

SACRAMENTO AREA FLOOD CONTROL AGENCY

44

FOR AGENDA OF: December 12, 1989

City Council and
Housing Authority of the City of Sacramento
Sacramento, California

CITY MANAGER'S OFFICE
RECEIVED
DEC 1 1989

Honorable Members in Session

APPROVED
BY THE CITY COUNCIL.

SUBJECT: INTERAGENCY AGREEMENT

DEC 12 1989

AG 89122

SUMMARY:

OFFICE OF THE
CITY CLERK

Staff recommends that the City Council and Housing Authority approve the attached resolutions authorizing the Mayor to execute an interagency agreement with the Sacramento Area Flood Control Agency, the County of Sacramento, the Sacramento County Water Agency, the City of Sacramento, and the Housing Authority of the City of Sacramento for staffing, funding, and support services.

BACKGROUND/FINANCIAL DATA

In January 1989, the Board of Supervisors and Sacramento City Council created the the Office of City/County Flood Control Planning and appointed William H. Edgar as the Executive Director. With the creation of the Flood Control Planning Office an Interagency Agreement was executed by the City of Sacramento, the County of Sacramento and the Sacramento County Water Agency. During October 1989, the Sacramento Area Flood Control Agency (SAFCA) was created by a joint exercise of powers agreement with the City of Sacramento, County of Sacramento/Sacramento County Water Agency, County of Sutter/Sutter County Water Agency, Reclamation District 1000, and American River Flood Control District. On October 26, the SAFCA Board of Directors appointed William H. Edgar as Executive Director and authorized him to begin implementation of the new Agency. The first step of the implementation process involves the formalizing the process by means of an interagency agreement for staffing, funding and support services. This agreement will replace the Interagency Agreement for the Flood Control Planning Office.

The key items contained within the Agreement are as follows:

- Section 1: Continued funding of SAFCA by the City and County/Water Agency until permanent funding mechanism is in place and the Water Agency would advance SAFCA \$100,000 for cash flow purposes.
- Section 2: Provides for return rights to the respective organizations for William H. Edgar, Satoshi Matsuda, Terry L. Paxton and Diana G. Connolly.

INTERAGENCY AGREEMENT

Agenda of December 12, 1989

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Section 3: Use of County support services, especially the Department of Public Works.

Section 4: Provides for the reimbursement by SAFCA of City and County/Water Agency contributions.

POLICY IMPLICATIONS:

The Interagency Agreement is consistent with actions taken by the City Council in entering into the Joint Exercise of Powers Agreement creating the Sacramento Area Flood Control Agency and previous action taken concerning the Flood Control Planning office. The Sacramento Area Flood Control Agency Board of Directors approved this agreement on November 9, 1989.

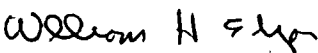
MBE/WBE:

Not applicable.


RECOMMENDATIONS:

Staff recommends that the City Council and the Housing Authority of the City of Sacramento approve the attached resolutions authorizing the Mayor to execute an interagency agreement with the Sacramento Area Flood Control Agency, the County of Sacramento, the Sacramento County Water Agency, the City of Sacramento, and the Housing Authority of the City of Sacramento for staffing, funding, and support services.

Respectfully submitted,


WILLIAM H. EDGAR
Executive Director

Approval Recommended


WALTER J. SLIPE
City Manager

CONTACT PERSON: Satoshi Matsuda
Director of Administration
440-7606

WHE:SM:d

Agenda Date
All Districts

c:\wp50\sm\inter.cc
Attachment

cc. SHRA Executive Director
SHRA Agency Clerk

RESOLUTION NO. 89-954

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

APPROVED
BY THE CITY COUNCIL

DEC 12 1989

OFFICE OF THE
CITY CLERK

INTERAGENCY AGREEMENT FOR THE SACRAMENTO AREA FLOOD CONTROL AGENCY

BE IT RESOLVED BY THE SACRAMENTO CITY COUNCIL:

1. The Mayor is authorized to execute the Interagency Agreement with the Sacramento Area Flood Control Agency, the County of Sacramento, the Sacramento County Water Agency, the City of Sacramento, and the Housing Authority of the City of Sacramento for staffing, funding and support services.

MAYOR

ATTEST:

SECRETARY

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FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

RESOLUTION NO. 89-047A

ADOPTED BY THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO - 2 1989



ON DATE OF _____

**INTERAGENCY AGREEMENT FOR THE
SACRAMENTO AREA FLOOD CONTROL AGENCY**

BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO:

1. The Chairman is authorized to execute the Interagency Agreement with the Sacramento Area Flood Control Agency, the County of Sacramento, the Sacramento County Water Agency, the City of Sacramento, and Housing Authority of the City of Sacramento for staffing, funding and support services.

