



**SACRAMENTO
HOUSING AND REDEVELOPMENT
AGENCY**



5

September 11, 1990

Budget and Finance Committee
of the City Council
Sacramento, CA

Honorable Members in Session:

SUBJECT: Amendment to Master Agreement for Financial
Consultant Services with Katz, Hollis, Coren &
Associates

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
approving the contract amendment.

Respectfully submitted,

ROBERT E. SMITH
Executive Director

TRANSMITTAL TO COMMITTEE:

JACK R. CRIST
Deputy City Manager

Attachment



SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY



September 18, 1990

Redevelopment Agency of the
City of Sacramento
Sacramento, CA 95814

Honorable Members in Session:

SUBJECT: Amendment to Master Agreement for Financial Consultant
Services with KATZ, HOLLIS, COREN & ASSOCIATES

SUMMARY

This report requests that the Executive Director be authorized to amend the Master Agreement for consulting services with Katz, Hollis, Coren & Associates ("Katz Hollis"), by extending the term of the contract to December 31, 1990 and increasing the amount by \$40,000. This request is made in order to continue to maintain a high level of technical and financial assistance in such areas as redevelopment project area tax increment projections, plan adoption services, and specific analysis of individual development of projects. A copy of the agreement is attached as Exhibit "A" for your reference.

BACKGROUND

On December 1, 1988, the Agency executed a contract with the firm of Katz, Hollis, Coren & Associates, as one of the approved financial consultants on the Agency's list established jointly by the Housing and Redevelopment Commission and staff. The amount of the contract, \$50,000, was allocated in the approved 1989 Agency operating budget. Subsequently, in November, 1989, this contract was amended to add \$50,000 and extend the term to November 30, 1990. These funds were allocated in the 1990 budget, and were used to help provide the plan adoption services for Richards Boulevard and preparatory work on the 1990 bond issue for the Downtown Redevelopment area. All funds have been expended at the current time, and in fact, additional costs have been incurred due to the complexities of the Richards Boulevard Plan adoption (i.e., unanticipated additional meetings and formal report preparation generated by the school districts' call for fiscal review). Examples of the additional, unanticipated consultant services required include attendance at two meetings of the Fiscal Review Committee (FRC), as well as several internal meetings with the school consultant, analysis of Agency staff research materials and preparation of a written response to the FRC report; preparation of all public hearing documents for the Richards Boulevard Plan

(1)

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

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Adoption, Alkali Flat Plan Amendment and Section 33679 (State Health and Safety Code) public hearing and related report; preparation of a Memorandum of Understanding and fiscal detriment agreement with the Sacramento County-Yolo County Mosquito Abatement District; and consultants' attendance at two joint public hearings.

The original Agency allocation for plan adoption services was \$25,000, and did not include the items listed above. In order to pay outstanding invoices in the amount of \$20,584, staff is requesting approval of a budget amendment to the 1990 budget from its Downtown Development budget, consultant line item. Funds currently budgeted for miscellaneous public works projects are available for reallocation. Staff is also recommending that an additional \$15,000 in 1990 funds be set aside at this time to provide for services in relation to the School Districts' lawsuit against the Agency and its Richards Boulevard Redevelopment Plan adoption.

Finally, \$4,000 in new budget authority is being requested to provide financial consulting to the Downtown. Please see "Financial Data" which follows for a summary of this breakdown.

FINANCIAL DATA

The original contract amount, including the first amendment, was \$100,000, and all funds have been expended or allocated as of the current date. The additional contract amount is for \$40,000, bringing the total contract amount to \$140,000 for period ending December 31, 1990. These additional funds are available in the Downtown Development consultant contract amount (4222). Since these costs are associated with the Richards Boulevard Project Area, funds will be transferred from Downtown Tax Increment Fund 102 to Richards Boulevard Fund 108.

ENVIRONMENTAL REVIEW

The Katz Hollis contract is for technical advice and assistance on financial matters in connection with the planning of redevelopment activities.

CEQA: Not a project per Section 15378(b)(3).
NEPA: Not applicable - no federal funding involved.

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POLICY IMPLICATIONS

The actions proposed in this staff report are consistent with previously approved policy, and there are no policy changes being recommended.

MBE/WBE

The recommended action involves the extension of an existing contract with a firm from the Agency's approved list of consultants, and therefore, MBE/WBE policies are not applicable.

