



**SACRAMENTO
HOUSING AND REDEVELOPMENT
AGENCY**



4

January 20, 1987

Budget and Finance Committee
of the City of Sacramento
Sacramento, California

Honorable Members in Session:

SUBJECT: Authorization to Execute 1987 Oak Park and Alkali Flat
Project Area Committee Contracts,

SUMMARY

The attached report is submitted to you for review and recommendation prior to consideration by the Redevelopment Agency of the City of Sacramento.

RECOMMENDATION

The staff recommends approval of the attached resolution authorizing execution of the contracts.

Respectfully submitted,

William H. Edgar

WILLIAM H. EDGAR
Executive Director

TRANSMITTAL TO COMMITTEE:

Jack R. Crist

JACK R. CRIST
Deputy City Manager

Attachment

00960



**SACRAMENTO
HOUSING AND REDEVELOPMENT
AGENCY**



January 12, 1987

Redevelopment Agency of the
City of Sacramento
Sacramento, California

Honorable Members in Session:

SUBJECT: Authorization to Execute 1987 Oak Park and Alkali Flat
Project Area Committee Contracts

SUMMARY

The attached resolution authorizes the Executive Director of the Redevelopment Agency to execute contracts with the Project Area Committees for the 1987 program year.

BACKGROUND

Each year the Redevelopment Agency provides authorization to execute contracts with Project Area Committees. The Oak Park Project Area Committee (PAC) and the Alkali Flat Project Area Committee (PAC) reviewed and approved their contracts and budgets for 1987 during their January meetings. Oak Park PAC contract and budget is attached as Attachment I. Alkali Flat PAC contract is attached as Attachment II.

The initial Oak Park and Alkali Flat PAC staff responsibility under the PAC contracts will be to develop a Work Program for the contract year. This Work Program will be presented to the Oak Park and Alkali Flat PACs for approval in February 1987.

Activities to be included in the Oak Park PAC staff Work Program are: coordination of an Enterprise Zone Task Force if Oak Park receives Enterprise Zone designation, publication and distribution of the PAC newsletter, coordinating the Oak Park Community Garden, recruiting participants in the Summer Workrecreation Program, holding regular executive and subcommittee meeting of the PAC, marketing and taking applications for housing rehabilitation loans, and reviewing applications for low income housing.

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SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

Redevelopment Agency of the
City of Sacramento
January 12, 1987
Page 2

The Alkali Flat PAC staff Work Program is: marketing the facade rebate and commercial loan program to property owners on 12th Street, marketing the residential rehabilitation loan program, coordinating the Police Department's Neighborhood Watch and Crime Alert Programs and Fire Department's Arson Prevention Program, monitoring construction and rehabilitation projects in the area, holding regular meetings of the PAC, implementing the Sacramento Local Conservation Corp Clean-up Program, recruiting participants for the Summer Youth Workrecreation Program, and publishing the Alkali Flat Review Newsletter.

FINANCIAL DATA

Funds for both the Oak Park and Alkali Flat PAC contracts will come completely from Tax Increment monies which are included in the 1987 Agency Budget.

The Oak Park PAC budget for 1987 provides \$26,280 for services and supplies, \$74,761 for staff, \$23,923 for fringe benefits and \$11,475 for overhead, for a grand total of \$136,439.

The Alkali Flat PAC staff are Agency employees and, therefore, their staff costs and distributed overhead expenses are not budgeted separately by the Agency. For your information Alkali Flat PAC staff costs are \$70,624, plus \$22,600 for fringe benefits. The budget for services and supplies is \$25,000 with \$11,705 for distributed overhead, for a grand total of \$129,929.

ENVIRONMENTAL REVIEW

PAC budgets are exempt from environmental review.

POLICY IMPLICATIONS

The PAC budget recommendations are consistent with previously approved policy and there are no policy changes being recommended.

VOTE AND RECOMMENDATION OF OAK PARK PROJECT AREA COMMITTEE

At their January 7, 1987 general meeting the PAC considered the recommendations presented in this report. The Commission and Council will be notified of their recommendation.

