes in Estimates since last report and reasons for changes: Deleted grade separation of ped/bike path at northbound La Riviera Drive ramps.

New Measure A Project Status Report

Quarter Ending 3/31/11

Project: HIGHWAY 50 BUS/CARPOOL LANES and Community Enhancements

Design, engineering, environmental clearance, Right-of-Way acquisition, and construction to add one westbound and one eastbound high occupancy vehicle lane in the existing median.

Sponsoring Agency: State of California, Department of Transportation (CALTRANS)

Project Manager: Jess Avila

Status Report Date: 4/1/11

Project Status:

- **Manlove Pedestrian Overcrossing:**
 - Construction of the tie-in ends at the landing on both approaches is expected to be completed within next quarter.
 - Fence has been installed & lighting expected to be completed within next quarter.
- **White Rock Pedestrian Overcrossing:**
 - Construction of the tie-in ends at the landing on both approaches is expected to be completed within next quarter.
 - Fence has been installed & lighting expected to be completed within next quarter.
- **West Citrus Overhead Widening:**
 - Began work on the overhead.
- **Mather Field Road to Sunrise Boulevard outside widening:**
 - Installment of overhead structures within this limit continues and expected to be completed within the next two quarters.
 - Installment of drainage systems within this limit continues and expected to be completed within the next two quarters.
- **Watt Avenue to Bradshaw Road**
 - Placement of K-rail on the median is a continuous operation depending on work locations.
- **Sound walls:**
 - Two sound walls between Zinfandel and Mather Field located in both directions of travel are approximately 80 percent completed.
 - One sound wall in the westbound direction just east of Watt is 40 percent complete.
 - Eleven sound walls within the project limit have been completed.
- **Portland Cement Concrete (PCC) Pavement:**
 - Grinded approximately 90% of the existing PCC pavement.

Future work:

- **Finish grinding the existing PCC pavement within the project limit and overlay it with the open graded AC.**
- **Work on the median excavation, AB placement and AC paving on the median between Watt Avenue and Bradshaw Road.**
- **Complete the two sound walls between Zinfandel and Mather Field located in both directions of travel and one sound wall in the eastbound direction just east of Watt.**
- **Continue working on one sound wall in the westbound direction just east of Watt.**
- **Continue working on the West Citrus Overhead widening.**
- **Demolish existing Manlove and White Rock POCs.**
- **Complete remaining work at Manlove and White Rock POCs.**
- **Install remaining drainage systems between Watt Avenue and Bradshaw Road.**
- **Install remaining overhead sign structures between Watt Avenue and Bradshaw Road.**

Actual Expenditures Incurred To Date (Total Project through end of quarter): **\$13,785,409.71**

Estimated Drawn Down Schedule:

- **Quarter ending 06/30/11 -** **\$2,323,471.51**

Estimated Project Completion Date:

Major construction work is expected to be completed by end of 2012 with plant establishment operations continuing through the project completion in Winter of 2013.

Changes in Estimates since last report and reasons for changes: NONE

New Measure A Project Status Report

Quarter Ending 3/31/11

Project: INTERSTATE 80 BUS/CARPOOL LANES

Design, engineering, environmental clearance, and Right-of-Way acquisition to add one westbound and one eastbound high occupancy vehicle lane in the existing median between Interstate 5 and the Capital City Freeway.

Sponsoring Agency: State of California, Department of Transportation (CALTRANS)

Project Manager: Jess Avila

Status Report Date: 4/1/11

Project Status:

- **Project was advertised on March 14, 2011.**
- **Project bid opening date target is May 25, 2011.**
- **A mandatory bidder pre-bid meeting is scheduled on the following date, time and location:**
 - Friday, May 6, 2011**
 - 9:30am - 12:00 Noon**
 - Joe Mims Jr. Hagginwood Community Center**
 - 3271 Marysville Boulevard**
 - Sacramento, CA 95815**

Pedestrian and Bike Accommodation:

- **The Department will maintain pedestrian and bicycle accessibility during and after construction.**

Actual Expenditures Incurred To Date (Total Project through end of quarter): **\$ 475,708.97**

Estimated Drawn Down Schedule:

- **Quarter ending 6/30/11 -** **\$ 7,453.24**

Estimated Project Completion Date: 11/30/2014

Changes in Estimates since last report and reasons for changes: None

New Measure A Project Status Report

Quarter Ending: March 31, 2011

Project: Downtown Intermodal Station

Project design, Right of Way acquisition, environmental clearance, and construction to relocate the inter-city rail tracks, construct new passenger platforms, and restore the historic Amtrak train station in downtown Sacramento into an intermodal passenger transfer facility.

Sponsoring Agency: City of Sacramento

Project Managers: Hinda Chandler, Senior Architect and Jon Blank, Supervising Engineer

Status Report Date: April 25, 2011

Project Status: A \$41 million construction contract for Phase 1 (Track Relocation) was awarded by the City March 22, 2011, and construction is commencing on the project. This phase includes coordination of construction of all necessary bridges and tunnels. The 5th and 6th Street bridge structures have been completed in advance of track relocation, and connections can proceed when the new tracks are installed.

IA Sacramento Holdings, LLC, has obtained ownership of the project and funding and development agreements have been executed with the new owners. The Intermodal Station development is being coordinated with infrastructure coordination for surrounding private development.

In March 2011, the California Transportation Commission (CTC) allocated \$10.5 million in State Public Transportation Account (PTA) funding for structural and seismic retrofit of the Sacramento Valley Station (existing historic structure). The City will be awarding the first contract related to that action in May 2011.

Phase 2 is scheduled for final design shortly.

Pedestrian and Bike Accommodation: The Downtown Intermodal Station is designed to be an intermodal transportation facility to facilitate alternative modes of transportation and support bicycle and pedestrian connections. As part of Phase 1, the West Tunnel will be constructed as a pedestrian and bicycle only facility. The project also includes a covered pedestrian walkway and tunnel for access to the train platforms and across the relocated tracks. All stairs will be constructed with bicycle troughs.

Actual Expenditures Incurred To Date (Total Project through end of quarter): To date, the City has requested and received reimbursements of \$15,347,279. In addition, the City has expended approximately \$500,000 in costs toward the project since its last reimbursement and will be submitting a request for reimbursement in May 2011. Requests are coordinated with reimbursements for state and federal funds, to ensure proper match and coordination for multi-funded project reimbursements.

Estimated Drawn Down Schedule: Now that the construction contract has been awarded, drawdowns are anticipated to average approximately \$1.0 to \$2.0 million per quarter.

Estimated Project Completion Date: Phase 1 (Track Relocation) is scheduled to be completed in December 2012. Completion of entire project is estimated for 2020. Timing for construction and completion of future phases is contingent upon funding availability.

Changes in Estimates since last report and reasons for changes: There have been no changes since the last report.

**New Measure A Project Status Report
Quarter ending 3/31/11**

Project: Antelope Road—Roseville Road to Auburn

Right of Way acquisition and construction to widen the segment between Roseville Road and I-80 from four lanes to six lanes.

