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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

APR 15 1980

OFFICE OF THE  
CITY CLERK

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 Plascia  
Senior Management Analyst

Recommendation Approved:

  
Walter J. Slips, City Manager

April 15, 1980

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 \$33,333.33. 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. DeWitt  
U.S. Air Force  
Deputy Staff Judge Advocate



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

APPROVED  
BY THE CITY COUNCIL

APR 15 1980

OFFICE OF THE  
CITY CLERK

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NOTICE TO THE AGENCIES: Redevelopment Agency of the  
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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.

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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

\_\_\_\_\_  
Agency Finance Dept.

\_\_\_\_\_  
Funding Source (Agency)

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
U.S. Air Force  
Deputy Staff Judge Advocate

## EXHIBIT A

### Program Objective

The Sacramento City/County Redevelopment Agency agrees to prepare a redevelopment plan, acceptable under State redevelopment law, and to undertake all other actions necessary to have the five specific areas outlined on Map A-1, declared as Redevelopment Areas. Such plan will be prepared so as to be accepted for adoption by the City Council/County Board of Supervisors acting as the respective Redevelopment Agencies and will be accepted by these bodies prior to final payment under this contract (ten percent of contract funds to be withheld pending plan adoption.) Additionally, the Agency agrees that the balance of the area outlined on Map A-1 shall be analyzed to the extent that all necessary studies and plans leading up to, but stopping just short of, actually declaring that area a redevelopment area shall be completed.

### Budget

The attached budget shall serve as an outline for services to be performed.

#### Budget Estimate for Preparation of McClellan Final Redevelopment Plan

##### Phase I - 1979-80

A. Consultant to Prepare Final Redevelopment Plan [Approximately 12 months in preparation]	\$ 30,000
B. Sacramento Housing and Redevelopment Agency [Coordination and reviews]	\$ 10,000
C. Mail-outs for Required Public Hearing [2650 property owners; certified letters required]	\$ 3,800
D. Project Area Committee - Meeting Vouchers for Members [31 members X \$14 X 12 months]	\$ 5,600
E. Consultants of Supportive Documents	
1. <u>Environmental Impact Report</u>	\$ 20,000
Preparation of appropriate environmental documents	



in accordance with applicable rules and regulations by the Environmental Section of Sacramento County (assuming noise impact information available from McClellan).

2. Marketability and Economic Analysis \$ 15,000

Determination of highest and best use of surplus property, property appraisals, market demand, identification of constraints to development, parcelization and disposition recommendations and estimate.

3. Splinter City Development Traffic Analysis and Elkhorn Boulevard Preliminary Cost Estimate \$ 6,000

Analysis and determination of traffic impacts of development of Splinter City as proposed by market study and recommendations as appropriate. Preparation of initial preliminary design and cost estimates for Elkhorn Boulevard depression under proposed runway extension.

SUBTOTAL	\$ 90,400
Contingencies	9,600
TOTAL	\$100,000

Evaluation

The Monthly Narrative Reports (EXHIBIT B) shall be reviewed by the Sacramento County Community Development Block Grant Program office, the City of Sacramento's City Manager's Office, and the SM-ALC/DE Office at McClellan A.F.B. prior to the processing of payment requests.

