



CITY OF SACRAMENTO
CALIFORNIA

OFFICE OF THE
CITY MANAGER

July 8, 1980

CITY HALL
915 I STREET - 95814
(916) 449-5704

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: Resolution Amending the 1980-81 Budget and Appropriating
Funding for the McClellan Redevelopment Plan

SUMMARY

This report regards a resolution amending the 1980-81 budget of the Planning Department as adopted by the City Council on June 24, 1980 by appropriating \$34,000 for preparation of the Final McClellan Redevelopment Plan.

BACKGROUND

On April 15, 1980 the City Council, by Resolution 80-234, approved execution of an agreement between the City, County of Sacramento, McClellan Air Force Base, and Sacramento Housing/Redevelopment Agency (SHRA) to prepare a final redevelopment plan for the McClellan Redevelopment Area. A copy of the staff report and agreement are attached as Exhibit I.

FINANCIAL DATA

The total cost of the agreement is \$100,000 with each the City, County and Air Force contributing one-third the cost for payment to SHRA.

RECOMMENDATION

The staff recommends the City Council adopt the attached resolution amending the 1980-81 budget by transferring \$34,000 from the Administrative Contingency fund to the Planning Department for preparation of the Final McClellan Redevelopment Plan.

Recommendation Approved:

Walter J. Slipes

Walter J. Slipes
City Manager

Respectfully submitted,

Andy Plescia

Andy Plescia
Senior Management Analyst

APPROVED
BY THE CITY COUNCIL

JUL 15 1980

OFFICE OF THE
CITY CLERK

A-80015

District 2
July 15, 1980

RESOLUTION No 80-448

Adopted by The Sacramento City Council on date of

AMENDING THE CITY BUDGET FOR THE FY 80-81 FOR THE
PLANNING DEPARTMENT

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

The City Council has previously authorized (Resolution 80-234, dated April 15, 1980) the execution of an Agreement between City, County, and Federal agencies to hire a Consultant to prepare a final redevelopment plan for the McClellan Redevelopment Area, and;

That the City Budget for Fiscal Year 1980-81 is hereby amended by transferring \$34,000 from Administrative Contingency 101-5070-0000-4399 to Planning Department Budget 101-2300-0000-4258 for the purpose stated in Paragraph 1 above.

MAYOR

ATTEST:

CITY CLERK

APPROVED
BY THE CITY COUNCIL

JUL 15 1980

OFFICE OF THE
CITY CLERK

44C



CITY OF SACRAMENTO
CALIFORNIA

OFFICE OF THE
CITY MANAGER

April 9, 1980

CITY HALL
915 I STREET - 95814
(916) 449-5704

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: Authorization of Execution of Agreement Between City, County and Federal Government to Hire Consultant to Prepare Final Redevelopment Plan for the McClellan Redevelopment Area

SUMMARY

The attached resolution authorizes the Mayor to execute the attached agreement which provides funds to the Redevelopment Agency to retain a consultant to prepare the Final Redevelopment Plan and related studies for the McClellan Redevelopment Area.

BACKGROUND

The Council acting as the Redevelopment Agency has already approved a preliminary redevelopment plan for the proposed McClellan Air Force Base Area and has authorized the preparation of a Final Redevelopment Plan and related studies. The attached agreement provides \$100,000 (\$33,333 each from the City, the County and the United States of America) to fund the hiring of a consultant to prepare that plan. The City's share of these monies was approved in Resolution No. 2874 adopted on December 4, 1979, which authorized the Executive Director to solicit, evaluate and recommend a consultant to prepare the Final Redevelopment Plan. However, this resolution is needed to authorize the Mayor to execute the agreement on behalf of the City.

VOTE AND RECOMMENDATION OF COMMISSION

At its meeting of April 7, 1980, the Sacramento Housing and Redevelopment Commission recommended approval of the attached Resolution. The vote was recorded as follows:

APPROVED
BY THE CITY COUNCIL

APP 15 1980

OFFICE OF THE
CITY MANAGER

AYES: Fisher, Luevano, A. Miller, Serna, Teramoto, B. Miller

NOES: None

ABSENT: Coleman, Kneprath, Walton

RECOMMENDATION

It is recommended that you adopt the attached resolution.