Sponsoring Agency: City of Citrus Heights

Project Manager: Stuart Hodgkins, Senior Civil Engineer
916-727-4734; shodgkins@citrusheights.net

Status Report Date: April 26, 2011 (for remaining new Antelope Road funds, balance of \$480,000)

Project Status:

NEW Design contract awarded March 24, 2011 portion between I-80 and Auburn Blvd.

Construction anticipated to begin—August 2011.

Anticipated project completion—December 2011.

Pedestrian and Bike Accommodation: This project includes sidewalk infill, installation of new bicycle lanes, pedestrian crosswalks, pedestrian alert buttons, and ADA ramps.

Estimated Drawn Down Schedule:

\$70,000 (for design) by end of 4th quarter (June 2011), additional \$410,000 by end of 2nd quarter for FY 2011/12 (December 2011)

Total: \$480,000, plus additional old measure a cap funds.

Estimated Project Completion Date: Complete close out by February 2012.

Changes in Estimates since last report and reasons for changes: Phase 1 portion closed out in early 2010. This portion is new area.

New Measure A Project Status Report

Quarter Ending March 2011

Project: Sunrise Blvd – Oak to Antelope Road

Design, engineering, environmental clearance, Right of Way acquisition, and construction for a “complete streets” treatment of the segment.

Sponsoring Agency: City of Citrus Heights

Project Managers: Ikram Chaudry – Principal Civil Engineer

Status Report Date: April 26, 2011

Project Status: Active – Design at 80% Complete. Per STA approval, design contract will include Phase 3 as well (Antelope to NCL). Total contract value at \$479,299.

Pedestrian and Bike Accommodation: Project is complete streets. Project will replace existing curb, gutter and sidewalk with new vertical curb and wider, ADA compliant sidewalk, construct infill curb, gutter and sidewalk where a section is currently missing, make minor pavement repairs and fully overlay the street. The entire road will be re-striped to provide 2 travel lanes in each direction with a center two-way left-turn lane (between existing landscaped median segments) and wide bike lanes and decorative stamped AC shall be placed in crosswalks and in the two-way left-turn lane. The existing signalized intersections will be upgraded with new accessible pedestrian amenities (vibrotactile buttons, countdown pedestrian signal heads and new ADA curb ramps), bicycle detecting inductive loops and traffic cameras. Fully accessible transit stops with shelters will also be constructed.

Actual Expenditures Incurred To Date:

2nd Quarter 2011 (Oct – Dec 2010) - \$ 5,833

3rd Quarter 2011 (Jan – Mar 2010) - \$ 9,718

Estimated Drawn Down Schedule: Approximately \$ 486,466 total by June 30, 2011 (for design of phase 1, phase 3 and salaries associated with project. Design is to wrap up by end of May 2011 with construction to begin Summer 2011.

Estimated Project Completion Date: late Fall 2012

Changes in Estimates since last report and reasons for changes: None.

**NEW MEASURE A PROJECT STATUS REPORT
FISCAL YEAR 2010-2011/THIRD QUARTER REPORT
JANUARY 1, 2011 THROUGH MARCH 31, 2011**

Project: Central Galt Interchange – Hwy 99 @ Boessow Road/C Street

Sponsoring Agency: City of Galt

Project Manager: Gregg Halladay, Director, Public Works

Contact Person: Dolores Martinez, Administrative Analyst II
209-366-7620 or dmartinez@ci.galt.ca.us

Status Report Date: April 25, 2011

Project Status: *(Start date, what's been completed, where the project is in the process, what's remaining.)*

Start Date for Design -- November 2007, 100% PS&E to Caltrans on 7/28/09

Environmental Process -- Completed June 2007

Right-of-Way Acquisition -- Completed June 2010

Construction -- Began December 2010

Project Completion -- Planned for December 2012

Pedestrian and Bike Accommodation: *(How the project provides for routine accommodation of bicycles and pedestrians as required by the New Measure A Ordinance.)* The project includes installation of new bicycle lane, pedestrian crosswalks, pedestrian alert buttons, sidewalks and ADA ramps.

Actual Year-to-Date Expenditures:

Fiscal Year 10/11	7-2010 to 9-2010	10-2010 to 12-2010	Total
Project Management	\$ 55,161.60	\$ 35,058.10	\$ 90,219.70
Property Acquisition	\$ 1,015,073.18	\$ -	\$ 1,015,073.18
Construction Mgmt.	\$ 69,823.56	\$ 44,964.80	\$ 114,788.36
Design	\$ 1,692.00	\$ 50,090.71	\$ 51,782.71
Legal	\$ 2,730.52	\$ 11,423.74	\$ 14,154.26
Bidding	\$ 2,656.20	\$ -	\$ 2,656.20
Misc (Construction)		\$ 7,987.82	\$ 7,987.82
Total	\$ 1,147,137.06	\$ 149,525.17	\$ 1,296,662.23

Estimated Draw-Down Schedule: *(By quarter – how much in New Measure A money you expect to spend.)*

Fiscal Year 10/11	
Quarter January 2011 to March 2011	1,285,505.00
Quarter April 2011 to June 2011	1,789,416.38
Quarter July 2011 to September 2011	1,789,416.38
Total	4,864,337.76

Estimated Project Completion Date: December 2012

Changes in Estimates Since Last Report and Reasons for Changes: *(Change in draw down estimates or change in completion date.)* The estimated draw-downs reported on the Status Report dated March 31, 2011 have been revised to reflect project delays. Funding contract is in the process of being extended to account for delays in project completion. The estimated draw-downs for FY 2010-2011 are tentatively on schedule.

New Measure A Project Status Report

Quarter Ending March 31, 2010

Project: Downtown Natomas Airport – Green Line to the River District

Sponsoring Agency: Sacramento Regional Transit District

Project Manager: Greg Gamble

Status Report Date: March 31, 2010

Project Status: The Sacramento Regional Transit District (RT) Board of Directors awarded a Design/Build (DB) contract for the Green Line to the River District project to Stacy and Witbeck on September 14, 2009. Notice to Proceed (NTP) was delayed until the funding was made available after the sale of bonds. RT then issued the NTP to the DB Contractor on November 30, 2009.

Since NTP, the DB team has collaborated with RT staff to develop the design drawings and specifications. Locations of existing utilities has been confirmed by the DB team through potholing. The design work has also been coordinated with the City of Sacramento Utilities and Transportation staff, as well as affected utility companies and stakeholders. Most design activities are complete and construction activities are well under way.

Significant Achievements:

January – March 2011 – Additional Track, Ductbank, Traction Power and OCS work was completed in various segments along the alignment. Utility undergrounding on 7th between No. B and Richards Blvd. was completed. Special Trackwork installation began and cut-over planning was implemented for 3 cut-overs.

October - December 2010 – Track, Ductbank, Traction Power and OCS work was completed in various segments along the alignment. Utility undergrounding performed on 7th St. between No. B and Richards Blvd.

