

Agency Rpt.  
45

# SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

June 1, 1981

City Council of the  
City of Sacramento  
Redevelopment Agency of the  
City of Sacramento  
Sacramento, California

Honorable Members in Session:

SUBJECT: Memorandum of Understanding between the  
Redevelopment Agency of the City of Sacramento  
and the City of Sacramento for Historic  
Authentication in Old Sacramento

CITY MANAGER'S OFFICE  
**RECEIVED**  
JUN 17 1981

**APPROVED**  
SACRAMENTO REDEVELOPMENT AGENCY

Date 6/23/81 AG 80236

**APPROVED**  
BY THE CITY COUNCIL

JUN 23 1981

OFFICE OF THE  
CITY CLERK

## SUMMARY

The Memorandum of Understanding between the Redevelopment Agency and the City of Sacramento (Attachment I) establishes a formalized relationship and working procedure for historic authentication in Old Sacramento. The Memorandum of Understanding has been jointly prepared and concurred to by the Director of Community Services for the City of Sacramento and Agency staff.

## BACKGROUND

At the outset of the Old Sacramento Redevelopment Project in 1964 it was necessary to provide the best possible historical interpretation and authentication for successful implementation and completion. The Agency entered into a contract with the City of Sacramento in 1967 for the performance of service of the Historic Landmarks Commission, both for research and consultation in the development of Old Sacramento. The Historic Landmarks Commission's contract lapsed after expenditure of the initial contract limit; however, service has continued by the Museum and History Division on an informal basis with no formal agreement or definition of role or service.

The Agency, in accordance with its designated role by the City Council and memorandum from the City Manager dated February 19, 1981 (Attachment II) as the lead Agency legally responsible for the redevelopment and implementation of Old Sacramento through

6-23-81

D-1

# SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

City Council

Redevelopment Agency of the  
City of Sacramento

June 1, 1981

Page Two

contracts with the Department of Housing and Urban Development (DHUD), private developers and the State of California, is nearing completion the development of Old Sacramento, a portion of Redevelopment Projects Nos. 3 and 4. In order to execute its responsibility as the lead Agency, the Agency has final decision-making authority in all aspects of Old Sacramento, except for those items brought forth and resolved by the Old Sacramento Variance Appeals Board.

The Agency is desirous of clarifying the nature of the Museum and History Division's role in Old Sacramento and entering into a clear contractual agreement for those services. Agency and Community Services staff mutually agree that completion of the Old Sacramento Redevelopment Project in accordance with the agreements of the Memorandum of Understanding will avoid or satisfactorily mitigate any adverse effects upon the historic integrity of the project.

## FINANCIAL DATA

The Agency will reimburse the City (Museum and History Division) for services rendered not to exceed \$95,000.00/year.

## VOTE AND RECOMMENDATION OF COMMISSION

At its regular meeting of June 1, 1981 the Sacramento Housing and Redevelopment Commission adopted a motion recommending adoption of the attached resolution. The votes were as follows:

AYES: Knepprath, Luevano, A. Miller, Serna,  
Teramoto, B. Miller

NOES: None

ABSENT: Coleman, Fisher, Walton

## RECOMMENDATION

The staff recommends adoption of the attached Memorandum of Understanding for Historic Authentication.

Respectfully submitted,

*William H. Edgar*  
WILLIAM H. EDGAR  
Interim Executive Director

TRANSMITTAL TO COUNCIL:

*Walter J. Slupe*  
WALTER J. SLUPE  
City Manager

Contact Person: Leo T. Goto

RESOLUTION NO. RA- 81-046

Adopted by the Redevelopment Agency of the City of Sacramento

June 23, 1981

MEMORANDUM OF UNDERSTANDING WITH  
CITY OF SACRAMENTO FOR HISTORIC  
AUTHENTICATION IN OLD SACRAMENTO

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

Section 1. The Interim Executive Director is authorized to execute a Memorandum of Understanding with the City of Sacramento, by which the City Museum and History Division will provide staff services related to historic authentication in Old Sacramento, and the Agency will reimburse City for the costs of such staff services, up to a maximum of \$95,000 per year.