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

Redevelopment Agency of the
City of Sacramento
January 12, 1987
Page 3

VOTE AND RECOMMENDATION OF ALKALI FLAT PROJECT AREA COMMITTEE

At their January 7, 1987 general meeting the PAC considered the recommendations presented in this report. The Commission and Council will be notified of their recommendation.

VOTE AND RECOMMENDATION OF COMMISSION

At its special meeting of January 12, 1987, the Sacramento Housing and Redevelopment Commission adopted a motion recommending adoption of the attached resolution. The votes were as follows:

AYES: Glud, Moose, Pettit, Sanchez, Simon, Simpson,
Wiggins, Wooley, Yew, Amundson
NOES: None
ABSENT: Sheldon

RECOMMENDATION

The staff recommends adoption of the attached resolution authorizing the Executive Director to execute the 1987 Agreements with the Oak Park and Alkali Flat Project Area Committees.

Respectfully submitted,

William H. Edgar

WILLIAM H. EDGAR
Executive Director

TRANSMITTAL TO COUNCIL:

WALTER J. SLIPE
City Manager

Contact Person: Trish Davey

2329K

RESOLUTION NO.

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO
ON DATE OF

January 27, 1987

AUTHORIZING EXECUTION OF 1987
PROJECT AREA COMMITTEE CONTRACTS
(Oak Park and Alkali Flat)

BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY
OF SACRAMENTO:

Section 1: The Executive Director is hereby authorized to execute contracts with the Oak Park and Alkali Flat Project Area Committees relating to their respective operating budgets for 1987. Such contracts shall be in accordance with the recommendations in the staff report for this resolution.

CHAIR

ATTEST:

SECRETARY

0660L

(4)

1987
AGREEMENT
OAK PARK PROJECT AREA
COMMITTEE/REDEVELOPMENT AGENCY

THIS AGREEMENT, entered into January 1, 1987 by and between the OAK PARK PROJECT AREA COMMITTEE, elected advisory body (hereinafter referred to as the "PAC"), and the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, a public body, corporate and politic (hereinafter referred to as the "Agency").

WITNESSETH:

WHEREAS, a program of community redevelopment has been undertaken in the Oak Park Project Area (hereinafter referred to as the "Project Area"); and

WHEREAS, pursuant to Article 6.5 of Chapter 4 of the Community Redevelopment Law of the State of California, the PAC has been formed as the Project Area Committee for the Project Area; and

WHEREAS, both the PAC and the Agency have a responsibility to the residents of the Project Area as well as other residents of the City of Sacramento to insure that the program for redevelopment and community development in the Project Area is executed so as to achieve the objectives of the Redevelopment Plan adopted for the Project Area; and

WHEREAS, the parties desire to cooperate with each other so as to better carry out their responsibility to the residents of the Project Area as well as the residents of the City as a whole.

NOW THEREFORE, the PAC and the Agency agree as follows:

Section 1. MUTUAL COOPERATION OF PAC AND AGENCY STAFF

The PAC and the Agency staff shall cooperate in formulating and executing a Redevelopment Program for the Project Area. The PAC and Agency staff shall jointly study and evaluate the Project Area, and may recommend policies, programs and procedures which will fulfill the need of the Project Area.

All policy matters within Agency or PAC control which affect either the character of the Project Area or the people living, working, operating businesses or owning property within the Project Area, shall be submitted to both the PAC and the Agency staff for review and recommendation before being implemented.

Section 2. RESPONSIBILITIES AND OBLIGATIONS OF THE PAC

(a) The PAC shall inform the residents of the Project Area of the nature and extent of the Redevelopment Program and Community Development Block Grant (CDBG) Program being conducted therein, and encourage their participation in the process. The PAC shall also provide information to the residents of the Project Area concerning the available resources and the progress of these programs, and information regarding housing and redevelopment activities which may affect these residents. The PAC shall actively solicit, and periodically inform the Agency staff regarding the views of the residents regarding these activities. The PAC shall assist the Agency staff in disseminating information regarding said programs.

