

CITY OF SAN ANSELMO

RESOLUTION NO. 1515

AGREEMENT BETWEEN THE CITY OF SAN ANSELMO AND THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of San Anselmo has made application to the Department of Finance for an allocation of funds to meet costs to repair or restore storm and flood damage or destruction to public real property which occurred between January and February 1973; and

WHEREAS, the work covered by said application has been investigated by the Department of Transportation and a report thereon filed with the Department of Finance and said report has been approved by the Director of Finance; and

WHEREAS, it is necessary and expedient that the City of San Anselmo enter into an agreement with said Department of Transportation with reference to performance and financing of said work and other matters related thereto;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of San Anselmo that the City of San Anselmo enter into an agreement with said Department of Transportation, a copy of which agreement is hereto attached; and be it

FURTHER RESOLVED, that Martin Blinder, M.D., Mayor, is hereby authorized and directed to execute said agreement in the name of the City of San Anselmo.

Passed by the City Council of the City of San Anselmo this 14th day of May 1974.



MARTIN BLINDER, M.D., MAYOR
CITY OF SAN ANSELMO

AYES: Councilmen Anderson, Capurro, Colteaux, Toal, Blinder

NOES: None

ABSENT: None

ATTEST:



HELEN RAGAN, CITY CLERK

EMERGENCY FLOOD RELIEF LAW
COOPERATIVE AGREEMENT 73 H16
CONTRACT AND SPECIAL PROVISIONS

CITY STREETS

CITY OF SAN ANSELMO
PROJECT 73 H16

*for San Anselmo
attached 5/27
Rev. 15/8*

THIS AGREEMENT, made in quadruplicate, this 14th day of May 1974, by and between the City of San Anselmo, hereinafter referred to as the "Local Agency" and the STATE OF CALIFORNIA acting by and through the Department of Transportation, hereinafter referred to as the "Department".

WITNESSETH:

WHEREAS, pursuant to Chapter 1284, Statutes of 1972 and the Emergency Flood Relief Law, the Local Agency has applied to the State Allocation Board for assistance in meeting costs to repair or restore storm and flood damage or destruction which occurred between January 12, 1973, and January 18, 1973, to certain real property; and

WHEREAS, the Department has investigated the proposed work, has found it to be a matter of general public and State interest and concern, has estimated the cost of such work, and has filed Report 73 H16 thereon with the Department of Finance, and the Director of Finance has approved said report;

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed as herein-after set forth, the Local Agency, and the Department do hereby mutually agree as follows:

ARTICLE I. GENERAL PROVISIONS.

Reference is made to the General Provisions of Storm and Flood Damage Agreements, July 1973, Emergency Flood Relief Law, a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein with the same effect as though set forth in full.

ARTICLE II. SPECIAL PROVISIONS.

1. The work consists of the repair and restoration of city streets in the City of San Anselmo as detailed hereunder with estimated costs in which State funds may be used:

1

<u>Item</u>	<u>Road Name and Location</u>	<u>Description of Work</u>	<u>Estimated Cost</u>
1	Angela Ave. at Oak Springs Dr.	Road collapsed due to damaged culvert - Replace pipe and travelway. Includes anticipated Federal PL 91-606 reimbursement of \$13,400.	\$ 13,400
2	Angela Ave. - End of Street Cul-de-sac	Slide above roadway destroyed retaining wall, C&G and buckled pavement. Remove debris, construct wall and roadway. Includes anticipated Federal reimbursement and P.L. 91-606 of \$2,090.	19,880
3	Alderney Road at San Francisco Boulevard	Culvert and part MH, SW collapsed - Replace culvert, MH&SW. Includes anticipated Federal reimbursement under PL 91-606 of \$2,420.	2,580
4	House #'s 270-325 San Francisco Boulevard	CMP collapsed - Replace 24" RCP. Includes anticipated Federal reimbursement under PL 91-606 of \$9,435.	9,500
5	House #'s 13 & 17 Oak Springs Drive	Slipout, Pavement and C & G settled. Place retaining wall on piles and reconstruct pavement and C & G. Includes anticipated Federal reimbursement of \$21,976.	28,105
6	24 Timothy Drive	Slipout, Pavement and C & G settled. Place retaining wall on piles and reconstruct pavement and C & G. Includes anticipated Federal reimbursement of \$23,565.	23,565
7	471 Scenic Ave.	Slipout, travel way stopped - Place crib wall, backfill, base and surfacing. Includes anticipated Federal reimbursement under PL 91-606 of \$42,572.	44,700
			<u>\$141,730</u>
		Contingency	<u>14,270</u>
		TOTAL	\$156,000

1. All work has been or will be performed by the Local Agency.

2. Any plans and specifications required will be prepared by the Local Agency.

3. All work shall be completed by April 2, 1974.

4. All rights of way will be provided by the Local Agency at no cost to the State.

5. The work is to be financed as follows:

1. State funds, Chapter 1284, Statutes of 1972	\$ 22,001
2. Local Agency Funds (Includes anticipated PL 606 funds of \$115,458)	<u>133,999</u> \$156,000

The sum of \$133,999 represents the Local Agency's contribution computed in accordance with the formula in the State Emergency Flood Relief Law.