\_\_\_\_\_  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
SECRETARY

APPROVED  
SACRAMENTO REDEVELOPMENT AGENCY

Date 6/23/81

**RESOLUTION NO. 81-465**

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

June 23, 1981

RESOLUTION AUTHORIZING EXECUTION OF  
AGREEMENT WITH SACRAMENTO HOUSING AND  
REDEVELOPMENT AGENCY RELATING TO  
HISTORIC AUTHENTICATION SERVICES

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO AS FOLLOWS:

That the City Manager and City Clerk are hereby authorized and directed to execute that certain agreement between the City of Sacramento and the Sacramento Housing and Redevelopment Agency relating to historic authentication services to be performed by the Museum and History Division for the Sacramento Housing and Redevelopment Agency.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED  
BY THE CITY COUNCIL  
JUN 23 1981  
OFFICE OF THE  
CITY CLERK

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING between the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO (hereinafter referred to as the "Agency"), and the CITY OF SACRAMENTO (hereinafter referred to as the "City"), is entered into on \_\_\_\_\_, 1981.

RECITALS

1. The Agency, in accordance with its designated role by the City Council and Memorandum from the City Manager dated February 19, 1981 as the lead Agency legally responsible for the development and implementation of Old Sacramento through contracts with the Department of Housing and Urban Development (DHUD), private developers and the State of California, is bringing to completion the development of Old Sacramento, a portion of Redevelopment Projects Nos. 3 and 4. In order to execute its responsibility as the lead Agency, the Agency has final decision-making authority in all aspects of Old Sacramento, except for those items brought forth and resolved by the Old Sacramento Variance Appeals Board.

2. At the outset of the Old Sacramento Redevelopment Project, it was determined necessary to provide the best possible historical interpretation and authentication for successful implementation and completion. The Agency entered into a contract with the City of Sacramento in 1967 for the performance of services of the Historic Landmarks Commission, both for research and consultation in the development of Old Sacramento. The Historic Landmarks Commission contract lapsed after expenditure of the initial contract limit, however, services have continued by the Museum and History Division.

3. The Agency has determined that the implementation of the Old Sacramento Project and its successful completion may be adversely affected if historic authenticity is not established.

4. The Agency is desirous of clarifying the nature of Division's role in Old Sacramento and entering into a clear contractual agreement for those services.

5. (a) "Redevelopment Agency of the City of Sacramento (hereinafter referred to as "Agency"), is the lead agency legally responsible for the development and implementation of Old Sacramento through contracts/agreements with the Department of Housing and Urban Development, private developers and the State of California.

(b) "Sacramento Museum and History Division" (SMHD), a division of the Department of Community Services, City of Sacramento (hereinafter referred to as "Division"), is the City and County of Sacramento's lead agency for the protection and development of historic and cultural resources. Division shall act as a consultant to the Agency and recommend on matters of historical authenticity.

(c) "Historical authenticity" shall be defined as the evaluation and interpretation of historic data and the determination of historic details. In the absence of conclusive data, the prototyping of elements under consideration by the Division shall be based upon their professional experience.

(d) "Developer". The entity under contract with Agency for the construction and/or transfer of ownership of physical improvements within or impacting the Old Sacramento Historic Area. For the purposes of this agreement, in areas where Agency directly causes the improvements, the Agency will be treated as the developer.

(e) "Developer's Team". This group consists of those professionals, staff and consultants utilized by the developer for the execution of the project. They may include but are not limited to architects, engineers, contractor, project supervisor, construction foreman, etc.

(f) "Preliminary Plans, Final Plans, and Specifications". Agency contracts with developers call for Preliminary and Final Plans and Specifications. For purposes of clarification, all plans and specifications shall be considered Preliminary until approved as Final. Plans approved as Final subject to correction are still Preliminary until corrections are completed.

6. It is mutually understood that completion of the Old Sacramento Redevelopment Project, in accordance with the following agreements, will avoid or satisfactorily mitigate any adverse effects upon the historic integrity of the project.