July – September 2010 -Utility work continued and right of way access activities completed. Track construction in the T9 station area completed

June 2010 Utility relocation work continued

May 2010 Major utility relocation work underway

Apr 2010 Release for Construction (RFC) design packages delivered by DB

Mar 2010 ESOCs started

Feb 2010 Early Start of Construction (ESOCs) package approved for construction

Feb 2010 Intermediate design effort completed

Nov 2009: NTP issued

Oct 2009: Groundbreaking Ceremony

Sept 2009: DB contract was awarded to Stacy & Witbeck

Aug 2009: Three proposal were received

June 2009: Request for Proposals was released to four qualified teams

Apr 2009: RT Board certified FEIR

Feb 2009: RT published Request for Qualifications to over 90 firms

Dec 2008: Board approved Design/Build process for DNA MOS-1
Nov 2008: Issued NOP for MOS-1 FEIR
Oct 2008: Refined MOS-1 alignment through meetings with stakeholders

Upcoming Work:

Apr – May 2011: Complete Track and Special Trackwork, commission TPSS
June-July 2011: Completion of major construction activities
August – September - Start of testing, revenue operations and contract close-out.

Pedestrian and Bike Accommodation:

The Project’s design and construction will include bicycle and pedestrian facilities. Bicycle travel through the Project area was taken into consideration during the course of the design. Shared bicycle and pedestrian facilities will be located on the west edge of the project area.

Actual Expenditures Incurred To Date: \$26,345,701

Estimated Drawn Down Schedule:

Apr – Jun 2011	\$7,611,733
Jul - Sept 2011	\$0
Total	\$7,611,733

Estimated Project Completion Date: 2011

Changes in Estimates since last report and reasons for changes: (change in draw down estimates or change in completion date)

RT staff continues to work with the DB team to identify modifications to the project that may result in a cost-savings. Design is essentially complete and construction is 60% complete. City approvals for track construction have been issued and the DB team is working to completion. The T-9 development project has been delayed due to developer cashflow issues. Coordination for the development of the station platform at T-9 may impact the project schedule. The current revenue operations date is expected to be late summer 2011.

New Measure A Project Status Report

Quarter Ending March 31, 2011

Project: Downtown Natomas Airport – Green Line

Sponsoring Agency: Sacramento Regional Transit District

Project Manager: RoseMary Covington

Status Report Date: April 25, 2011

Project Status:

SACOG committed to providing comments on the Transitional Analysis during the November 9, 2010 meeting and provided comments in January, 2011. The comments focused on determining if streetcar would be a more appropriate mode to the airport due to its lower cost. In response, RT amended the HDR contract to develop a paper that focused on the propriety of streetcar given the corridor's ridership characteristics, analyzed the impact of SACOG's new population and employment projections, and surveyed the streetcar costs across the nation. As a result, a paper was completed at the end of March along with a power point presentation. A meeting to discuss the paper has not yet been scheduled. The scope of work for the remaining budget was developed. RT is working with SACOG to move the remaining funds on an FTA grant.

Current project scope identifies the phases as follows:

- Phase - 1 @ \$44.9M: From downtown to Richards Boulevard by 2010 - Single track with only the bypass element constructed. This is what RT would be able to operate by 2010 based on revenue projections (full build: \$82.5M with loop & bypass). Initial operation will be with existing equipment.
- Phase - 2 @ \$544.8M(YOE): From Richards to Natomas Town Center by 2018 - Included required vehicles and maintenance facility.
- Phase - 3 @ \$353M(YOE): From Natomas Town Center to the Airport full build by 2021.

Significant Achievements:

- 3/1-31/11 – Preparation of the "Streetcar for the Green Line?" paper and power point.
- 1/1-31/11: Meetings with SACOG to review their comments on the Transitional Analysis
- 11/0/10: SACOG review of TA findings and recommendations
- 11/8/10; Presentation of TA findings and recommendations to RT Board of Directors
- 10/15/10: Final Draft Transitional Analysis Report completed
- 9/30/2010: Draft analysis results produced by HDR.
- 9/11/2010: Completed all public outreach activities including public safety workshop, community review (charrette), community outreach event at Celebrate Natomas.
- 8/20/2010: HDR completes deliverables on project cost reductions and design refinements that will be presented at community review (charrette).
- 7/26/2010: Amended HDR Contract to perform additional modeling
- 5/28/2010: Completed On-board survey in support of ridership estimation
- 10/15/2009: Initiate Charrette process for project design
- 10/12/09: Ground breaking on MOS-1
- 9/15/09: RT selected Design/build firm
- 6/20/09: RT issued final Request for Proposals
- 2/12/09: RT published Request for Qualifications to over 90 firms
- 12/10/08: Board approved Design/Build process for DNA MOS-1
- 11/12/08: Issued NOP for MOS-1 FEIR
- 10/30/08: Identified technology options for rolling stock

- 8/15 to 10/15/08: Refined MOS-1 alignment through meetings with stakeholders
- 8/5 to 8/8/08: Held Project Definition Workshop
- 7/31/08: Issued Notice to Proceed to HDR/Hoyt and Sharon Greene & Associates
- 7/16/08: Amended the Metropolitan Transportation Plan and the OWP
- 4/24/08: Selected Contractor for Transitional Analysis

Upcoming Tasks:

- Schedule meeting with Regional IX FTA
- Additional coordination with SACOG and development of written response to comments
- Proceed with refined definition of MOS-2 and/or 3 of DNA.
- Refine and update ridership and Transit oriented Development projections.
- Complete capital and operating cost estimations for MOS 2 and/or 3 options.*
- Complete Transitional Analysis.
- Advance Green Line to the Airport Phase 2 to the environmental report stage for consideration under the FTA New Starts program.

Pedestrian and Bicycle Accommodation: The first phase of the project, Green Line to the River District, will include a pedestrian plaza and seamless access from the development at Township 9 to the light rail station. Bicycle lockers and racks will be provided. The second phase of the project, Green Line to the Airport, seeks public input into design principles and guidelines for station areas, particularly with regard to pedestrian and bicyclist amenities, safety, and accessibility.

Actual Expenditures Incurred To Date: \$343,982

Estimated Drawn Down Schedule: (By quarter – how much in New Measure A money you expect to spend)

April – June 2010	\$50,000
July –Sept 2010	<u>\$1,377,724</u>
Total	\$1,427,724

Estimated Project Completion Date: 2027

Completion date could move to an earlier date but is dependent on a future local revenue source.

Changes in Estimates since last report and reasons for changes: (change in draw down estimates or change in completion date)

RT working with STA to determine possibility of extending period of availability of POF funds which would change the draw down schedule.

Part of the Measure A funds are to be used to match Federal Surface Transportation Program (STP) funds that are not yet on a FTA Grant. RT is working to meet application requirements. The expenditure of the Measure A funds used as match will be delayed until the FTA grant is awarded in the June/July 2011 time frame. Local match may need to be spent prior to the Federal Funds.

**Downtown-Natomas-Airport
 New Measure A Project Status Report
 Revised Estimated Drawdown Schedule
 Based on \$35,728,510* funding
 Agreement dated 8/13/09 - Series 2009 Bonds**

	Expenditure Schedule			Draw Downs
	Overall Project (Project #402)	MOS-1 (Project #404)	Total	
Draws thru March 2011	343,982	26,345,701	26,689,683	26,689,683
April - June 2011	50,000	7,611,733	7,661,733	7,661,733
July - Sept 2011	1,377,724	-	1,377,724	1,377,724
Total	1,771,706	33,957,434	35,729,140	35,729,140

* Total funding increased by \$4,771,000. SLLP funds exchanged for Measure A funds from the South Corridor Project.