Respectfully submitted,



Andy Plescia
Senior Management Analyst

Recommendation Approved:


Walter J. Slife, City Manager

April 15, 1980

RESOLUTION NO. 80-234

Adopted by the City Council of the City of Sacramento

April 15, 1980

AUTHORIZATION OF EXECUTION OF AGREEMENT
BETWEEN CITY, COUNTY AND FEDERAL GOVERNMENT
TO HIRE CONSULTANT TO PREPARE FINAL REDEVELOPMENT
PLAN FOR THE McCLELLAN REDEVELOPMENT AREA

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

Section 1. The Mayor is hereby authorized to execute that certain agreement between the City of Sacramento, the County of Sacramento and the United States of America, which authorizes the expenditure of up to a total of \$100,000 to the Redevelopment Agency of the City of Sacramento to enable the said Agency to retain a consultant to prepare a Final Redevelopment Plan and related studies for the McClellan Redevelopment Area.

MAYOR

CLERK

AGREEMENT TO PROVIDE
COMMUNITY DEVELOPMENT SERVICES

This Agreement made and entered into this _____ day of _____
_____ 19____, by and between the COUNTY OF SACRAMENTO, the CITY OF SACRAMENTO,
political subdivisions of the State of California, and the UNITED STATES
AIR FORCE, jointly and collectively referred to hereinafter as " the PARTIES,"
and THE REDEVELOPMENT AGENCY OF THE COUNTY OF SACRAMENTO AND THE REDEVELOPMENT
AGENCY OF THE CITY OF SACRAMENTO hereinafter referred to as "the AGENCIES."

RECITALS

WHEREAS, pursuant to the provision of Government Code Section 53703, the
Board of Supervisors of the County of Sacramento, the City Council of the
City of Sacramento, and the United States Air Force desire to allocate funds
to the AGENCIES for the purpose of community improvement and welfare; and

WHEREAS, said Section 53703 of the Government Code authorizes the CITY
and COUNTY to enter into this agreement; and

WHEREAS, the Board of Supervisors and the City Council are desirous of
providing certain community services for Sacramento County; and

WHEREAS, the AGENCIES have the organization, facilities and personnel
to carry out said services in accordance with the purposes of this
agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. TERM: This agreement shall be for the period commencing on the date
this agreement is executed and ending upon completion of the activities
described in EXHIBIT A or on June 30, 1981, whichever is sooner.

2. TERMINATION:

a. In the event that the PARTIES receive communication from the Federal Government that funds available are to be reduced or withdrawn by the Federal Government, any of the PARTIES may at its option terminate this agreement immediately;

b. Either party shall have the right to terminate this agreement upon fifteen (15) days written notice thereof being served on the other party.

3. USE OF FUNDS:

a. The AGENCIES shall use all funds provided pursuant to this agreement exclusively for the purpose of implementing its approved activity, a copy of which is attached hereto marked "EXHIBIT A" and made a part hereof;

b. No funds paid by the PARTIES hereunder shall be used directly or indirectly by the AGENCIES for any political activity whatever;

c. Program income shall be used in the program operation, and financial records shall document the receipt and expenditure of such funds;

d. All funds paid by the PARTIES hereunder must be deposited in a non-interest bearing account with a minimum time elapsing between the transfer of funds from the PARTIES and the disbursement by the AGENCIES;

e. The AGENCIES shall comply with the regulations, policies, guidelines and requirements of Federal Management Circular 74-4 as they relate to the application, acceptance, and use of Federal funds.

4. PAYMENT:

a. The PARTIES shall pay to the AGENCIES as consideration for the services to be performed under this agreement the sum of \$100,000.00 lawful money of the United States at the times and in the manner following:

Upon receipt by the PARTIES of a complete monthly expenditure breakdown and request for payment in the manner described in "EXHIBIT A", payment will be made one-third each from the City of Sacramento, the County of Sacramento, and the U.S. Air Force (McClellan A.F.B.). Notwithstanding any other provision of this paragraph or any other paragraph of this agreement to the contrary, the liability for payment occurring each to the City of Sacramento, County of Sacramento, and the United States Air Force shall not exceed \$33,333,333. The PARTIES shall verify accuracy of such statements and pay for the work performed as rapidly as possible.

b. The AGENCIES shall notify the PARTIES in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this agreement. Said authorized personnel shall certify that, to the best of their knowledge, such requests for payment are true and accurate.