(b) The PAC shall provide to the Agency staff upon request advice and assistance on items which include but are not limited to the following:

1. Relocation
2. Land Acquisition
3. Rehabilitation loans and marketing
4. Commercial loans and grants
5. Subsidized housing applications
6. Survey activity, posting of public notices connected with project area activities.
7. Structural clearance
8. Reviewing, recommending on the equal opportunity activities within the Project Area
9. The making available of a list of unemployed and underemployed residents of the Project Area to assist potential employers and to improve job opportunities of residents
10. Preparation and distribution of mailings within Project Area
11. Recruitment of persons to purchase property within the Project Area
12. Implementation of plans and programs provided for in the Implementation Strategy and Work Program
13. Notifying Agency of all PAC meetings, providing the Agency with agendas, and posting minutes five (5) days prior to the meeting date.

In addition, during the first month of this contract PAC staff will work with Agency staff to develop a Work Program for the contract year which identifies specific PAC Staff responsibilities. The Work Program will be submitted to the PAC for review and adoption as an amendment to this contract.

Section 3. RESPONSIBILITIES AND OBLIGATIONS OF AGENCY

The Agency is vested with the authority under State law to administer the program of redevelopment activities within the Project Area. Nothing in this Agreement shall be deemed or construed to be an abdication or delegation of such responsibility or obligation.

(a) The Agency staff will be responsible for carrying out the overall program in the Project Area and disbursing money on behalf of the PAC in accordance with City Council policy. The Agency staff shall provide technical assistance to the PAC.

(b) The Agency staff shall monitor PAC expenditures and approve payments by the Agency's Finance Division.

(c) The Agency staff shall notify PAC of all special meetings of the Sacramento Housing and Redevelopment Commission and the Agency. Copies of the agenda of regular meetings of the Sacramento Housing and Redevelopment Commission shall be given to the PAC five (5) days prior to the day of said meetings.

(d) The Agency shall provide adequate time for PAC to formulate and express views on all policy matters relating to activities effecting the residents of the Project Area or the PAC itself.

Section 4. NEIGHBORHOOD DEVELOPMENT DIVISION STAFF

The Agency Neighborhood Development Division staff shall be the principal staff maintaining liaison between the Agency and the PAC.

(a) The Neighborhood Development Division staff shall have the responsibility of coordinating redevelopment activities and Community Development Block Grant (CDBG) activities within the Project Area and of providing all housing, community development and related information to PAC. The Neighborhood Development Division staff shall be available for meetings of the PAC.

(b) The Neighborhood Development Division staff shall monitor PAC expenditures and approve payments by the Agency's Finance Division.

Section 5. ORGANIZATION OF THE PROJECT AREA COMMITTEE

(a) The PAC shall include but not be limited to residential owner-occupants, tenants, business persons, and member of community organizations that service the Project Area. Members of the PAC shall be elected upon vote of the residents and business concerns located within the boundaries of the Project Area and under rules set forth in the PAC By-Laws. The Sacramento City Council shall confirm such a representative PAC following each election and upon execution of the Contract.

(b) The PAC shall adopt By-laws and either a Constitution or Articles of Incorporation. Any proposed amendment to said By-laws, Constitution, or Articles shall be submitted to the Agency prior to adoption by the PAC. Said Constitution, Articles, and By-laws shall be amended within sixty (60) days following the effective date of this Agreement to be made consistent with the provisions of this Agreement and applicable State and Federal law.

(c) The PAC shall adopt personnel policies and procedures which shall be generally consistent with those of the Redevelopment Agency.

(d) Staff employed by the PAC shall not be employees of or the responsibility of the Agency, but shall be the responsibility of the PAC. The PAC shall recruit and hire its own employees.

(e) The PAC shall hold regular meetings, which meetings shall be open to the public and shall afford full opportunity for residents of the Project Area to voice their views. Agenda shall be prepared and distributed with adequate time prior to the date of the meeting for which it was prepared.

