

2003-201

RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF APR 22 2003

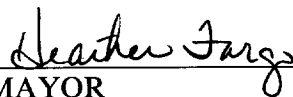
A RESOLUTION AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A JOINT LEAD AGENCY AGREEMENT BETWEEN THE CITY OF SACRAMENTO AND SUTTER COUNTY RELATED TO THE NATOMAS BASIN HABITAT CONSERVATION PLAN PROCESS

WHEREAS, City and Sutter County have collaborated in the preparation of the revised Natomas Basin Habitat Conservation Plan (NBHCP), including the associated environmental impact report (EIR), Implementation Agreement, and related documents.

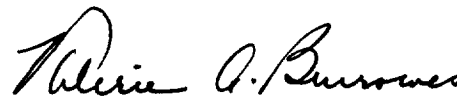
WHEREAS, the City and Sutter County will implement the NBHCP within the boundaries of each jurisdiction. Each of the parties to this agreement has a substantial claim to be the lead agency for the NBHCP EIR.

WHEREAS, the EIR may be prepared in conjunction with the U.S. Fish and Wildlife Service's environmental impact statement (EIS) required for the proposed project under the National Environmental Protection Act (NEPA).

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Sacramento that the City Manager or his designee is authorized to execute the Joint Lead Agency Agreement between the City and Sutter County attached as Exhibit A.


MAYOR

ATTEST:


CITY CLERK

FOR CITY CLERK USE ONLY

2003-201

RESOLUTION NO. _____

DATE ADOPTED: APR 22 2003

JOINT LEAD AGENCY AGREEMENT

This agreement is entered into by and between the City of Sacramento, a chartered city, (City) and the County of Sutter, a political subdivision of the State of California, (Sutter) pursuant to the California Environmental Quality Act (CEQA) and Title 14, California Code of Regulations section 15051(d), on _____, 2003.

RECITALS

A. City and Sutter have collaborated in the preparation of a regional habitat conservation plan in the Natomas Basin known as the Natomas Basin Habitat Conservation Plan (NBHCP), including the associated environmental impact report (EIR), implementation agreement, and related documents.

B. City and Sutter will implement the NBHCP within the boundaries of each jurisdiction. Each party to this agreement has a substantial claim to be the lead agency for the NBHCP EIR.

C. The EIR may be prepared in conjunction with the U. S. Fish and Wildlife Service's environmental impact statement (EIS) required for the proposed project under the National Environmental Policy Act (NEPA).

City and Sutter agree as follows:

1. The above recitals are incorporated in this agreement by reference.
2. The City is designated as lead agency as the project applies to City, and Sutter is designated as lead agency as the project applies to Sutter for the purpose of preparing the environmental impact report (EIR) for the NBHCP.
3. City and Sutter agree to cooperate and act in good faith to perform and accomplish all the requirements of CEQA and its Guidelines pertaining to the lead agency.
4. All documents or notices required to be prepared and/or filed by the lead agency, to the extent appropriate, shall be jointly executed by the appropriate official of each party. Neither party may act unilaterally in terms of any action required to be taken by the lead agency, except that it is understood that the governing board of each agency must independently review, analyze, adopt, and certify the EIR, and make findings and statements of overriding considerations, as appropriate.

5. This agreement has no effect on any financial arrangements made or to be made between City and County to prepare the EIR and any related documents, which financial liabilities and responsibilities are subject to other agreements between the parties.

COUNTY OF SUTTER

CITY OF SACRAMENTO

By _____
Larry T. Combs
County Administrative Officer

By _____
Robert Thomas, City Manager

DATED _____

DATED _____

ATTEST:

ATTEST:

JOAN BECHTEL, CLERK

CITY CLERK

By _____

By _____

APPROVED AS TO LEGAL FORM
SUTTER COUNTY COUNSEL

APPROVED AS TO LEGAL FORM
SACRAMENTO CITY ATTORNEY

By _____

By _____