VOTE AND RECOMMENDATION OF COMMISSION

At its meeting of September 10, 1990, the Sacramento Housing and Redevelopment Commission adopted a motion recommending that you approve the attached resolution. The votes were as follows:

AYES:

NOES:

ABSENT:

RECOMMENDATION

Staff recommends the adoption of the attached resolution authorizing the Executive Director to execute the second amendment to the Master Agreement for Consulting Services.

Respectfully submitted,



ROBERT E. SMITH
Executive Director

TRANSMITTAL TO COUNCIL:

WALTER J. SLIPE
City Manager

Contact Person: Gene Masuda, Assistant Director,
Community Development, 440-1355

2AmdKatzH

RESOLUTION NO.

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

ON DATE OF _____

AMENDMENT TO MASTER AGREEMENT FOR CONSULTING SERVICES WITH KATZ HOLLIS COREN & ASSOCIATES

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

Section 1: The Executive Director is authorized and directed to execute the attached "Second Agreement to Master Agreement to Provide Consulting Services" amending the agreement dated December 1, 1988 between the Redevelopment Agency of the City of Sacramento and Katz, Hollis, Coren & Associates, Inc., for financial consulting services related to redevelopment projects within the City of Sacramento.

Section 2: The Executive Director is authorized to amend the Agency budget to transfer \$36,000 from Downtown Tax Increment to Richards Boulevard Tax Increment.

CHAIR

ATTEST:

SECRETARY

P:\Share\Reso\AmdKatzH

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

SECOND AMENDMENT TO MASTER AGREEMENT
TO PROVIDE CONSULTING SERVICES

This Agreement is entered into this 1st day of October, 1990, by and between the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO (herein called "Agency") and KATZ, HOLLIS, COREN & ASSOCIATES, INC. (herein called "Consultant").

RECITALS

- A. The Agency and Consultant entered into a Master Agreement for Consulting Services on December 1, 1988, and amended said Agreement on December 1, 1989. Such Agreement and Amendment is attached as Exhibit 1; and
- B. The parties desire to amend said Agreement to increase the total amount of compensation from \$100,000 to \$140,000; and
- C. The parties desire to extend the term of the contract.

AGREEMENT

NOW, THEREFORE, Agency and Consultant agree that the Master Agreement for Consulting Services dated December 1, 1988 shall be amended as follows:

1. The maximum amount the Agency is authorized to pay shall be amended to read as follows:

"The maximum compensation under this separate Agreement shall not exceed ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000) unless this amount is increased by the Agency.
2. The work completion date within the Schedule of Performance shall be amended to December 31, 1990.

3. Except as modified herein or in any other properly approved amendments, all the terms and conditions of this Master Agreement for Consulting Services, dated December 1, 1988 shall remain the same and unchanged.

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

APPROVED AS TO FORM:

General Counsel

REDEVELOPMENT AGENCY OF THE CITY
OF SACRAMENTO

By *Robert E. Smith*

ROBERT E. SMITH
Executive Director

APPROVED:

Finance Department

Cost Center: A00200/A00801
Organization: 2455 6300
Account: 4222 4222

KATZ, HOLLIS, COREN &
ASSOCIATES, INC.

By _____

Principal

Federal I.D. No. 95-3437993

APPROVED:

Organization

2AmdKatzH

KATZ, HOLLIS, COREN & ASSOCIATES, INC.
HOURLY FEE SCHEDULE
(Effective through June 30, 1991)



Principals	\$130 per hour
Senior Associates	\$110 per hour
Associates	\$ 90 per hour
Senior Analysts	\$ 80 per hour
Analysts	\$ 60 per hour
Research Analysts	\$ 55 per hour
Secretarial/Administrative	\$ 40 per hour

The Agency will compensate the Consultant for out-of-pocket expenses incurred by the Consultant in connection with services performed hereunder at an amount equal to 110 percent of the following schedule:

Incurring Expenses - by an amount equal to actual incurred expenses.

Automobile Mileage - at the rate of \$0.20 per mile.

Photocopies - at the rate of \$0.10 per page for each document copy in excess of five (5) document copies.

"Incurring expenses" include, but are not limited to, authorized travel by common carrier; long distance telephone calls; commercial reproduction; assessment map and roll acquisition or reproduction; shipping and messenger services; and other similar expenses. Incurring expenses do not include normal overhead expenses.