A copy of the agenda shall be posted in the PAC office twenty-four (24) hours prior to each regular meeting. The PAC shall keep minutes of all meetings and shall contain a record of all PAC actions, including a current list of active members.

(f) The PAC shall deliver to the Agency staff the following:

1. Copies of notices, agenda, and minutes of its meetings and other PAC actions, prior to or concurrent with normal distribution.

2. Notice of any changes in the PAC Constitution, Articles of Incorporation, By-laws, Board of Directors, general membership, staff or consultants, written monthly informational report; and in general, communicate with Agency staff regarding the neighborhood.

(g) The PAC bears the responsibility and liability for the performance of the services set forth in this Agreement and any other activities undertaken by the Board of Directors, officers, staff or consultants. The Agency shall not be liable or responsible for, and the PAC shall save and hold harmless the Agency from and against any and all claims and damages of every kind for injury to or death of any person or persons and for damages to or loss of property or misappropriation of funds arising out of or attributed directly or indirectly to the operation of the PAC. The PAC shall obtain and within ten (10) days from the date of this Agreement provide evidence to the Agency of public liability insurance with limits not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for injury or death of one person; and ONE MILLION DOLLARS (\$1,000,000) for injury or death caused in a single occurrence; and TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for property damage.

(h) The Agency shall be a required joint signatory to any agreement involving funds allocated to PAC pursuant to this Agreement to which PAC is a party which extends beyond the term of this Agreement of which provides for expenditures in excess of any budget line item; provided, however, that all agreements to which PAC is a party shall be submitted to the Agency staff for approval as to legal form and adequacy prior to the date of execution.

All Community Development Block Grant funds from the City that are approved for disbursement to the PAC must be in accordance with Federal regulations governing Community Development Block Grant (CDBG) (24 CFR Part 750, specifically 570.502, 570.505 and 570.907, and the Standards for Grantee Financial Management Block Grant Funds, Appendix G of Federal Management Circular 74-7).

Section 6. PAC AND AGENCY STAFF RELATIONSHIPS WITH
COMMUNITY ORGANIZATIONS AND RELATED
COMMISSIONS AND CITY DEPARTMENTS

The City Council of Sacramento adopted those certain policies relating to Agency and PAC relationships on December 14, 1976 and directed that those policies be incorporated in this Agreement. The pertinent policies are as follows:

(a) The PAC should review and comment on proposed activities directly to the specific body or department who is responsible for such activities.

(b) The PAC should be provided the opportunity as an advisory body to review and comment on the programs or activities of other community organization within their respective project areas.

(c) The Agency and the PAC shall comply with these policies.

Sacramento Housing and Redevelopment Commission. The Sacramento Housing and Redevelopment Commission will act as the advisory body to the City Council for housing and redevelopment matters. The PAC will act as a community advisory body to the Commission. The Commission and the PAC will work together jointly to reveiw, discuss and advise the Agency on housing and redevelopment matters that pertain to the Project Area.

Section 7. TERM

(a) The budget portion of the Agreement shall be effective at such time as the City of Sacramento approves and makes available monies for the new year (January 1987 to December 1987). This Agreement shall be effective at such time as approved in writing by the authorized representative of the Redevelopment Agency of the City of Sacramento and the PAC Board of Directors.

(b) This Agreement may be amended at any time prior to termination by mutual consent of the parties.

(c) The Executive Director of the Agency may, after consultation with the PAC, recommend termination of this Agreement. In no event shall this Agreement be cancelled without thirty (30) days prior written notification to the PAC.

