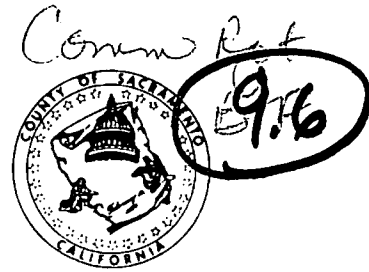


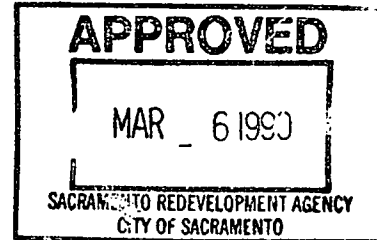


**SACRAMENTO
HOUSING AND REDEVELOPMENT
AGENCY**



March 6, 1990

Redevelopment Agency of the
City of Sacramento
Sacramento, California



Honorable Members in Session:

SUBJECT: Authorization to Execute 1990 Oak Park and Alkali Flat
Project Area Committee Contracts

SUMMARY

This report recommends that the Executive Director be authorized to execute 1990 Oak Park and Alkali Flat Project Area Committee Contracts.

BACKGROUND

Each year the Redevelopment Agency provides authorization to execute contracts with the Oak Park and Alkali Flat Project Area Committees. These contracts clarify the working relationship between the Agency and the project area committees which are non-profit organizations contracted by the Agency to advise us on redevelopment activities. The Agency does not have a similar contract with the Del Paso Heights Redevelopment Advisory Committee because the RAC does not have non-profit status. Instead, individual Redevelopment Advisory Committee members are appointed by the City Council solely to advise us on our redevelopment activities in the project area.

This year the Oak Park Project Area Committee (OPPAC) and the Alkali Flat Project Area Committee (AFPAC) have reviewed and approved their contracts for 1990 at their January meetings. The Oak Park PAC contract is attached as Attachment I. The Alkali Flat PAC contract is attached as Attachment II.

3-6-90
D-1 & 5

10-11-1944

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

Redevelopment Agency of the
City of Sacramento
March 6, 1990
Page 2

FINANCIAL DATA

Funds for Agency administrative expenses directly related to the Oak Park and Alkali Flat PAC's are available from Tax Increment monies and are included in the 1990 Agency Administrative Budget for the Neighborhood Development Division.

The 1990 Budget provides approximately \$9,100 and \$21,650 respectively for Oak Park and Alkali Flat PAC related expenses including meeting stipends, office rent, telephone services postage and copying.

ENVIRONMENTAL REVIEW

PAC contracts are exempt from environmental review.

POLICY IMPLICATIONS

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

VOTE AND RECOMMENDATION OF OAK PARK PROJECT AREA COMMITTEE (PAC)

At their January 3, 1990 regular meeting the Oak Park PAC considered the recommendation presented in this report. The Oak Park PAC voted unanimously to approve staff recommendation. The votes were as follows:

AYES: Carroll Anderson, James Bozeman, Harrison Crump,
Patricia Dansby, Gail DeForest, Larry Lydon,
Will Moore, Derrell Roberts, Guy Robinson,
Albert Toh, Richard Lucero, Fred Millar, Ray White

NOES: None

ABSENT: John Healy, Adolphus McGee

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

Redevelopment Agency of the
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VOTE AND RECOMMENDATION OF ALKALI FLAT PROJECT AREA COMMITTEE (PAC)

At its special meeting of December 6, 1989, the Alkali Flat PAC adopted a motion recommending adoption of the attached resolution. The votes were as follows:

AYES: Barajas, Booher, Camacho, Castillo, Flores
Giannini, Glauz, Masters, Murguia, C. Williams,
T. Williams, Viarnes

NOES: None

ABSENT: Bustamante

VOTE AND RECOMMENDATION OF COMMISSION

At its meeting of February 26, 1990, the Sacramento Housing and Redevelopment Commission adopted a motion recommending adoption of the attached resolution. The votes were as follows:

AYES: Amundson, Diepenbrock, Pernel, Simon, Strong, Wiggins
Wooley, Yew, Simpson

NOES: None

ABSENT: Moose

RECOMMENDATION


The staff recommends adoption of the attached resolution authorizing the Executive Director to execute the 1990 Agreements with the Oak Park and Alkali Flat Project Area Committees.

Respectfully submitted,

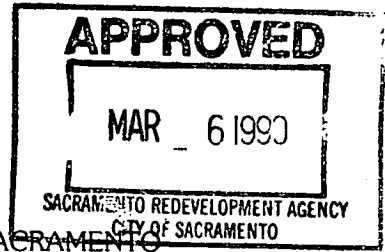


ROBERT E. SMITH
Executive Director

TRANSMITTAL TO COUNCIL:

For: 
WALTER J. SLIPE
City Manager
Contact Person: Anne Moore
(440-1315)

OPAFRPT



RESOLUTION NO. 90-015

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

ON DATE OF _____

1990 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 authorized to execute contracts, in substantially the form attached and subject to approval of Agency Counsel, with the Oak Park and Alkali Flat Project Area Committees for 1990 operations.

CHAIR

ATTEST:

SECRETARY

1100WPP2(586)

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

**1990 AGREEMENT
ALKALI FLAT PROJECT AREA COMMITTEE/
REDEVELOPMENT AGENCY**

THIS AGREEMENT, entered into January 1, 1990 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, the parties desire to cooperate with each other so as to achieve the objectives of the Redevelopment Plan adopted for the Project Area.