MASTER
AGREEMENT FOR CONSULTING SERVICES

Exhibit 1

THIS AGREEMENT is entered into on this 1st day of December, 1988, by and between the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO (herein referred to as "Agency") and KATZ, HOLLIS, COREN & ASSOCIATES, INC., a California corporation (herein referred to as "Consultant").

WITNESSETH

WHEREAS, the Agency has undertaken certain activities pursuant to the California Community Redevelopment Law necessary to the planning and execution of redevelopment projects; and

WHEREAS, the Agency desires to engage the Consultant to render certain technical advice and assistance on financial matters in connection with such undertakings of the Agency; and

WHEREAS, the Consultant represents that it is qualified to perform such services under this Agreement.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

I. SCOPE OF SERVICES

The Consultant shall provide technical advice and assistance on financial matters of the Agency, and perform all of the necessary services related thereto, for projects, jobs, or other work requests of Agency upon written request of Agency. Said requests shall be in writing specifying the work to be done and the maximum compensation to be paid therefore, and signed by the Executive Director or Deputy Executive Director of the Agency.

The Consultant, when requested by the Executive Director or Deputy Executive Director of the Agency, shall confer with and advise the Agency regarding the various aspects of its plans and programs.

Services to be performed hereunder do not include services related to the issuance or sale of bonds by the Agency.

II. SCHEDULE OF PERFORMANCE

The services of Consultant shall commence upon execution of this Agreement and shall be performed at such time or times as may be necessary to assist the expeditious completion of Agency's activities.

Scheduling of all other services to be provided under this Agreement shall be as mutually agreed upon by the Agency and the Consultant.

III. ASSISTANCE, DATA AND INFORMATION TO BE FURNISHED BY THE AGENCY

The Agency shall provide the Consultant with any plans, publications, reports, statistics, records or other data or information pertinent to services to be performed hereunder, which are reasonably available to the Agency.

The Agency shall additionally provide the Consultant with appropriate staff assistance and shall take prompt and appropriate action when it will assist in insuring proper and timely performance by the Consultant hereunder.

IV. COMPENSATION AND METHOD OF PAYMENT

A. Compensation

The Agency will compensate the Consultant for services performed hereunder in accordance with the following schedule, in an aggregate amount not to exceed Fifty Thousand Dollars (\$50,000.00).

For services provided hereunder, the Agency shall compensate the Consultant in accordance with the following schedule:

Principals	\$120 per hour
Senior Associates	\$100 per hour
Associates	\$ 80 per hour
Senior Analysts	\$ 70 per hour
Analysts	\$ 55 per hour
Research Analysts	\$ 50 per hour
Secretarial/Admin.	\$ 35 per hour

The Agency shall compensate the Consultant for expenses actually incurred by the Consultant in connection with services performed hereunder in accordance with the following schedule:

Incurred Expenses - by an amount equal to actual incurred expenses, but not to exceed \$1,500.

Automobile Mileage - at the rate of \$0.20 per mile.

Photocopies - at the rate of \$0.10 per page for each document copy in excess of five (5) document copies.

"Incurred expenses" include, but are not limited to, authorized travel by common carrier; long distance telephone calls; commercial reproduction; assessment map and roll acquisition or reproduction; shipping and messenger services; and other similar expenses. Incurred expenses do not include normal overhead expenses or items not listed in this paragraph unless otherwise approved by Agency in writing.

B. Method of Payment

The Consultant shall submit an invoice for such services and expenses incurred to the Agency within thirty (30) days after the end of the month in which such services were rendered. Said invoice shall specify the work done, by whom the work was done, the charges for each item of work, and an itemized listing of expenses. Photocopies of receipts for expenses incurred shall accompany each such invoice.

Payment of invoices will be made after acceptance and approval by the Agency within thirty (30) days of receipt of such invoice. Agency's approval of the invoice shall not be unreasonably withheld.

V. COMPUTER PROGRAMS

Any computer program developed or implemented by the Consultant for the Agency during the course of this Agreement, or jointly by the Consultant and the Agency, shall be the exclusive property of the Consultant unless Agency has specifically requested and paid for design of such program.