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

REDEVELOPMENT AGENCY OF THE
CITY OF SACRAMENTO

BY _____
WILLIAM H. EDGAR
Executive Director

APPROVED AS TO FORM:

OAK PARK PROJECT AREA COMMITTEE

Agency Counsel

BY _____

APPROVED:

Finance Department

APPROVED:

Organization

Fund: 247
Object Code: Various
Cost Code: 0720
Organization: 5630

2329K

EXHIBIT "A"

COMPENSATION - BUDGET

BUDGET

The Redevelopment Agency agrees to disburse from Oak Park Tax Increment funds allocated for Project Area Committee (PAC) funding for the Oak Park Redevelopment Program a sum not to exceed One Hundred Thirty Six Thousand Four Hundred Thirty-Nine Dollars (\$136,439) to pay expenses incurred by the PAC. The Redevelopment Agency shall keep all accounting records and make payments upon approval by the Agency's Director's of Finance of a disbursement request from the PAC with the signature of two of the three following officers: Chairperson, Vice-Chairperson and Treasurer. The Agency's Director of Finance shall make payment of PAC salary staff upon request and signature of the Director of the PAC. The Agency's Director of Finance shall render monthly reports to the PAC of its expenditures. Such disbursement requests shall be accompanied by supporting records, bills, invoices, or other documentation where appropriate.

1. PAC STAFF: The PAC may employ an Executive Director, a Secretary and a Community Services Specialist. The Redevelopment Agency shall pay the salaries of such employees in an amount not to exceed the following:

Executive Director - THIRTY FOUR THOUSAND THREE HUNDRED AND SIXTY DOLLARS (34,360)

One (1) Clerk Typist II - (\$17,734) SEVENTEEN THOUSAND SEVEN HUNDRED THIRTY FOUR DOLLARS

One (1) Community Services Specialist - TWENTY TWO THOUSAND SIX HUNDRED SIXTY SEVEN DOLLARS (\$22,667)

All staff positions will be established upon mutual determination by the parties hereto.

2. The Redevelopment Agency shall also pay the cost of fringe benefits for PAC employees in the amount not to exceed TWENTY THREE THOUSAND NINE HUNDRED TWENTY THREE DOLLARS (\$23,923).

3. The Redevelopment Agency shall pay the overhead cost of PAC office space, utilities, operation of the PAC, which may include but not be limited to office furniture, reimbursement for PAC meeting attendance, travel (local and out-of-town) for staff and PAC members, fiscal accounting, and elections not to exceed TWENTY SIX THOUSAND TWO HUNDRED EIGHTY DOLLARS (\$26,280).
4. The Redevelopment Agency shall pay the distributed overhead costs relative to support services provided to the PAC not to exceed ELEVEN THOUSAND FOUR HUNDRED SEVENTY FIVE DOLLARS (\$11,475).

MODIFICATION OF BUDGET AND CARRYOVER

Except as noted below, the maximum amount of expenses payable for any particular budget item may be increased with corresponding decreased made to another item to items.

If the total expenses incurred by the PAC during the term of this Agreement are less than the maximum limitation set forth in this Agreement, the difference will not be carried forward, and the entire amount will revert to the Agency's Oak Park Tax Increment overall contingency budget line item for that year to be spent within the Project Area for another activity.

ACCOUNTS, BOOKS AND RECORDS

Accounts, books and records of the expenses and expenditures of the PAC shall be maintained by the Agency and shall be open for the review and inspection of property designated members of the PAC.

2329K

1987
AGREEMENT
ALKALI FLAT PROJECT AREA
COMMITTEE/REDEVELOPMENT AGENCY

THIS AGREEMENT, entered into January 1, 1987 by and between the ALKALI FLAT PROJECT AREA COMMITTEE, elected advisory body (hereinafter referred to as the "PAC"), and the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, a public body, corporate and politic (hereinafter referred to as the "Agency").

WITNESSETH:

WHEREAS, a program of community redevelopment has been undertaken in the Alkali Flat Project Area (hereinafter referred to as the "Project Area"); and

WHEREAS, pursuant to Article 6.5 of Chapter 4 of the Community Redevelopment Law of the State of California, the PAC has been formed as the Project Area Committee for the Project Area; and

WHEREAS, both the PAC and the Agency have a responsibility to the residents of the Project Area as well as other residents of the City of Sacramento to insure that the program for redevelopment and community development in the Project area is executed so as to achieve the objectives of the Redevelopment Plan adopted for the Project Area; and

WHEREAS, the parties desire to cooperate with each other so as to better carry out their responsibility to the residents of the Project Area as well as the residents of the City as a whole.