The City of San Anselmo by resolution of the City Council passed at a meeting held on May 14, 1974, a copy of which resolution is attached hereto, has approved this agreement and authorized its execution.

IN WITNESS WHEREOF, the parties have hereunto
affixed their signatures on the day and year first above
written.

STATE OF CALIFORNIA
Department of Transportation
Division of Highways


R. J. DATEL, State Highway Engineer

By

Deputy State Highway Engineer

CITY OF SAN ANSELMO

BY


MARTIN BLINDER, M.D.

MAYOR

APPROVAL RECOMMENDED

Local Assistance Engineer

APPROVED AS TO FORM AND PROCEDURE

3-5-74
WDS:eb

GENERAL PROVISIONS OF STORM AND FLOOD
DAMAGE AGREEMENTS
JULY 1973
EMERGENCY FLOOD RELIEF LAW

I. Definitions.

A. Emergency Flood Relief Law:

Government Code Sections 54150 through 54164.
(Article 6, Chapter 5, Part 1, Division 2 of Title 5
of Government Code)

B. The General Provisions:

The General Provisions of Flood Relief Agreements, and
stated herein, and providing the general terms and
conditions of the agreement entered into between the
Local Agency and the State of California, acting by and
through the Department of Transportation, pursuant to the
emergency Flood Relief Law, and other applicable Laws.

C. The Contract:

The specific Contract and Special Provisions providing
for the performance of particular work by or for a
particular Local Agency.

D. The Agreement:

The Contract and the General Provisions, taken together,
shall constitute the agreement which is described in Sec-
tion 54157 (1) (b) of the Emergency Flood Relief Law. In
case of conflict between the Contract and the General
Provisions, the terms of the Contract shall prevail.

E. Local Agency:

The city, city and county, county or public district named
in the contract as a party thereto.

F. The Department:

The State of California, acting by and through the Depart-
ment of Transportation.

G. The Work:

The work described in the Contract, consisting of one or
more separate items of work as described therein.

H. Preliminary Engineering:

The work "preliminary engineering" includes all preliminary
work including, but not restricted to preliminary surveys

and reports, preparation of cost estimates, laboratory work, soil investigations, preparation of plans, design and advertising. The term does not include investigations, estimates or reports made by the Department of Transportation pursuant to Section 54155 of the Emergency Flood Relief Law.

I. Construction Engineering:

The term "construction engineering" includes actual inspection of the work, necessary construction staking, laboratory and field testing, field reports and records, estimates, and final report.

II. Performance of Work.

A. Performance of work by the Local Agency:

1. When so specified in the Contract, the Local Agency will perform the work or any item thereof, or award the Contracts therefor pursuant to the laws governing the Local Agency. All public works construction contracts awarded by the Local Agency for repair and restoration projects financed hereunder shall include the "Fair Employment Practices" provisions hereto attached as "Appendix 1," or nondiscrimination provisions pursuant to applicable Federal requirements. It shall be the responsibility of the Local Agency to insure compliance with said provisions. Copies of the necessary forms may be procured upon request to the Department of Transportation. The Local Agency shall render to the Department monthly, or at such intervals as are satisfactory to the Department, claims, in such form as the Department prescribes, covering the cost of the work performed. Thereupon the State shall reimburse the Local Agency for the value of the work performed, to the extent of the State's proportionate share thereof, in the ratio set forth in the contract, less ten percent (10%) of said sum which will be retained by the State for final adjustment as to the amount of the State and Local Agency contribution in accordance with the provisions of Article III(A) hereof.

2. Claims for reimbursement will be certified by an authorized representative of the Local Agency or by a signatory to the Agreement on behalf of the Local Agency. Within sixty (60) days after completion of the work called for by this Agreement, the Local Agency shall file with the Department a final report of expenditures therefor in the form prescribed by the Department. The final payment will be made subject to the adjustments hereinabove described. Prior to such payment, an inspection and audit may be performed, in the discretion of the State.