New Measure A Project Status Report

Quarter Ending March 31, 2011

Project: South Sacramento Corridor Phase II

Sponsoring Agency: Sacramento Regional Transit District

Project Managers: Jim Hecht, Ed Scofield

Status Report Date: As of 3/31/11

Project Status:

The Public Hearing for the SDEIS/SDEIR was held on March 12, 2007. The public comment period ended April 3, 2007. The environmental document was finalized and submitted to FTA in October 2008 with a Record of Decision (ROD) issued December 18, 2008. Final submittal of the Preliminary Engineering (PE) in support of the SDEIS/SDEIR was done in August 2007. Previously, FTA had given direction to continue design work to advance the Preliminary Engineering further. RT awarded five Design Contracts to advance the PE: Civil and Track Design services (August 2008); Systems Design Services (November 2008), Aerial Structures (November 2008) and two separate Stations Design Services (March 2009). PE activities for Civil and Track Design and Systems Design are complete. Stations Design PE work is nearly complete. FTA has not authorized the project to enter final design (FD). Further design work will require FTA approval.

Biological Opinion for the project was issued by the US Fish and Wildlife Service in April 2008. Capital costs for the project were revised from \$250 million to \$270 million following a formal risk assessment workshop conducted in June 2008. CPUC comments on proposed grade crossings have been addressed sufficiently to minimize cost variances associated with the grade crossings.

At this time FTA approved activities include the remainder of PE, Right of Way acquisitions, and utility relocation. Discussions with the Union Pacific Railroad have resulted in the need to redesign the track alignment for the northerly 0.75 miles of the project. Discussions with utility companies that are affected by the project continue. An environmental update is currently underway to address minor project modifications that have occurred since the SDEIS/SDEIR was approved.

Due primarily to financial reasons related to the general economic downturn, at this time FTA has not authorized the project to enter FD. This in turn has delayed access to New Starts (federal) funds, which pay for half of the total cost of the project. The downturn has also impacted the availability of State TCRP, Proposition 1B, and STIP (PTA) funding for this project. The FY12 New Starts submittal update was sent to FTA in September 2010. An updated financial document was submitted to FTA in October 2010 for a re-evaluation of readiness for final design.

In February 2011 RT was notified the Project received an overall medium rating in the FY12 New Starts report, which enables RT to request entry into FD once all environmental work and all other FD requirements are complete. At the same time, President Obama's FY12 budget proposes \$50 million federal New Starts funding for the project.

Pedestrian and Bike Accommodation:

Two pedestrian bridges over Union House Creek are planned which can also accommodate bike traffic. Bike racks and lockers are planned for the light rail stations. In addition, a pedestrian path is planned to connect the CRC light rail station with the parking facility.

Actual Year To Date Expenditures:

FY 09/10	\$	543,513
July-Sept 2010	\$	388,619
Oct-Dec 2010	\$	64,780
Jan-Mar 2011	\$	72,294

Estimated Draw Down Schedule: for New Measure A Series 2009 Bonds:

Apr- June 2011	\$	7,780,142
<u>July- Sept 2011</u>	<u>\$</u>	<u>7,780,142</u>
Total	\$	16,629,490

Estimated Project Completion Date: December 2014

Changes in Estimates since last report and reasons for changes:

(Change in draw down estimates or change in completion date)

Schedule Changes: The ROW and utility relocation phases were approved with the issuance of the ROD in December 2008. An environmental update currently underway is necessary for further progress in these phases. The estimated RT Board approved project completion date (December 2014) assumes entry into FD in the current timeframe.

**New Measure A Project Status Report
Quarter Ending March, 2011**

Project: Capital SouthEast Connector JPA

Design, engineering, environmental clearance, environmental mitigation, Right of Way acquisition, and construction of a multi-modal transportation corridor connecting the Cities of Elk Grove, Rancho Cordova, and Folsom in the southern and eastern portions of Sacramento County, including agency administrative functions as specified

Sponsoring Agency: Capital SouthEast Connector JPA

Project Manager: Tom Zlotkowski

Status Report Date: April, 2011

Project Status: Project construction has not started. Currently in the project development stage.

Pedestrian and Bike Accommodation: The Capital SouthEast Connector will provide efficient transportation options within the corridor that will enable flexibility among automobile, transit service, bicycle, and pedestrian uses as part of its project description.

Actual Year-To-Date Expenditures: (10/1/09 through 3/31/11)

Measure A Bond Proceeds:	\$ 2,978,841.14
Measure A Pay-Go Proceeds:	\$ 354,275.58
TOTAL	\$ 3,333,116.72

Estimated Draw Down Schedule: (April through June 2011)

Measure A Bond Proceeds:	\$ 547,288
Measure A Pay-Go Proceeds:	\$ 40,583
TOTAL	\$ 587,871

Estimated Project Completion Date: 2025

Changes in Estimates since last report and reasons for changes:
(January through March)

<u>Measure A Bond Proceeds:</u>	Estimated:	\$ 613,860
	Actual:	\$ 355,025

Anticipated expenditures for many consultant services did not occur.

<u>Measure A Pay-Go Proceeds:</u>	Estimated:	\$ 47,190
	Actual:	\$ 81,097

Expenditures were projected lower due to unanticipated charges (countywide allocated costs, accounting services).

MEASURE A INDEPENDENT TAXPAYERS OVERSIGHT COMMITTEE

June 2, 2011
Item # 4

Subject: Status Report of Measure A On-Going Programs, 3rd Quarter FY 2010-11

Recommendation

Receive the Measure A on-going annual program status report for the quarter ended March 31, 2011.

Discussion

Contracts between the STA and Measure A entities require that the entities submit quarterly status reports. The purpose of these reports is to provide the STA Board and the public with timely information on the progress of Measure A projects and programs.

The status information attached hereto shows revenues and expenditures for on-going Measure A programs for the quarter ended March 31, 2011. The effected funds are distributed to local transportation agencies according to the formula set forth in the Measure A Ordinance. The funds are distributed monthly as they are received from the Board of Equalization. A summary sheet of all related expenditures (green) is followed by a more detailed breakout of program expenditures for each of the Measure A entities.

Attachments

Staff Contact: Lisa Chandler

MEASURE A INDEPENDENT TAXPAYERS OVERSIGHT COMMITTEE

June 2, 2011
Item # 5

Subject: Review Pace of Expenditures for Measure A On-Going Programs with Specified Entities

Recommendation

Discuss the slow pace of expenditures of Measure A on-going program funds with representatives of affected entities.

Discussion

Committee members have expressed concern that some of the monthly Measure A distributions for on-going transportation programs are not being expended in a timely manner. The status report presented in Item #4 shows that the Cities of Citrus Heights, Rancho Cordova, and Sacramento, in particular, have sizeable account balances relative to the cumulative distributions to date. Representatives of the Cities of Citrus Heights and Rancho Cordova will attend today's meeting to review the committee members' concerns and to explain their respective management strategies for these funds. Regarding the City of Sacramento, staff has determined for now that the sizeable balances shown in the status report are misleading, because City staff has been reporting the expenditures annually, instead of quarterly as required. City staff is updating its accounting protocols to be consistent with the requirements of the Measure A contract.