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

Section 1. MUTUAL COOPERATION OF PAC AND AGENCY STAFF

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

Agency shall submit all policy matters within Agency or PAC control which are deemed by the Agency to affect either the character of the Project Area of the people living, working, operating businesses or owning property within the Project Area, to the PAC for review and recommendation prior to implementation.

Agency shall submit all policy matters within Agency or PAC control which are deemed by the Agency to affect either the character of the Project Area of the people living, working, operating businesses or owning property within the Project Area, to the PAC for review and recommendation prior to implementation.

Section 2. RESPONSIBILITIES AND OBLIGATIONS OF THE PAC

(a) The PAC shall encourage participation in the redevelopment programs. The PAC shall actively solicit, and periodically inform the Agency staff regarding the views of the residents regarding said activities. The PAC shall assist the Agency staff in disseminating information regarding said program.

(b) The PAC shall provide to the Agency staff, upon request, advice and/or 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 or public notices connected with project area activities.
7. Structural clearance
8. Reviewing, recommending on the equal opportunity activities within the Project Area
9. 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 mailing within the Project Area

(c) The PAC shall do the following:

1. Notify Agency of all proposed PAC meetings, at least five (5) days prior to the meeting date and cooperate with Agency in:
2. Notifying the public of all PAC meetings in accordance with the Brown Act and fully comply with the Requirement of the Brown Act,
3. Act in strict compliances with all laws and regulations.

(d) PAC shall not obligate funds, enter contracts or make expenditures of funds in the name of or as agent of the Agency. Expenditure of funds by the PAC for purposes not authorized hereunder or by action of the Agency shall be a material breach of this Agreement.

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 program in the Project Area and disbursing money on behalf of the PAC in accordance with the Agency Budget and City Council policy. The Agency staff shall provide technical assistance to the PAC.

(b) The Agency staff shall notify the Chairperson of the Board of the 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 Chairperson of the Board five (5) days prior to the day of said meetings.

(c) 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, and the PAC shall transmit said views to the Agency. Unless subsequently endorsed by the Agency, the policy shall be stated as exclusively the views of the PAC.

Section 4. NEIGHBORHOOD DEVELOPMENT DIVISION STAFF

The Agency Neighborhood Development Division staff are and shall be the principal staff maintaining liaison between the Agency and the PAC. Neighborhood Development Division staff, as Agency employees are and shall remain independent of the PAC.

The Neighborhood Development Division staff shall have the responsibility of coordinating redevelopment activities and Community Development Block Grant (CDBG) activities within the Project Area on behalf of the Agency and of providing all housing, community development and related information to PAC. The Neighborhood Development Division staff shall be available for regular monthly meetings of the PAC and other meetings as approved by the Agency in advance.

Section 5. ORGANIZATION OF THE PROJECT AREA COMMITTEE

(a) The PAC shall include but not be limited to residential owner-occupants, property owners, tenants, business persons, and member of community organizations that service the Project Area. Members of the PAC shall be elected and/or under rules approved by the Agency and set forth in the PAC By-Laws. The Agency shall submit to Sacramento City Council the PAC's representatives, following each election and upon execution of the Contract for confirmation or rejection.

(b) Any proposed amendment to By-laws, Articles of Incorporation or other aforementioned documents shall be submitted to the Agency prior to adoption by the PAC.

Section 6. MEETINGS

(a) The PAC governing body shall hold regular monthly meetings, which meetings shall be open to the public in accordance with law and shall afford full opportunity for residents of the Project Area to voice their views.

(b) Agency shall reimburse PAC governing body for expenses incurred in attending monthly regular meetings and other meetings as approved by Agency in advance.

The PAC shall keep minutes of all meetings and the Agency shall maintain a record of all PAC actions, including a current list of active members.

(c) 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 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 maintain, and within ten (10) days from the date of this Agreement provide evidence tot he 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.

(d) 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.

**Section 7. PAC AND AGENCY STAFF RELATIONSHIPS WITH
COMMUNITY ORGANIZATIONS AND RELATED
COMMISSIONS AND CITY DEPARTMENTS**

The Agency adopted certain policies relating to Agency and PAC relationships on December 14, 1976 which policies are incorporated in this Agreement by this reference. Said policies include without limitation, the following:

(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. All other such policies, as they now exist or may from time to time be adopted, are hereby incorporated in this Agreement by reference and made binding on the parties.

Section 8. TERM

(a) 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) If the PAC is in default of this Agreement, the Agency may terminate this Agreement after written notice. In any event, this Agreement maybe cancelled by either party after thirty (30) days prior written notification.

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 _____
ROBERT E. SMITH
Executive Director

APPROVED AS TO FORM

ALKALI FLAT PROJECT AREA
COMMITTEE

Agency Counsel

APPROVED:

Finance Department

APPROVED:

Organization

Cost Code: A00620
Organization: 2540
Account: Various

AGREEMEN/jr

BY _____

**1990 AGREEMENT
OAK PARK PROJECT AREA COMMITTEE/
REDEVELOPMENT AGENCY**

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WITNESSETH:

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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, the parties desire to cooperate with each other so as to achieve the objectives of the Redevelopment Plan adopted for the Project Area.

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

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lwattII

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REDEVELOPMENT AGENCY OF THE
CITY OF SACRAMENTO

BY _____
ROBERT E. SMITH
Executive Director

APPROVED AS TO FORM

OAK PARK PROJECT AREA
COMMITTEE

Agency Counsel

APPROVED:

BY _____

Finance Department

APPROVED:

Organization

Cost Code: A00620
Organization: 2540
Account: Various

AGREEMEN/jr