3. Work records and audit.

The funds hereinafter agreed to be furnished by the State shall be disbursed for work performed pursuant to the agreement and only upon the submission of claims in forms satisfactory to the State. As to each item of work performed pursuant to this agreement, Local Agency agrees to keep and maintain full, complete, accurate and itemized record of such work and to permit any authorized officer, agent or employee of the State of California to examine such records and to interview in connection with such records or work, all officers, agents or employees of the Local Agency concerned therewith.

4. Review by Department.

Where the Local Agency is to prepare plans and specifications for the work or any item thereof, then prior to performance of such work or advertisement of the notice to bidders therefor, Local Agency shall submit the said plans and specifications to the Department and shall not proceed with the performance of the work or advertisement of the said notice until it has received the Department's written approval of the plans and specifications therefor. The plans and specifications shall not thereafter be modified without the prior approval of the Department.

No contract will be awarded for any item of work in excess of the estimated cost thereof, as shown in the Contract without prior written consent of the Department and the allocation of additional funds if necessary. A tabulation of bids received shall be furnished to the Department in all cases where work is performed by contract.

The Local Agency agrees that the Department may make such inspection of the work as it deems proper in the course of construction. It is agreed that the cost of any preliminary engineering or construction engineering performed by the Department shall be considered as part of the cost of the work. Costs of this nature shall be reimbursed in full to the Department by the Local Agency upon presentation of claims therefor by the Department.

5. Use of Equipment.

Where work is performed by the Local Agency with its own forces, equipment owned by the Local Agency and used on the work may, for the purposes of progress payment claims, be charged in accordance with the Local Agency's normal cost distribution procedure

or in any manner that will distribute a fair and equitable share of the over-all equipment depreciation, maintenance and operating expense to each project. During the State's examination of the Local Agency's records upon completion of the work as set forth in paragraph 3 above, such equipment charges will be subject to adjustment to reflect actual costs as determined by the State.

6. If the Local Agency does not diligently prosecute the work financed under the Agreement, or does not complete said work within the time provided in the Contract, or such further time as the Department may for good cause allow, or if at any time said work is not carried on in a manner satisfactory to the Department, the Department may, upon written notice, terminate the Agreement. Extensions of time may be granted by the Department without the necessity of amending the Agreement. Upon such termination all expenditures and expenses of the Local Agency and the Department necessarily incurred to the date thereof under and in accordance with the Agreement, shall nevertheless be paid from the funds allocated for the work.

B. Performance of Work by the Department:

1. When so specified in the Contract, the Department will perform the work or any item thereof, pursuant to the State Contract Act, and will advertise and award a contract or contracts for the work specified, and will make payments to the contractors as the same become due.
2. Prior to award of the contract the Local Agency shall forward to the Department for deposit in the State treasury, a sum equal to the matching funds which it has in the Contract agreed to contribute in cash for the work thereof, or such amount as may be determined necessary by the Department to prevent overpayment of the State's contribution determined in accordance with the Emergency Flood Relief Law.
3. The Department may, from time to time, request that the State funds for such work or item be transferred by the State Controller to the Department in such amounts as are deemed necessary by the Department.
4. Contractors performing work under contracts with the Department are responsible to the Department for the satisfactory execution of the Contract; however, on request by the Department the Local Agency will to the limit of its manpower resources furnish at cost such engineering and inspection personnel as may be required. Charges for such engineering will be billed

to the Department on completely detailed invoices for reimbursement. The charges for such engineering and inspection shall only be for the direct costs thereof. The Department will exercise general supervision over such contracts and may take direct control of the work thereof at its discretion when it is deemed that the responsibility of the Department so requires. After completion of the work of said contract or contracts, or portions thereof acceptable to Department, the Local Agency will maintain the completed work.

C. Work Already Performed by the Local Agency:

1. Where work covered by this Agreement or any item thereof has already been performed by the Local Agency, it will be reimbursed by the State for the cost thereof to the extent of the State's contribution therefor as set forth in the Contract, upon the submission to Department of claims therefor satisfactory to the State.
2. Ten percent (10%) of State's contribution therefor shall be retained by the Department pending final audit by the State Controller and adjustment of the State's contribution for the actual cost of the work performed under the Agreement or any subsequent agreements, pursuant to Article III(A).