Staff Contact: *Brian Williams*

C: David Wheaton, Director of General Services – City of Citrus Heights
Cyrus Abhar, Public Works Director – City of Rancho Cordova

MEASURE A INDEPENDENT TAXPAYERS OVERSIGHT COMMITTEE

June 2, 2011
Item # 6

Subject: Cumulative FY 2010-11 Measure A Revenue Report

Recommendation

Receive and file a summary report of cumulative FY 2010-11 Measure A sales tax revenues.

Discussion

The monthly Measure A sales tax revenue and distribution report for May is attached. This report also provides cumulative revenue and distribution figures for the first 11 months of FY 2011. At the top half of the page, the first two columns show the proportional allocation of sales tax revenue to each Measure A program. The first two columns at the bottom half of the page break out the allocations among the County and cities for the *Traffic Control & Safety*, *Streetscaping, Bike, Ped*; and *Road Maintenance* programs. The far right column shows the distribution of Measure A revenues for the month of May, while the second column from the right depicts cumulative distributions through the end of the prior month. Lastly, cumulative FY 2011 Measure A distributions to date are shown in the middle column.

Attachment

Staff Contact: Lisa Chandler

**SACRAMENTO TRANSPORTATION AUTHORITY
MEASURE A ON-GOING ANNUAL PROGRAMS - DISTRIBUTIONS & EXPENDITURES**

AS OF ENDING MARCH 31, 2011

JURISDICTION	DISTRIBUTION			EXPENDITURES		TOTAL UNEXPENDED
	<i>Unexpended FY 2009/10</i>	<i>3rd Qtr 2011</i>	<i>Year to Date FY 10 & FY 11</i>	<i>3rd Qtr 2011</i>	<i>Year to Date FY 10 & FY 11</i>	
Citrus Heights	\$ 1,339,464	\$ 435,419	\$ 2,645,106	\$ 337,448	\$ 1,082,438	\$ 1,562,668
Elk Grove	583,480	782,823	2,930,836	741,138	2,079,476	851,360
Folsom	42,787	420,622	1,304,053	840,495	965,620	338,433
Rancho Cordova	1,002,815	353,634	2,063,213	184,230	401,595	1,661,618
City of Sacramento	9,163,448	2,523,731	16,731,045	200,783	7,108,450	9,622,595
County of Sacramento	1,027,123	3,273,060	10,841,641	3,048,434	9,027,345	1,814,296
Isleton	32,835	8,654	58,781	-	-	58,781
Galt	820,800	216,310	1,469,435	25,797	59,034	1,410,401
SMAQMD	-	317,340	951,583	134,219	533,300	418,283
Paratransit	-	740,461	2,220,361	740,461	2,220,361	-
Sacramento Regional Parks	47,862	250,000	797,862	188,796	858,995	(61,133)
Regional Transit	-	7,298,829	21,886,419	7,298,829	21,886,419	-
Sub - Total	\$ 14,060,614	\$ 16,620,883	\$ 63,900,335	\$ 13,740,630	\$ 46,223,033	\$ 17,677,302
Neighborhood Shuttle	1,004,311	250,000	1,754,311	-	-	1,754,311
CTSA Set Aside	806,076	211,560	1,440,465	-	-	1,440,465
Total	\$ 15,871,001	\$ 17,082,443	\$ 67,095,111	\$ 13,740,630	\$ 46,223,033	\$ 20,872,078

ON-GOING MEASURE A ANALYSIS - DISTRIBUTIONS & EXPENDITURES
PERIOD: FY 09/10 AND FY 10/11 (THROUGH 3/31/11)

JURISDICTION	DISTRIBUTION			EXPENDITURES	REMAINING FUNDS
	Unexpended @ June 30, 2010	FY 2010/11 Distribution through March 31, 2011	Total Funds Available through March 31, 2011	Total Expended through March 31, 2011	Remaining Balance through March 31, 2011
Citrus Heights					
Traffic Control & Safety	\$ 111,509	\$ 106,386	\$ 217,895	\$ 1,875	\$ 216,020
Safety, Streetscaping, Pedestrian	168,176	135,387	303,563	1,752	301,811
Street & Road Maintenance	1,059,779	1,063,869	2,123,648	1,078,811	1,044,837
Total	\$ 1,339,464	\$ 1,305,642	\$ 2,645,106	\$ 1,082,438	\$ 1,562,668
Elk Grove					
Traffic Control & Safety	\$ 231,872	\$ 191,268	\$ 423,140	\$ 202,266	\$ 220,874
Safety, Streetscaping, Pedestrian	267,084	243,405	510,489	189,577	320,912
Street & Road Maintenance	84,524	1,912,683	1,997,207	1,687,633	309,574
Total	\$ 583,480	\$ 2,347,356	\$ 2,930,836	\$ 2,079,476	\$ 851,360
Folsom					
Traffic Control & Safety	\$ 42,787	\$ 102,771	\$ 145,558	\$ 177,397	\$ (31,839)
Safety, Streetscaping, Pedestrian		130,785	130,785	147,942	(17,157)
Street & Road Maintenance		1,027,710	1,027,710	640,280	387,430
Total	\$ 42,787	\$ 1,261,266	\$ 1,304,053	\$ 965,620	\$ 338,432
Rancho Cordova					
Traffic Control & Safety	\$ 106,423	\$ 86,404	\$ 192,827	\$ -	\$ 192,827
Safety, Streetscaping, Pedestrian	135,007	109,956	244,963	-	244,963
Street & Road Maintenance	761,385	864,038	1,625,423	401,595	1,223,828
Total	\$ 1,002,815	\$ 1,060,398	\$ 2,063,213	\$ 401,595	\$ 1,661,618

ON-GOING MEASURE A ANALYSIS - DISTRIBUTIONS & EXPENDITURES
PERIOD: FY 09/10 AND FY 10/11 (THROUGH 3/31/11)

JURISDICTION	DISTRIBUTION			EXPENDITURES	REMAINING FUNDS
	<i>Unexpended @ June 30, 2010</i>	<i>FY 2010/11 Distribution through March 31, 2011</i>	<i>Total Funds Available through March 31, 2011</i>	<i>Total Expended through March 31, 2011</i>	<i>Remaining Balance through March 31, 2011</i>
Sacramento					
<i>Traffic Control & Safety</i>	\$ 715,070	\$ 616,626	\$ 1,331,696	\$ 101,255	\$ 1,230,441
<i>Safety, Streetscaping, Pedestrian</i>	754,859	784,710	1,539,569	383,611	1,155,958
<i>Street & Road Maintenance</i>	7,693,519	6,166,261	13,859,780	6,623,584	7,236,196
Total	\$ 9,163,448	\$ 7,567,597	\$ 16,731,045	\$ 7,108,450	\$ 9,622,595
County					
<i>Traffic Control & Safety</i>	\$ 895,029	\$ 799,711	\$ 1,694,740	\$ 481,359	\$ 1,213,381
<i>Safety, Streetscaping, Pedestrian</i>	132,094	1,017,700	1,149,794	548,879	600,915
<i>Street & Road Maintenance</i>	-	7,997,107	7,997,107	7,997,107	-
Total	\$ 1,027,123	\$ 9,814,518	\$ 10,841,641	\$ 9,027,345	\$ 1,814,296
Isleton					
<i>Total Distribution/Expense</i>	\$ 32,835	\$ 25,946	\$ 58,781	\$ -	\$ 58,781
Total	\$ 32,835	\$ 25,946	\$ 58,781	\$ -	\$ 58,781
Galt					
<i>Total Distribution/Expense</i>	\$ 820,800	\$ 648,635	\$ 1,469,435	\$ 59,034	\$ 1,410,401
Total	\$ 820,800	\$ 648,635	\$ 1,469,435	\$ 59,034	\$ 1,410,401