Payments

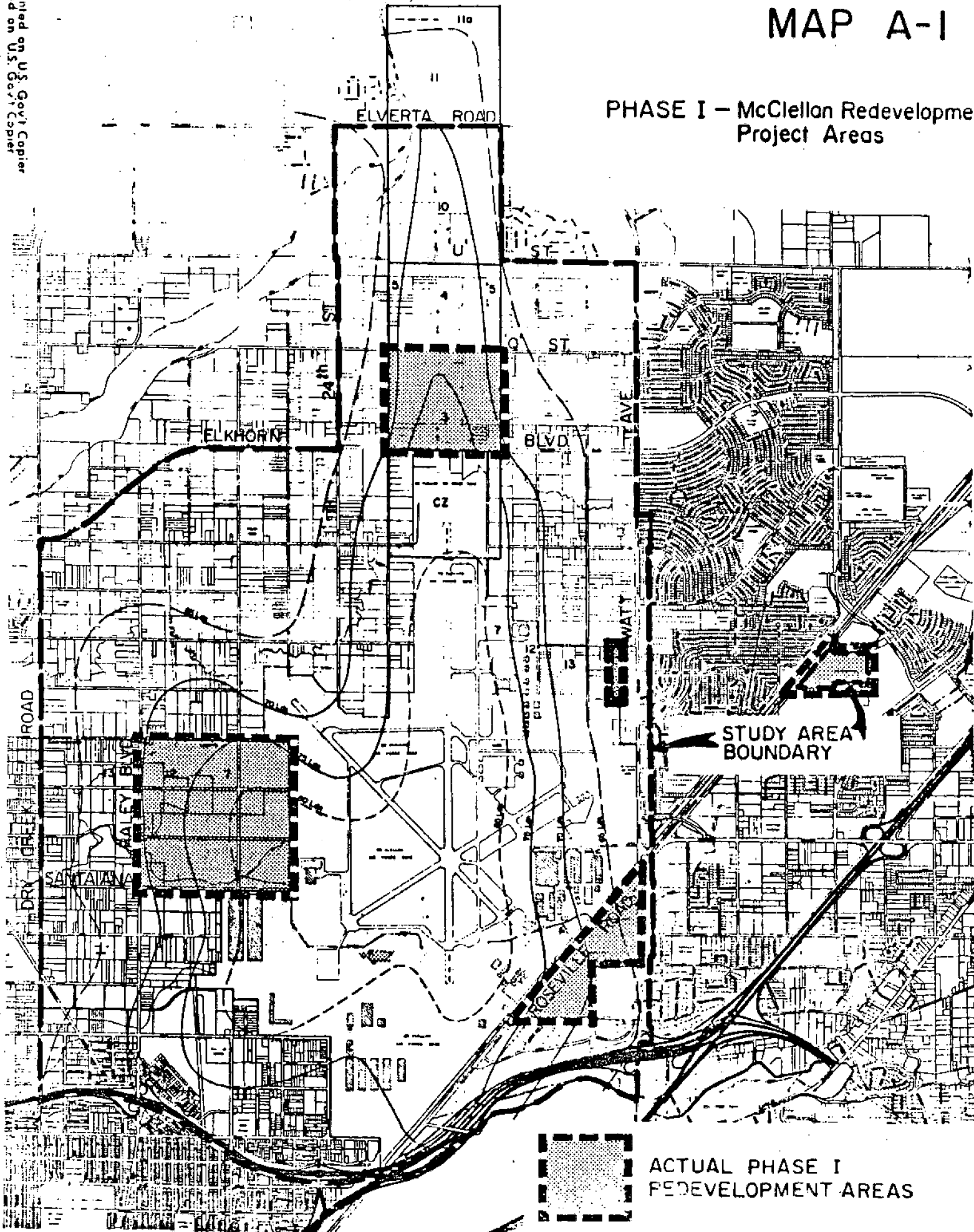
One-third each from the City of Sacramento, the County of Sacramento, and the U.S. Air Force (McClellan A.F.B.)

A complete monthly expenditure breakdown along with a request for one-third payment shall be submitted separately to each party.

# MAP A-1

## PHASE I - McClellan Redevelopment Project Areas

Printed on U.S. Gov't Copier  
Printed on U.S. Gov't Copier



Printed on U.S. Gov't Copier

MONTHLY NARRATIVE REPORT

FOR MONTH OF \_\_\_\_\_

Organization \_\_\_\_\_ Project \_\_\_\_\_

Name of Person Completing Form \_\_\_\_\_ Telephone \_\_\_\_\_

A. Operating Steps Taken: (List major activities such as hiring of staff, signing of contract, purchase of equipment or supplies, etc.)

B. Accomplishments This Month: (List services provided, rehabilitations performed, construction completed, etc.)

C. Problems Encountered:

D. Extent of Project Completion to Date: \_\_\_\_\_ %

EXHIBIT B