NOW THEREFORE, the PAC and the Agency agree as follows:

Section 1. MUTUAL COOPERATION OF PAC AND AGENCY STAFF

The PAC and the Agency staff shall cooperate in formulating and executing a Redevelopment Program for the Project Area. The PAC and Agency staff shall jointly study and evaluate the Project Area, and may recommend policies, programs and procedures which will fulfill the need of the Project Area.

All policy matters within Agency or PAC control which affect either the character of the Project Area or the people living, working, operating businesses or owning property within the Project Area, shall be submitted to both the PAC and the Agency staff for review and recommendation before being implemented.

Section 2. RESPONSIBILITIES AND OBLIGATIONS OF THE PAC

(a) The PAC shall inform the residents of the Project Area of the nature and extent of the Redevelopment Program and Community Development Block Grant (CDBG) Program being conducted therein, and encourage their participation in the process. The PAC shall also provide information to the residents of the Project Area as to the available tools and resources and the progress of these programs, and information regarding housing and redevelopment activities which may effect these residents. The PAC shall actively solicit, and periodically inform the Agency staff regarding the views of the residents regarding these activities. The PAC shall assist the Agency staff in disseminating information regarding said programs.

(b) The PAC shall provide to the Agency staff upon request advice and assistance on items which include but are not limited to the following:

1. Relocation
2. Land Acquisition
3. Rehabilitation loans and marketing
4. Commercial loans and grants
5. Subsidized housing application
6. Survey activity, posting of public notices connected with project area activities.
7. Structural Clearance
8. Reviewing, recommending on the equal opportunity activities within the Project Area
9. The making available of a list of unemployed and underemployed residents of the Project Area to assist potential employers and to improve job opportunities of residents
10. Preparation and distribution of mailings within Project Area
11. Recruitment of person to purchase property within the Project Area
12. Implementation of plans and program provided for in the Implementation Strategy and Work Program
13. Notify Agency of all PAC meetings and, provide the Agency with agendas, and past minutes five (5) days prior to the meeting date

In addition, during the first month of this contract PAC staff will work with Agency staff to develop a Work Program for the contract year which identifies specific PAC Staff responsibilities. The Work Program will be submitted to each PAC for review and adoption as an amendment to this contract.

Section 3. RESPONSIBILITIES AND OBLIGATIONS OF AGENCY

The Agency is vested with the authority under State law to administer the program of redevelopment activities within the Project Area. Nothing in this Agreement shall be deemed or construed to be an abdication or delegation of such responsibility or obligation.

(a) The Agency staff will be responsible for carrying out the overall program in the Project Area and disbursing money on behalf of the PAC in accordance with City Council policy. The Agency staff shall provide technical assistance to the PAC.

(b) The Agency staff shall monitor PAC expenditures and approve payments by the Agency's Finance Division.

(c) The Agency staff shall notify PAC of all special meetings of the Sacramento Housing and Redevelopment Commission and the Agency. Copies of the agenda of regular meetings of the Sacramento Housing and Redevelopment Commission shall be given to the PAC five (5) days prior to the day of said meetings.

(d) The Agency shall provide adequate time for PAC to formulate and express views on all policy matters relating to activities effecting the residents of the Project Area or the PAC itself.

Section 4. NEIGHBORHOOD DEVELOPMENT DIVISION STAFF

The Agency Neighborhood Development Division staff shall be the principal staff maintaining liaison between the Agency and the PAC.

(a) The Neighborhood Redevelopment Division staff shall have the responsibility of coordinating the Redevelopment activities and Community Development Block Grant (CDBG) activities within the Project Area and of providing all housing, community development and related information to PAC. The Neighborhood Development Division staff shall be available for meetings of the PAC.

(b) The Neighborhood Development Division staff shall monitor PAC expenditures and approve payments by the Agency's Finance Division.