CHAIRMAN

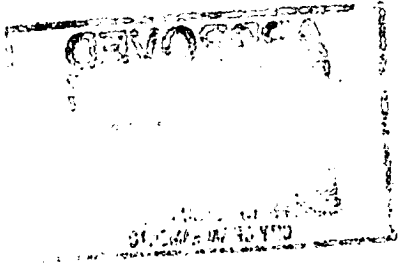
ATTEST:

SECRETARY

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____



APPROVED
BY THE CITY COUNCIL

DEC 12 1989

RESOLUTION NO. 89-095

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO OFFICE OF THE CITY CLERK

ON DATE OF _____



INTERAGENCY AGREEMENT FOR THE SACRAMENTO AREA FLOOD CONTROL AGENCY

BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO:

1. The Chairman is authorized to execute the Interagency Agreement with the Sacramento Area Flood Control Agency, the County of Sacramento, the Sacramento County Water Agency, the City of Sacramento, and the Housing Authority of the City of Sacramento for staffing, funding and support services.

CHAIRMAN

ATTEST:

SECRETARY

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FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

INTERAGENCY AGREEMENT
FOR THE SACRAMENTO AREA FLOOD CONTROL AGENCY

THIS AGREEMENT is made and entered into this ___ day of _____, 1989, by and between the CITY OF SACRAMENTO, a municipal corporation, hereinafter referred to as "CITY", the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", the "SACRAMENTO COUNTY WATER AGENCY, an agency created pursuant to the Sacramento County Water Agency Act formed commencing at West's Water Code-Appendix §66-1 and Deering's Water Uncodified Act §6730a, hereinafter referred to as "AGENCY", the HOUSING AUTHORITY OF THE CITY OF SACRAMENTO, a public body, corporate, and politic, hereinafter referred to as "HOUSING AUTHORITY" and the SACRAMENTO AREA FLOOD CONTROL AGENCY, a joint exercise of powers agency, hereinafter referred to as "SAFCA".

RECITALS

WHEREAS, each of the parties to this Agreement is a local governmental entity functioning within the Sacramento metropolitan area;

WHEREAS, SAFCA was formed in order to provide coordinated planning for the control of waters within or flowing into the boundaries of the parties to said joint exercise of powers agency and for the protection of private and public property within said boundaries;

WHEREAS, SAFCA was formed to provide a coordinated and regional effort to finance, provide and maintain facilities and

works necessary to ensure not less than the minimum level of flood protection, as defined by the Federal Emergency Management Agency, in developed and urbanizing areas which are designated for residential, commercial, or industrial uses within the boundaries of the parties to said joint exercise of powers agency;

WHEREAS, in order to facilitate and expedite coordinated and regional efforts to obtain not less than 100 year flood protection, COUNTY and CITY previously authorized the establishment of the Office of Flood Control Planning, SAFCA's predecessor;

WHEREAS, COUNTY and CITY previously executed an Interagency Agreement, memorializing interim staffing and financing pending the creation of SAFCA;

WHEREAS, SAFCA, COUNTY, CITY, AGENCY, and HOUSING AUTHORITY desire to execute an Interagency Agreement so as to facilitate the administration and operation of SAFCA pending implementation of the financing mechanisms authorized by SAFCA's Joint Exercise of Powers Agreement; and

WHEREAS, SAFCA, COUNTY, CITY, AGENCY, and HOUSING AUTHORITY desire to ensure continuity in SAFCA's staffing and support services;

NOW, THEREFORE, in consideration of the mutual promises contained herein, SAFCA, COUNTY, CITY, AGENCY, and HOUSING AUTHORITY hereby agree as follows:

Section 1. INTERIM FINANCIAL ARRANGEMENTS.

CITY and AGENCY agree to fund, on a 50-50 basis, SAFCA's operating expenses, including direct, indirect and overhead costs until such time as SAFCA's permanent financing mechanisms have been implemented in accordance with the terms of the Joint Exercise of Powers Agreement.

AGENCY further agrees to advance to SAFCA, no later than January 1, 1990, the sum of \$100,000 for SAFCA's cash flow purposes. Said advance shall be utilized solely for purposes of meeting SAFCA's operating expenses as approved in SAFCA's annual budget. Interest accruing on said advance shall be credited to AGENCY.

Section 2. STAFFING ARRANGEMENTS.

SAFCA's Executive Director, Director of Administration, Director of Engineering and Executive Secretary positions shall be filled with COUNTY, CITY and HOUSING AUTHORITY employees by means of personal services agreements entered into by and between said parties.

On October 26, 1989, the SAFCA Board of Directors appointed William H. Edgar as Executive Director. During his tenure as Executive Director, Mr. Edgar shall retain the classification and salary of the Assistant City Manager of CITY.

Satoshi Matsuda, an employee of Housing Authority, has been designated as the Director of Administration. Terry L. Paxton, an employee of CITY, has been designated as the Director of

Engineering. Diana G. Connolly, an employee of COUNTY, has been designated as the Executive Secretary. For such time as said individuals are employed in the aforementioned capacities by SAFCA, they shall be compensated at the salary and employee benefit level of their respective classification with each of the aforementioned entities.