ON-GOING MEASURE A ANALYSIS - DISTRIBUTIONS & EXPENDITURES
PERIOD: FY 09/10 AND FY 10/11 (THROUGH 3/31/11)

JURISDICTION	DISTRIBUTION			EXPENDITURES	REMAINING FUNDS
	<i>Unexpended @ June 30, 2010</i>	<i>FY 2010/11 Distribution through March 31, 2011</i>	<i>Total Funds Available through March 31, 2011</i>	<i>Total Expended through March 31, 2011</i>	<i>Remaining Balance through March 31, 2011</i>
SMAQMD					
<i>Total Distribution/Expense</i>	\$ -	\$ 951,583	\$ 951,583	\$ 533,300	\$ 418,283
<i>Total</i>	<u>\$ -</u>	<u>\$ 951,583</u>	<u>\$ 951,583</u>	<u>\$ 533,300</u>	<u>\$ 418,283</u>
Paratransit					
<i>Total Distribution/Expense</i>	\$ -	\$ 2,220,361	\$ 2,220,361	\$ 2,220,361	\$ -
<i>Total</i>	<u>\$ -</u>	<u>\$ 2,220,361</u>	<u>\$ 2,220,361</u>	<u>\$ 2,220,361</u>	<u>\$ -</u>
Sac Regional Parks					
<i>Total Distribution/Expense</i>	\$ 47,862	\$ 750,000	\$ 797,862	\$ 858,995	\$ (61,133)
<i>Total</i>	<u>\$ 47,862</u>	<u>\$ 750,000</u>	<u>\$ 797,862</u>	<u>\$ 858,995</u>	<u>\$ (61,133)</u>
Regional Transit					
<i>Total Distribution/Expense</i>	\$ -	\$ 21,886,419	\$ 21,886,419	\$ 21,886,419	\$ -
<i>Total</i>	<u>\$ -</u>	<u>\$ 21,886,419</u>	<u>\$ 21,886,419</u>	<u>\$ 21,886,419</u>	<u>\$ -</u>
Grand Total	<u>\$ 14,060,614</u>	<u>\$ 49,839,721</u>	<u>\$ 63,900,335</u>	<u>\$ 46,223,033</u>	<u>\$ 17,677,301</u>

MEASURE A INDEPENDENT TAXPAYERS OVERSIGHT COMMITTEE

June 2, 2011
Item # 7

Subject: FY 2011-12 STA Budget

Recommendation

Review final FY 2011-12 budget document with staff; recommend approval by STA Board.

Discussion

At last month's Committee meeting, staff presented the draft STA Budget for FY 2011-12. The presentation provided a detailed overview of estimated revenues and proposed expenditures associated with agency administration, the Measure A sales tax program, Sacramento Abandoned Vehicle Service Authority, and Sacramento Metropolitan Freeway Service Patrol. The raw numbers have been transformed into a descriptive budget booklet (enclosed) that promotes public understanding and transparency of the STA's activities. At today's meeting, staff will review the budget document and highlight any adjustments from the draft. The Committee will be requested to forward the budget document for consideration and approval by the STA Board.

Enclosure

Staff Contact: *Lisa Chandler*

MEASURE A INDEPENDENT TAXPAYERS OVERSIGHT COMMITTEE

June 2, 2011
Item # 8

Subject: Contract for Independent Auditing Services, FY 2010-11

Recommendation

1. Certify that the auditing firms identified on page 2 below are responsive and qualified to perform the tasks set forth in the Request for Proposals for Independent Auditing Services (4/14/11).
2. Authorize staff to execute the attached contract with the preferred auditing firm, **James Marta & Company**.

Discussion

On April 14, the STA Board authorized distribution of a Request for Proposals (RFP) for independent auditing services. The RFP asked interested auditing firms to submit proposals for performing the following key tasks:

- Provide the FY 2011 financial statement audit of the STA and SAVSA
- Perform compliance audits of the Measure A and SAVSA entities for FY 2011

Six proposals were submitted prior to the May 16, 2011 due date. The following table identifies the proposers and their associated fee rates:

Auditing Firm	Fee Proposal	Hourly Rates
Brown Armstrong Accountancy Corp	\$65,000	Partner - \$240 Manager - \$200 Supervisory Staff - \$110 Staff - \$100
Crowe Horwath, LLP	\$64,000	None submitted
Gilbert Associates, Inc.	\$49,500	Engagement Shrhldr - \$220 Manager - \$130 Senior Associate - \$100 Associate - \$85
James Marta & Company	\$52,600	Principal/Director - \$220 Manager - \$140 Auditor-in-Charge - \$110 Staff Auditor - \$95
Mann, Urrutia, Nelson & Associates, LLP	\$69,000	Partner - \$220 Senior Manager - \$180 Senior Staff - \$130 Staff - \$100
Reznick Group	\$55,000	Partner - \$325 Manager - \$225 Senior - \$165 Associate - \$125

The proposals were evaluated according to the following criteria:

- Methodology and services provided relative to the proposed fee and assumed risk

- Proposer's demonstrated understanding of the STA, SAVSA, Measure A, and the requirements of this engagement
- Experience of proposed staff in auditing and advising public agencies similar to the STA
- Fee proposal

After reviewing each proposal, staff recommends that the following audit firms be certified as responsive to the RFP and qualified to perform the key tasks associated with this project:

- Brown Armstrong Accountancy Group
- Crowe Horwath, LLP
- Gilbert Associates, Inc.
- James Marta and Company
- Reznick Group

Upon final evaluation of the "qualified" proposals, staff recommends that **James Marta & Company (JMC)** be selected as the preferred contractor. JMC submitted the second lowest fee proposal. Its proposed methodology and the amount of associated work tasks imposed on staff, however, make it the least expensive for STA. JMC's audit team specializes in special districts, tax revenue bonds, and voter approved tax measures. The firm has professional exposure to the California Asset Management Program (CAMP), and it is committed to ensuring that the STA continues to qualify for the GFOA Certificate of Achievement for Excellence in Financial Reporting.

Staff recommends that the Executive Director be authorized to execute the attached contract with **James Marta & Company**. It covers the financial statement audit for the STA and SAVSA as well as the compliance audits for on-going Measure A, capital Measure A, and SAVSA entities for FY 2011. The contract term may be extended for up to two years (in single-year increments) based on satisfactory performance and negotiation of a mutually agreed bid price. The cumulative FY 2011 fee payment will not exceed \$52,600.

Attachment

Staff Contact: Lisa Chandler

SACRAMENTO TRANSPORTATION AUTHORITY

AUDITOR SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of June 16, 2011 by and between the Sacramento Transportation Authority (“STA”), a local transportation authority formed pursuant to California Public Utilities Code section 180000 et seq. and James Marta & Company (“Auditor”), a California partnership.