Section 5. ORGANIZATION OF THE PROJECT AREA COMMITTEE

(a) The PAC shall include but not be limited to residential owner-occupants, tenants, business persons, and member of community organizations that service the Project Area. Members of the PAC shall be elected upon vote of the residents and business concerns located within the boundaries of the Project Area and under rules set forth in the PAC By-Laws. The Sacramento City Council shall confirm such a representative PAC following each election and upon execution of the Contract.

(b) The PAC shall adopt By-laws and either a Constitution or Articles of Incorporation. Any proposed amendment to said By-laws, Constitution or Articles shall be submitted to the Agency prior to adoption by the PAC. Said Constitution, Articles and By-laws shall be amended within sixty (60) days following the effective date of this Agreement to be made consistent with the provisions of this Agreement and applicable State and Federal law.

(c) The PAC shall abide by the personnel policies and procedures of the Redevelopment Agency.

(d) Staff employed by the Alkali Flat PAC shall be employees of the Agency.

(e) The PAC shall hold regular meetings, which meetings shall be open to the public and shall afford full opportunity for residents of the Project Area to voice their views. Agenda shall be prepared and distributed with adequate time prior to the date of the meeting for which it was prepared.

A copy of the agenda shall be posted in the PAC office twenty-four (24) hours prior to each regular meeting. The PAC shall keep minutes of all meetings and shall contain a record of all PAC actions, including a current list of active members.

(f) The PAC shall deliver to the Agency staff the following:

1. Copies of notices, agenda, and minutes of its meetings and other PAC actions, prior to or concurrent with normal distribution.
2. Notice of any changes in the PAC Constitution, Articles of Incorporation, By-laws, Board of Directors, general membership, staff or consultants, written monthly informational report; and in general, communicate with Agency staff regarding the neighborhood.

(g) The PAC bears the responsibility and liability for the performance of the services set forth in this Agreement and any other activities undertaken by the Board of Directors, officers, staff or consultants. The Agency shall not be liable or responsible for, and the PAC shall save and hold harmless the Agency from and against any and all claims and damages of every kind for injury to or death of any person or persons and for damages to or loss of property or misappropriation of funds arising out of or attributed directly or indirectly to the operation of the PAC. The PAC shall obtain and within ten (10) days from the date of this Agreement provide evidence to the Agency of public liability insurance with limits not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for injury or death of one person; and ONE MILLION DOLLARS (\$1,000,000) for injury or death caused in a single occurrence; and TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for property damage.

(h) The Agency shall be a required joint signatory to any agreement involving funds allocated to PAC pursuant to this Agreement to which PAC is a party which extends beyond the term of this Agreement of which provides for expenditures in excess of any budget line item; provided, however, that all agreements to which PAC is a party shall be submitted to the Agency staff for approval as to legal form and adequacy prior to the date of execution.

All Community Development Block Grant funds from the City that are approved for disbursement to the PAC must be in accordance with Federal regulations governing Community Development Block Grant (CDBG) (24 CFR Part 750, specifically 570.502, 570.505 and 570.907, and the Standards for Grantee Financial Management Block Grant Funds, Appendix G of Federal Management Circular 74-7).

Section 6. PAC AND AGENCY STAFF RELATIONSHIPS WITH
COMMUNITY ORGANIZATIONS AND RELATED
COMMISSIONS AND CITY DEPARTMENTS

The City Council of Sacramento adopted those certain policies relating to Agency and PAC relationships on December 14, 1976 and directed that those policies be incorporated in this Agreement. The pertinent policies are as follows:

(a) The Project Area Committee should review and comment on proposed activities directly to the specific body or department who is responsible for such activities.

(b) The Project Area Committee should be provided the opportunity as an advisory body to review and comment on the programs or activities of other community organization within their respective project areas.

(c) The Agency and the PAC shall comply with these policies.

Sacramento Housing and Redevelopment Commission. The Sacramento Housing and Redevelopment Commission will act as the advisory body to the City Council for housing and redevelopment matters. The PAC will act as a community advisory body to the Commission. The Commission and the PAC will work together jointly to reveiw, discuss and advise the Agency on housing and redevelopment matters that pertain to the Project Area.