II. Funds.

- A. In no event shall the liability of the State under the Agreement exceed the amount allocated for the work except upon its written consent and the allocation of additional funds.
- B. Upon completion of the work financed by the Agreement, the contributions by the State and the Local Agency for the cost of such work and of all work completed pursuant to other agreements between the parties and financed under the same appropriation shall be adjusted on the basis of the actual cost thereof in accordance with the contribution schedule set forth in Section 54157 of the Emergency Flood Relief Law. In making such adjustments, all moneys furnished or to be furnished by the United States or any agency thereof for the financing of the work shall be deducted from the cost of the project in accordance with Section 54158 of the Emergency Flood Relief Law, whether or not such Federal funds are included in the Agreement. The Local Agency expressly agrees that upon such adjustment, if there is a deficiency in the amount it has contributed toward such cost, it will pay such deficiency to State or make satisfactory arrangements therefor within ninety (90) days after notice of the amount of such deficiency.

- C. Nothing in the Agreement shall be construed to permit the Local Agency to collect more than the total cost of the work or any item of work, from the contributing agencies. The allocation will be adjusted downward should such a situation become evident.
- D. Either party to the Agreement may request that an agreement amendment be executed should a revision in the method of financing become necessary or advisable.
- E. The State shall not be liable to participate in the cost of any item of work in excess of the estimate therefore stated in the contract, or as revised, in accordance with Article III. F.
- F. The Department may, without the necessity of amending the Agreement, adjust the cost estimates of items of work financed hereunder within the monetary limits of the Agreement.
- G. In the event the Department, at any time, should determine that any portion of the State funds provided in the contract are in excess of need for the completion of the work, and so notifies the Local Agency, the excess funds will be returned to the fund from which allocated and will no longer be available for expenditure hereunder, unless reallocated.
- H. In the event any work financed hereunder shall be accomplished in a manner which allows the salvage of any materials from the damaged facility, the reasonable value of such salvageable materials shall be applied to reduce the total cost of such work. The reasonable value of such salvageable materials shall be the amount realized by the Local Agency from the sale thereof upon competitive bidding therefor, or in the absence of such sale, such amount as the Department may determine to be reasonable value therefor.
- I. Notwithstanding any other provisions herein contained the Department may at any time retain such funds additional to the 10% retention provided for in Article II hereof as it may deem necessary to prevent an overpayment of the State's contribution toward the work financed hereunder.

IV. Work Eligible for Federal-aid Emergency Relief Funds.

- A. In the event that any item of work covered by this agreement is eligible for Federal-aid emergency relief funds, local agency shall comply with all Federal laws, rules, regulations and procedures applicable to Federal-aid emergency relief projects. It is further understood and agreed as follows:

1. As provided in Section 116 of Title 23, S. Code, it is agreed that after the completion of the work or acceptable portions thereof, the Local Agency will maintain the completed works in a manner satisfactory to the authorized agents of the United States.
2. The execution of this Agreement and the allocation of State funds does not imply that all necessary approvals have been obtained from the Federal Highway Administration for the use of Federal-aid Emergency Relief funds. It shall be the obligation of the Local Agency to request and obtain such approvals and the instructions related thereto from the District Transportation Office before proceeding with work described herein that is eligible for such Federal aid.
3. When the cost of preliminary engineering or construction engineering incurred by the Local Agency is to be borne in part by Federal-aid Emergency Relief funds, the use of automobiles will be billed at rates that are in accordance with the Local Agency's normal cost distribution procedure, and in any event at rates that are fair and equitable. The Local Agency will contribute its general administrative and overhead expense. The Federal Highway Administration shall be given access to the Local Agency's books and records for the purpose of checking costs paid or to be paid by the Department hereunder.
4. Engineering work performed by consulting engineers will be approved for Federal participation only if the contract with the consultant has the prior approval of the Federal Highway Administration. The supervision of construction must be performed by employees of the State or Local Agency.
5. If the Federal Government makes any change in its eligibility determination of an item of the work anticipated to be financed in whole or in part with Federal ER funds prior to the award of contract for the construction of such item of work, the Department reserves the right to re-determine the eligibility of the proposed work and the financing therefor.

V. Miscellaneous Provisions

- A. The State of California, its departments, divisions, officers and employees, shall not be liable for anything done, or omitted to be done, by the Local Agency in connection with the performance of any work called

for by the Agreement. The Local Agency shall in the event any claim is made against the State, or any department, division, officer or employee thereof, by reason of said work, during its progress or after completion thereof, defend, indemnify and hold harmless said State, department, division, officer or employee from any damage or liability by reason of such claim.

B. It is agreed by the parties hereto that the State does not and shall not acquire any ownership or interest in the work pursuant to the Agreement and shall not be responsible or liable for the maintenance or operation thereof or for its adequacy in any respect.

C. Right of Way:

Unless otherwise stated in the Contract, the Local Agency shall furnish at no cost to the State all necessary rights of way and real property required for the work, free and clear of obstructions and encumbrances, and expressly assumes the obligation to pay damages which may result to real property not actually taken but injuriously affected by the work.