VI. TERM OF AGREEMENT

The term of this Agreement shall commence on the date of this Agreement and continue for one year from the date hereof, unless extended in writing by the parties.

VII. NOTICES

Notices to the parties, unless otherwise requested in writing, shall be sent to the Agency at 630 "I" Street, Sacramento, California 95814, and the Consultant at ~~4320 Stevens Creek Boulevard, Suite 195, San Jose, California 95129~~ *[Handwritten signature]*

VIII. TERMS AND CONDITIONS

This Agreement is subject to and incorporates the provisions attached hereto as Part II - Terms and Conditions (Form SHRA 4/87) and Part III - Liability Insurance Requirements (From SHRA 0003A 8/87).

Certificates evidencing the maintenance of Contractor's insurance coverage shall be filed with the Agency on or before effective date of this Agreement, and Agency shall be given notice in writing at least thirty (30) days in advance of cancellation or modification of any policy.

IX. AMENDMENT

This master agreement may be amended from time to time by mutual agreement in writing and executed by the Agency and Consultant.

IN WITNESS WHEREOF, the Agency and the Consultant have executed this Agreement as of the date first hereinabove set forth.

APPROVED AS TO FORM:

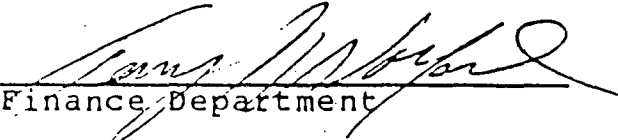
REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

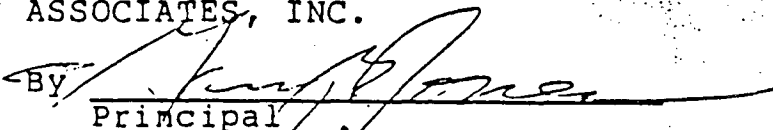
Asst. 
General Counsel

By William H. Edgar
WILLIAM H. EDGAR
Executive Director

APPROVED:


KATZ, HOLLIS, COREN & ASSOCIATES, INC.


Finance Department

By 
Principal

Organization: 2455
Account: 4222
Cost Center: A00200

Employer I.D. Number:
95-3437993


Organizational Approval

0318C

FIRST AMENDMENT TO MASTER AGREEMENT
TO PROVIDE CONSULTING SERVICES

This Agreement is entered into this 1st day of December, 1989, by and between the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO (herein called "Agency"), and KATZ HOLLIS COREN & ASSOCIATES, INC. (herein called "Consultant").

RECITALS

- A. The Agency and Consultant entered into a Master Agreement for Consulting Services on December 1, 1988. Such Agreement is attached as Exhibit A; and
- B. The parties desire to amend said Agreement to increase the total amount of compensation from \$50,000 to \$100,000; and
- C. The parties desire to extend the term of the contract.

AGREEMENT

NOW, THEREFORE, Agency and Consultant agree that the Master Agreement for Consulting Services dated December 1, 1988 shall be amended as follows:

1. The maximum amount the Agency is authorized to pay shall be amended to read as follows:

"The maximum compensation under this separate Agreement shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000) unless this amount is increased by the Agency.

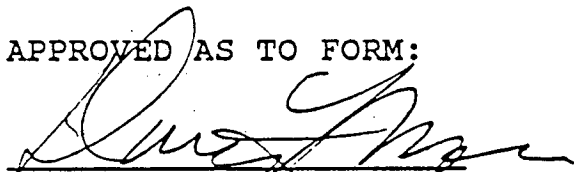
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WITNESS WHEREOF, the parties hereto have executed this amendment as of the date first above written.

REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

APPROVED AS TO FORM:


General Counsel

By 
ROBERT E. SMITH
Executive Director

APPROVED:

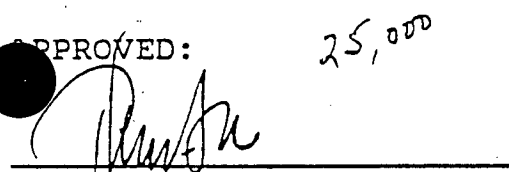

Finance Department

KATZ HOLLIS COREN & ASSOCIATES, INC.

Cost Center: A00200 A00801
Organization: 2455
Account: 4222

By 
GARY G. JONES, Principal

APPROVED:


Organization

Federal I.D. No. 95-3437993

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