Section 7. TERM

(a) The budget portion of the Agreement shall be effective at such time as the City of Sacramento approves and makes available monies for the new year (January 1987 to December 1987). This Agreement shall be effective at such time as approved in writing by the authorized representative of the Redevelopment Agency of the City of Sacramento and the PAC Board of Directors.

(b) This Agreement may be amended at any time prior to termination by mutual consent of the parties.

(c) The Executive Director of the Agency may, after consultation with the PAC, recommend termination of this Agreement. In no event shall this Agreement be cancelled without thirty (30) days prior written notification to the PAC.

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

REDEVELOPMENT AGENCY OF THE
CITY OF SACRAMENTO

BY _____
WILLIAM H. EDGAR
Executive Director

APPROVED AS TO FORM:

ALKALI FLAT PROJECT AREA
COMMITTEE

Agency Counsel

BY _____

APPROVED:

Finance Department

APPROVED:

Organization

Fund: 246
Object Code: Various
Cost Code: 0620
Organization: 5630

2329K

EXHIBIT "A"

COMPENSATION - BUDGET

BUDGET

The Redevelopment Agency agrees to disburse from Alkali Flat Tax Increment funds allocated for Project Area Committee (PAC) funding for the Alkali Flat Redevelopment Program a sum not to exceed ONE HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED TWENTY-NINE DOLLARS (\$129,929) to pay expenses incurred by the PAC. The Redevelopment Agency shall keep all accounting records and make payments upon approval by the Agency's Director's of Finance of a disbursement request from the PAC with the signature of two of the three following officers: Chairperson, Vice-Chairperson and Treasurer. The Agency's Director of Finance shall make payment of PAC salary staff upon request and signature of the Director of the PAC. The Agency's Director of Finance shall render monthly reports to the PAC of its expenditures. Such disbursement requests shall be accompanied by supporting records, bills, invoices, or other documentation where appropriate.

1. PAC STAFF: The PAC may employ an Executive Director, a Secretary and a Community Services Specialist. The Redevelopment Agency shall pay the salaries of such employees in an amount not to exceed the following:

Executive Director - THIRTY FOUR THOUSAND THREE HUNDRED AND SIXTY DOLLARS (\$34,360)

One (1) Clerk Typist II - SIXTEEN THOUSAND SIX HUNDRED EIGHTY-THREE DOLLARS (\$16,683)

One (1) Community Services Specialist - NINETEEN THOUSAND FIVE HUNDRED EIGHTY-ONE DOLLARS (\$19,581)

All staff positions will be established upon mutual determination by the parties hereto.

2. The Redevelopment Agency shall also pay the cost of fringe benefits for PAC employees in the amount not to exceed TWENTY TWO THOUSAND SIX HUNDRED DOLLARS (\$22,600).
3. The Redevelopment Agency shall pay the overhead cost of PAC office space, utilities, operation of the PAC, which may include but not be limited to office furniture, reimbursement for PAC attendance, travel (local and out-of-town) staff and members, fiscal accounting and elections not to exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000).

4. The Redevelopment Agency shall pay the distributed overhead costs relative to support services provided to the PAC not to exceed ELEVEN THOUSAND SEVEN HUNDRED FIVE DOLLARS (\$11,705).

MODIFICATION OF BUDGET AND CARRYOVER

Execpt as noted below, the maximum amount of expenses payable for any particular budget item may be increased with corresponding decreased made to another item to items.

If the total expenses incurred by the PAC during the term of this Agreement are less than the maximum limitation set forth in this Agreement, the difference will not be carried forward, and the entire amount will revert to the City's Community's Development Block Grant overall contingency budget line item for that year. The PAC may request that these extra funds be spend within the Project Area for another activity.

ACCOUNTS, BOOKS AND RECORDS

Accounts, books and records of the expenses and expenditures of the PAC shall be maintained by the Agency and shall be open for the review and inspection of properly designated members of the PAC.

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