5. CONFLICT OF INTEREST: No member, officer, or employee of the AGENCIES, or its designees or agents, who exercises any function or responsibility with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The AGENCIES shall incorporate, or cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

6. MONITORING:

a. The PARTIES shall monitor the program adequacy of the AGENCIES in the manner which the PARTIES deem most effective. The AGENCIES shall cooperate with the PARTIES in such monitoring;

b. The AGENCIES shall prepare and submit to said monitoring agency reports in the form and manner prescribed by the PARTIES:

c. Such reports shall be subject to audit by the PARTIES' respective Auditor-Controllers.

d. No change order or instructions for redirection of the progress by the AGENCIES under this Agreement shall be issued by any of the parties individually but shall be agreed upon by the PARTIES jointly.

7. RECORDS:

a. The AGENCIES shall keep all necessary books and records, including property, personnel and financial records, in connection with the operation and services performed under this agreement, and shall document all transactions so that the PARTIES' Auditor-Controllers may properly audit all expenditures made pursuant to this Agreement. The AGENCIES shall maintain and preserve all records related to this Agreement in its possession for a period of six (6) years from the effective date of this Agreement, unless otherwise directed by the PARTIES. All books, records and accounts kept by the AGENCIES in connection with the performance of this Agreement shall be made available to the PARTIES' personnel upon request;

b. Required performance records shall be filed monthly with the PARTIES on the form attached hereto as "EXHIBIT B."

8. INDEMNIFICATION: The AGENCIES shall indemnify, defend and hold harmless the PARTIES, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, including attorneys fees arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of the AGENCIES or anyone directly or indirectly employed by the AGENCIES, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. SUBCONTRACTS: The AGENCIES shall not enter into contracts or subcontracts for any of the work contemplated under this Agreement without first obtaining written approval from the PARTIES.

10. ASSIGNMENT: Without written consent of the PARTIES this Agreement is not assignable by the AGENCIES, either in whole or in part.

11. ALTERATION: No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by all parties hereto.

12. WAIVER: The PARTIES' waiver of any default, breach, or condition precedent shall not be construed as a waiver on the part of the AGENCIES of any other default, breach, or condition precedent, or any other right hereunder.

13. STATUS OF THE AGENCIES: The AGENCIES and the agents and employees of the AGENCIES in the performance of this Agreement shall act in an independent capacity and not as officers or employees or agents of the PARTIES.

14. SUCCESSORS: This Agreement shall bind and inure to the successors in interest of the PARTIES and the AGENCIES in the same manner as if such successors had been expressly named herein.

15. TIME: Time is of the essence of this Agreement.

16. NOTICE: All notices, billings, and communications between the parties shall be addressed as follows:

NOTICE TO THE PARTIES: County of Sacramento
Community Development Block Grant
700 - H Street, Suite 7650
Sacramento, California 95814

City of Sacramento
City Manager's Office
915 "I" Street, Room 109
Sacramento, California 95814

SM-ALC/DE (Col. Robert Carey)
McClellan AFB, California 95652

NOTICE TO THE AGENCIES: Redevelopment Agency of the
County of Sacramento/
Redevelopment Agency of the
City of Sacramento
P.O.Box 1834
Sacramento, California 95809

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
as of the day and year first above written.

COUNTY OF SACRAMENTO, a political sub-
division of the State of California

BY _____
Chairperson, Board of Supervisors

CITY OF SACRAMENTO, a political sub-
division of the State of California

BY _____
Mayor, City of Sacramento

UNITED STATES OF AMERICA

BY Gary N. Guest
Gary N. Guest, Contracting Officer

5703400 3006305 314423 07 533 11 S503200

REDEVELOPMENT AGENCY OF THE COUNTY OF SACRAMENTO
REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

BY _____
Title:

THE AGENCIES

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors

APPROVED: _____
Agency Attorney

APPROVED AS TO FORM: _____
County Counsel

Agency Finance Dept.

City Attorney

Funding Source (Agency)

Eric A. DeBorja
U.S. Air Force
Deputy Staff Judge Advocate