RECITALS

WHEREAS, STA is required under California Public Utilities Code section 180105(c) to “cause a postaudit of the financial transactions and records of the authority to be made at least annually by a certified public accountant”;

WHEREAS, the STA Board of Directors desires to retain a qualified auditor to perform a review of STA’s financial records for the purpose of rendering an opinion and making recommendations on the adequacy of the STA’s internal controls and financial reporting and compliance with applicable laws and regulations;

WHEREAS, Auditor possesses the experience, knowledge and qualifications necessary to perform, prepare and deliver a quality audit that will objectively evaluate the fair presentation of the financial statements and the internal control over financial reporting;

WHEREAS, STA is authorized to enter into such an agreement pursuant to California Public Utilities Code section 180152.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, STA and Auditor agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Auditor shall provide to STA the services described in Exhibit A. Auditor shall provide said services at

the time, place, and in the manner specified in Exhibit A. The Auditor shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) Auditor notifies the STA that such service is deemed an additional service and Auditor estimates the additional compensation required for this activity; and (b) the STA, after notice, approves the additional service and amount of compensation therefor.

2. **Payment.** STA shall pay Auditor for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to Auditor for services rendered pursuant to this Agreement unless, pursuant to paragraph 1 above, STA approves additional compensation for additional services. Auditor shall submit all billings for said services to STA in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures and practices which Auditor uses for billing clients similar to STA.

3. **Facilities and Equipment.** Except as set forth in Exhibit C, Auditor shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement. STA shall furnish to Auditor only the facilities and equipment listed in Exhibit C according to the terms and conditions set forth in Exhibit C.

4. **General Provisions.** The general provisions set forth in Exhibit D, which include insurance requirements, are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, this Agreement shall control over the general provisions.

5. **STA Representative.** The STA Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the STA.

6. **Exhibits.** All exhibits referred to herein are attached hereto and are by reference incorporated herein.

Executed as of the day first above stated.

Sacramento Transportation Authority

James Marta & Company

Brian A. Williams
Executive Director

James P. Marta
Principal

Approved As To Form:

General Counsel

Attachments:

- Exhibit A - Representatives and Services to be Provided
- Exhibit B - Fee Schedule and Manner of Payment
- Exhibit C - Facilities and Equipment to be provided by STA
- Exhibit D - General Provisions

SACRAMENTO TRANSPORTATION AUTHORITY

EXHIBIT A

AUDITOR SERVICES AGREEMENT

REPRESENTATIVES AND SERVICES TO BE PROVIDED

1. **Representatives:**

The STA Representative for this Agreement is:

Lisa Chandler Senior Accountant (916) 323-0080

All Auditor's questions pertaining to this agreement will be referred to the above named person or the representative's designee.

The Auditor's Representative for this Agreement is:

James Marta Principal (916) 993-9494

All STA questions pertaining to this Agreement will be referred to the above named person. All correspondence to the STA will be addressed to:

Sacramento Transportation Authority
431 I Street, Suite 106
Sacramento, CA 95814
Attn: Lisa Chandler, Executive Director

2. **Services to be provided:**

The Auditor shall make an examination of the financial statements of the STA and Sacramento Abandoned Vehicle Service Authority ("SAVSA") for the fiscal year ended June 30, 2011. The examination shall be made in accordance with generally accepted auditing standards, and will include all procedures necessary for the rendition of an opinion regarding the accuracy and completeness of the presentation of the financial statements in accordance with generally accepted accounting principles.

The examination shall also include a determination of compliance with the terms and definitions of the applicable laws, rules and/or regulations of Public Utilities Code Division 19, the Measure A Ordinance and Expenditure Plan, the California Vehicle Code Section 22710, and all applicable contracts.

A representative examination of the Measure A entities and the SAVSA entities will be made to ensure compliance with applicable laws and with their Measure A and SAVSA contracts with STA. The examination will include:

- a. a study and evaluation of each entity's system of internal control;
- b. a proper test of each entity's accounting records and other financial records;
- c. a review of each entity's accounting system in operation.

It is recognized that STA has the responsibility for the proper recording of transactions in the books of account, for the safeguarding of assets, and for the substantial accuracy of the financial statements. Such statements are the representations of STA and will be typed in final by the STA.

The objective of the audit is the expression of an independent opinion on the STA and SAVSA financial statements—per auditing standards established by the American Institute of Certified Public Accountants—to conclude that the financial statements are fairly presented in accordance with generally accepted accounting principles. In conjunction with the audit, Auditor will evaluate STA's internal control over financial reporting for the purpose of expressing an opinion on the financial statements. Any internal control or other financial reporting issues noted during the audit will be communicated to the STA's management and governing board. The ability of Auditor to express that opinion will be dependent on the facts and circumstances on the date of that opinion. If the opinion is other than unqualified, the reasons therefore will be fully disclosed.

Audit work will begin in September 2011. Two draft copies of the combined audit reports, internal control reports, management letters, and agreed-upon-procedures reports for each Measure A and SAVSA entity are required by November 21, 2011. Three copies of the final reports shall be delivered to the STA no later than December 16, 2011. These due dates may be extended only upon mutual consent of both STA's and Auditor's representatives.

SACRAMENTO TRANSPORTATION AUTHORITY

EXHIBIT B

AUDITOR SERVICES AGREEMENT

FEE SCHEDULE AND MANNER OF PAYMENT

STA shall pay Auditor for services rendered pursuant to this Agreement a total sum, based on actual time, not to exceed \$52,600.00. Auditor may submit progress billings not more often than monthly based on actual time incurred at the following hourly rates:

Principal/Director	\$220.00
Manager	\$140.00
Auditor-in-Charge	\$110.00
Staff	\$ 95.00

STA shall make no payment for extra, further or additional services or expenses pursuant to this Agreement unless such services or expenses and the price thereof are agreed to in advance and such agreement is reduced to writing and executed by Auditor and STA.

Request for payment to Auditor shall be sent to:

Sacramento Transportation Authority
431 I Street, Suite 106
Sacramento, CA 95814
Attn: Lisa Chandler, Senior Accountant

SACRAMENTO TRANSPORTATION AUTHORITY

EXHIBIT C

AUDITOR SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY STA

STA shall furnish facilities and equipment as may be required for Auditor's use in quality, quantity, and location as STA, in its sole discretion, determines to be appropriate. Such facilities may include a desk(s) or table(s), private workspace, office supplies and equipment, and telephone.

Except as previously set forth, Auditor shall, at his/her sole cost and expense, furnish all other facilities and equipment which may be required to provide services pursuant to this Agreement.

SACRAMENTO TRANSPORTATION AUTHORITY

EXHIBIT D

AUDITOR SERVICES AGREEMENT

GENERAL PROVISIONS

1. **Independent Contractor.** At all times during the term of this Contract, Auditor shall be an independent Contractor and shall not be an employee of the STA. STA shall have the right to control Auditor only insofar as the results of Auditor's services rendered pursuant to this Contract; however, STA shall not have the right to control the means by which Auditor accomplishes services rendered pursuant to this Agreement.