Upon completion of their tenure with SAFCA, each of said individuals shall be afforded the opportunity to resume their employment at their previous classification level within each of their respective agencies.

COUNTY, CITY and HOUSING AUTHORITY shall submit to SAFCA, on a monthly basis, a claim for the full cost of the salaries, employee benefits and indirect employee costs of said individuals. SAFCA shall pay said costs within 60 days after receiving a claim therefor.

Section 3. COUNTY SUPPORT SERVICES.

COUNTY's Department of Public Works shall provide all necessary support services to SAFCA, including but not limited to accounting, personnel, contracting, assistance with preparation of requests for proposals, proposal evaluations, negotiations, contracting, and other related services. COUNTY shall submit to SAFCA, a claim for the costs of all such support services. SAFCA shall reimburse COUNTY for said costs within 60 days after receiving said claim.

Pursuant to Section 17 of the Joint Exercise of Powers Agreement, COUNTY Auditor and Treasurer shall also serve as SAFCA's Auditor and Treasurer. COUNTY shall submit to SAFCA, a claim for any services rendered by the Auditor and Treasurer. SAFCA shall reimburse COUNTY for said services within 60 days after receiving said claim.

SAFCA shall, as necessary, utilize the services of other COUNTY departments for such services as data processing, general services and personnel. COUNTY shall submit to SAFCA, a claim for any services rendered by said departments. SAFCA shall reimburse COUNTY for said services within 60 days after receiving said claim.

Section 4. REIMBURSEMENT OF COSTS INCURRED BY CITY, COUNTY AND AGENCY.

SAFCA agrees to reimburse CITY, COUNTY and AGENCY for all costs incurred by said agencies since March 1, 1989 in connection with the establishment and operation of SAFCA and in connection with any funds advanced to SAFCA pursuant to Section 24 of the Joint Exercise of Powers Agreement. Said reimbursement shall be made after such revenue becomes available to SAFCA through the financing mechanisms identified in said Joint Exercise of Powers Agreement.

Section 5. MUTUAL INDEMNIFICATION.

No party to this Agreement nor any officer or employee thereof shall be responsible for any damage or liability

occurring by reason of anything done or omitted to be done by another party to this Agreement under or in connection with any work, authority, or jurisdiction delegated to said other party under this Agreement. Each party to this Agreement shall fully indemnify and hold each other party to this Agreement harmless from and against all claims, losses and liabilities occurring by reason of anything done or omitted to be done by said indemnifying party under or in connection with any work, authority, or jurisdiction delegated to said party under this Agreement.

Section 6. TERMINATION.

This Agreement shall be terminated upon the abolishment of SAFCA.

Section 7. NOTICES

Any notices or other communications to be given to parties pursuant to this Agreement shall be given by delivering said notices in writing to the parties at the addresses set forth below.

City of Sacramento

Walter J. Slipe
City Manager
918 "I" Street, Room 109
Sacramento, CA 95814-2684

County of Sacramento

Brian H. Richter
County Executive
700 H Street, Room 7650
Sacramento, CA 95814

Sacramento County Water Agency

Douglas M. Fraleigh
Agency Engineer
Sacramento County Water
Agency
827 7th Street, Room 304
Sacramento, CA 95814

Sac. City Housing Authority

Robert E. Smith
Executive Director
Sac. Housing & Redev. Agency
630 I Street
Sacramento, CA 95814

Sacramento Area Flood Control
Agency

William H. Edgar
Executive Director
926 "J" Street, Suite 424
Sacramento, CA 95814

Section 8. AMENDMENTS.

Amendments or modifications to this Agreement shall be in writing and executed by all parties.

Section 9. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement and understanding among the CITY, COUNTY, AGENCY, HOUSING AUTHORITY and SAFCA concerning the subject matter contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first written above.

CITY OF SACRAMENTO, a
municipal corporation

ATTEST:

City Clerk

By _____
Mayor

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

ATTEST:

Clerk of the
Board of Supervisors

By _____
Chairperson, Board of Supervisors

SACRAMENTO COUNTY WATER AGENCY,
an agency created pursuant to the
Sacramento County Water Agency Act

Clerk of the
Board of Supervisors

By _____
Chairman, Board of Directors

HOUSING AUTHORITY OF THE CITY
OF SACRAMENTO, a public body,
corporated and politic

ATTEST:

Clerk of the
Housing Authority

By _____
Chairman

SACRAMENTO AREA FLOOD CONTROL AGENCY,
a joint exercise of powers agency.

ATTEST:

Secretary of the SAFCA

By _____
Executive Director

APPROVED AS TO FORM:

CITY ATTORNEY
City of Sacramento

County Counsel
County of Sacramento

a-interagency