The Local Agency further agrees to pay from its own funds, any costs incurred in connection with the work which arise out of right of way litigation or delays to the contractor because right of way has not been made available to him for the orderly prosecution of the work.

D. The Local Agency shall procure any and all permits, licenses or authorizations which may be required by Federal, State or local law, imposed by any agency having jurisdiction therein in reference to said work and no expenditure therefor shall be chargeable against the funds available for the work under the Agreement.

E. Any local materials such as earth or gravel used in the work and obtained from property owned by the Local Agency will be made available by the Local Agency without royalty charges. Royalty charges for materials obtained from property owned by others under agreement with the Department or under agreements with the Local Agency that have been approved by the Department may be charged to the cost of the work.

F. The Agreement shall be of no force or effect unless such State funds as are specified in the agreement are allocated.

G. The Agreement may be terminated and the provisions thereof may be altered, changed or amended by mutual consent of the parties hereto.

FAIR EMPLOYMENT PRACTICES PROVISIONS

SECTION A: In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited, to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practices section.

(2) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(3) The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment Practices Commission, the awarding authority or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

(4) A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's prequalification rating, if any, and for refusing to establish, reestablish or renew a prequalification rating for the Contractor.

The awarding authority shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of such written notice from the Fair Employment Practices Commission, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his prequalification rating will be revoked at the expiration of such period.

(5) The Contractor agrees, that should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this contract, then pursuant to Labor Code Sections 1735 and 1775, the Contractor shall, as a penalty to the awarding authority, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor from the State of California.

(6) (a) Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to prevent the awarding authority of the State of California from pursuing any other remedies that may be available at law.

(b) Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to require or permit the hiring of an employee not permitted by the National Labor Relations Act.

(7) Prior to award of the contract, the Contractor shall certify to the awarding authority that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:

(a) The Contractor shall provide evidence, as required by the awarding authority, that he has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.

(b) The Contractor shall provide evidence, as required by the awarding authority, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.

(c) Personally, or through his representatives, the Contractor shall, through negotiations with the unions with whom he has agreements, attempt to develop an agreement which will:

1. Spell out responsibilities for non-discrimination in hiring, referrals, upgrading and training.

2. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.

(d) The Contractor shall notify the contracting agency of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its prequalification.

(8) The Contractor will include the provisions of the foregoing paragraphs 1 through 7 in every first tier subcontract, so that such provisions will be binding upon each such subcontractor.

(9) The Contractor, in executing the proposal, thereby certifies that he has or will meet the standards for affirmative compliance with the Fair Employment Practices requirements contained herein.

SECTION B: STATEMENTS AND PAYROLLS.--The Contractor shall maintain his records in conformance with the requirements in the Standard Specifications and the following special provisions:

(1) The Contractor and each subcontractor shall preserve his payroll records for a period of 3 years from the date of completion of this contract.

(2) The Contractor shall submit weekly a copy of all payrolls to the Engineer. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those determined by the Department of Transportation. The Contractor and subcontractor shall use Department of Transportation certification set forth on Form HC-348 or the same certification appearing on the reverse side of optional Department of Transportation HC-347, or any form with identical wording. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

(3) The payrolls and payroll records shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employees' address and social security number need only appear on the first payroll on which his name appears.

(4) The Contractor shall make his records available and is responsible for making his subcontractors' records available for inspection by authorized representatives of the Engineer and will permit such representatives to interview employees during working hours on the job.

CITY OF SAN ANSELMO
COUNCIL ACTION MEMO

May 8, 1974

For the Council Meeting of May 14, 1974


Re: Resolution Attached

Subject: Contract between State of California and City of San Anselmo re reimbursement for costs incurred for repair due to 1973 Storms.

Status: Application has been made to both the Federal Government and State for reimbursement of costs to repair streets due to the above storms. It is necessary to make application to both the State and Federal Governments since certain work considered ineligible by the Federal Government is eligible for reimbursement by the State. In order to be eligible, the Council is required to pass a resolution authorizing the Mayor to enter into the Agreement.

Staff Comment: Staff recommends adoption of the attached resolution.

Motion: Pass a resolution approving an Agreement between the City of San Anselmo and the State of California for reimbursement under the Emergency Flood Relief Law Cooperative Agreement 73 H 16 and authorizing the Mayor to sign said agreement on behalf of the City.



CHARLES R. LEITZELL, P.E.
DIRECTOR OF PUBLIC WORKS

CRL/tf

Attach/resolution

APPROVED BY CITY COUNCIL

5/17/74