Auditor acknowledges and agrees that Auditor is not entitled to receive any STA employee benefits, including but not limited to, medical, dental, and retirement benefits, life and disability insurance, sick leave or any other similar benefits provided to STA employees.

2. **Licenses; Permits; Etc.** Auditor represents and warrants to STA that Auditor has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Auditor to practice its profession. Auditor represents and warrants to STA that Auditor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Auditor to practice its profession.

3. **Time.** Auditor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Auditor's obligations under this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

It is the intent of the Auditor and STA to issue the draft audit reports of the STA, SAVSA, and agreed upon procedures of Measure A and SAVSA entities no later than November 21, 2011. It is the intent of the Auditor and STA that final reports and agreed upon procedures be issued by December 16, 2011.

4. **Auditor Not Agent.** Except as STA may specify in writing, Auditor shall have no authority, express or implied, to act on behalf of STA in any capacity whatsoever as an agent. Auditor shall have no authority, express or implied, pursuant to this Agreement to bind STA to any obligation whatsoever.

5. **Assignment Prohibited.** No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6. **Personnel.** Auditor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that STA, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Auditor to perform services pursuant to this Agreement, Auditor shall remove any such person immediately upon receiving notice from STA of the desire of STA for the removal of such person or persons.

7. **Standard of Performance.** Auditor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in California. All products that Auditor delivers to STA pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing in Auditor's profession.

8. **Termination.** STA shall have the right to terminate this Agreement for convenience at any time by giving written notice of such termination to Auditor. In the event STA gives such notice of termination, Auditor shall immediately cease rendering services pursuant to this Agreement.

In the event STA terminates this Agreement:

(1) Auditor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include:

handwriting, typewriting, printing, photocopying, photographing, and every other means of recording upon any tangible thing any form of communication or representation including letters, works, pictures, drawings, sounds, symbols, or combinations thereof.

(2) STA shall have full ownership and control of all such writings delivered by Auditor pursuant to this Agreement.

(3) STA shall pay Auditor the reasonable value of services rendered by Auditor pursuant to this Agreement; provided, however, STA shall not in any manner be liable for lost profits which might have been made by Auditor had Auditor completed the services required by this Agreement. In this regard, Auditor shall furnish to STA such financial information as in the judgment of the STA Representative is necessary to determine the reasonable value of the services rendered by Auditor. In the event of a dispute as to the reasonable value of the services rendered by Auditor, the decisions of the Executive Director of the STA shall be final. The foregoing is cumulative and does not affect any right or remedy which STA may have in law or equity.

Termination for Cause: STA shall have the right to terminate this Agreement in the event of a material breach by Auditor. In the event of such termination, STA shall provide written notice to Auditor, at which time Auditor shall immediately cease rendering services under this

Agreement. STA shall not be required to make payment or compensation to Auditor in the event of a material breach of the terms of this Agreement.

9. **Equal Employment Opportunity.** During the performance of this agreement, Auditor, for itself and successors in interest, agrees as follows:

- A. **Compliance with Regulations:** Auditor shall comply with the Executive Order 11246 entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60), hereinafter referred to as the "Regulations".
- B. **Nondiscrimination:** Auditor, with regard to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual preference in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Auditor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by Auditor for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Auditor of Auditor's obligation under this Agreement and the Regulation relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual preference.
- D. **Information and Reports:** Auditor shall provide all existing information and reports required by Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the STA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Auditor is in the exclusive possession of another who fails or refuses to furnish this information, Auditor shall so certify to the STA, and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of noncompliance by Auditor with the nondiscrimination provisions of this Agreement, the STA shall impose such contract sanctions as it may determine to be appropriate including, but not limited to:
 - (1) Withholding of payments to Auditor under contract until Auditor complies;
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. **Incorporation of Provisions:** Auditor shall include provisions of Paragraphs A through E above in every subcontract, including procurements of materials and leases of equipment, unless exempted by Regulations, order, or instructions issued pursuant thereto. Auditor shall take such action with respect to any subcontract or procurement as the STA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Auditor becomes involved in, or are threatened with, litigation with a subcontractor or supplier as a result of such direction, Auditor may request that STA enter such litigation to protect the interests of STA.

10. **Insurance Requirements.** During the duration of this Agreement, Auditors shall maintain the following noted insurance:

Broad Form Comprehensive Liability

Business Auto Liability

Workers' Compensation & Employers' Liability

Professional Liability (Errors and Omissions)

A. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- (1) Broad Form Comprehensive General Liability;
- (2) Automobile Liability, code 1 "any auto";
- (3) Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability Insurance;
- (4) Professional Liability (Errors and Omissions) insurance against loss due to error, omissions, or malpractice.

B. **Minimum Limits of Insurance.**

Auditor shall maintain limits no less than:

- (1) Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

- (3) Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California.
- (4) Professional Liability (Errors and Omissions): \$1,000,000 combined single limit per occurrence.

C. **Deductibles and Self-Insurance Retentions.**

Any deductibles or self-insured retentions must be declared to and approved by the STA.

D. **Other Insurance Provisions.**

The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages

- a. The STA, its officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Auditor; products and completed operations of the Auditor; premises owned, leased or used by the Auditor; or automobiles owned, leased, hired or borrowed by the Auditor. The coverage shall contain no special limitations on the scope of protection afforded to the STA, its officials, employees or volunteers.
- b. The Auditor's insurance coverage shall be primary insurance as respects the STA, its officials, employees and volunteers. Any insurance or self-insurance maintained by the STA, its officials, employees, or volunteers shall be in excess of Auditor's insurance and shall not contribute with it.
- c. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the STA, its officials, employees, or volunteers.
- d. Coverage shall state that Auditor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

(2) Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the STA, its officials, employees and volunteers for losses arising from work performed by Auditor for the STA. This requirement may, however, be waived in individual cases at the discretion of the STA.

(3) All Coverages

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits without thirty (30) days prior written notice by certified mail, return receipt requested, given to the STA.

E. **Acceptability of Insurers.**

Insurance is to be placed with insurers with a Bests' rating of no less than A:XIII. This requirement may, however, be waived in individual cases, provided, however, that in no event will a carrier with a rating below A:X be acceptable.

F. **Verification of Coverage.**

Auditor shall furnish the STA with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms acceptable to the STA and are to be forwarded to the STA Representative named in Exhibit A.

G. **Payment Withhold.**

The STA will withhold payments to Auditor if certificates of insurance and endorsements required in Paragraph F above have not been provided.

11. **Access and Retention of Audit Working Papers.**

Upon authorization from the STA Representative, Auditor shall provide for access to the audit working papers to the STA staff, STA Governing Board or its designee, other government audit staff, Federal Government Accounting Office, and those specifically authorized by the STA Representative. Auditor shall provide for the retention of the audit working papers for at least three years after the date of the audit reports, or longer if requested by the STA staff or Governing Board.

12. **Disclosure of Lobbying Activities**

Auditor certifies, by signing this contract, to the best of its knowledge, that:

(A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding

of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

13. Indemnification.

For professional services provided under this Agreement, Auditor shall indemnify, defend, and hold harmless the STA, its Governing Board, officers, directors, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services under this Agreement.