#### AGREEMENTS

The working procedure, hereinafter called "Old Sacramento Working Procedure", will be as follows:

#### I. SELECTION OF REDEVELOPERS

- A. The Agency as the responsible and legal entity to the Department of Housing and Urban Development for the development of Old Sacramento, will advertise for proposals, screen and select redevelopers. In order that the Division be familiar with and have input on each project, the Agency staff will send a "Request for Comment" (See Exhibit A) to the Division. Division will be requested to respond within the schedule of developer selection. The Agency staff will consider Division comments as a part of its developer selection process.
- B. A project file will be initiated by the Agency staff with each new project. A "Project Schedule Sheet" (see Exhibit B) will log the status of each project as it progresses. This status sheet will be kept current and will be sent on a monthly basis to the Division and the redeveloper.

- C. Upon request by the Division, Agency staff shall provide only confidential information justified to be essential for determining historic authenticity.

## II. PLAN SUBMITTALS AND APPROVALS

### A. Preliminary Plans

1. The Agency requires Preliminary Plans from the developer of a project in Old Sacramento. In order to allow for historic evaluation, the Agency staff will transmit one set of sepia Preliminary Plans to the Division within five (5) working days of receipt of Plans.
2. Division will review and write comments on the sepia plan submittals within twenty (20) working days of their receipt by the Division.
3. Agency and Division staff will meet three (3) working days after return of each plan and specification to the Agency to review and discuss the project prior to the return of plans to the redeveloper. A standardized review sign-off format is to be developed by the Division after consultation and agreement with the Agency for use at these meetings. Any modifications or additional comments to be placed on the plan sets must occur at this time. Sign-off will occur at the meeting. All future plan review comments must be based upon a review of those concerns noted in the preliminary review set. Any new or additional review comments will be considered at the option of the Agency. Disagreements between Agency and Sacramento Museum and History Division on plan review will be resolved by the Agency Executive Director.
4. Division will retain one (1) set of reviewed plans. The Agency will return one (1) set of approved and reviewed plans to the redeveloper and retain one (1) Division review plan set. If plans are not approved, Agency staff will request a resubmittal of plans.
5. Resubmittal of Plans. Agency staff, upon receipt of resubmitted plans, will forward copies to Division as noted in Section II.A.2. above. The Agency will convene a joint meeting of staffs to conclude staff review and request for resubmission or approval.

### B. Final Plans

1. Division will review and comment on Preliminary Final Sepia submittal within twenty (20) working days of their receipt by the Division.
2. Agency and Division staff will meet two (2) working days after return of each plan and specification to the Agency to review and discuss the project prior to the return of plans to the redeveloper. A standardized review sign-off

format is to be developed by the Division after consultation and agreement with the Agency for use at these meetings. All modifications, comments or additional comments will be incorporated on that format prior to sign-off. Sign-off will occur at the meeting unless the Agency staff determines there is a need for additional revisions necessary for the final decision. Any substantial change or new element to the scope of the project would be referred to the Division for review and comment. Any new or additional review comments will be considered at the option of the Agency. Agency staff will print four (4) copies from the Preliminary Final Sepia Plans.

3. Approval of Final Plans. Division staff will date and sign-off first on Final Plans except the Building Permit set. Agency staff will date and sign-off last.
4. Division will retain one (1) set of Final approved Plans as approved by the Agency. The Agency will return one (1) set of Final approved Plans to the redeveloper and retain one (1) set of Final approved Plans as a file set. The plans approved by the Agency will be the only set used for monitoring purposes.
5. A separate plan set will be designated as the Building Department Permit set. Final approval and sign-off on this plan set shall be the responsibility of the Agency. City Building Department shall not issue Building Permit until the Agency has signed off on the Building Department Permit Set.

### III. CONSTRUCTION MONITORING

- A. The Agency will utilize the services of the Division in construction monitoring in Old Sacramento.
- B. During construction, monitoring will occur as required depending upon the specific project. Division will notify Agency in written format of errors and omissions as compared to the Final approved Plans. Division staff will develop a standardized errors and omissions report. If an immediate response is necessary, Division will so notify the Agency's Project Manager for Old Sacramento or his designee. In order to maintain accountability and consistency, all directives and correspondence to the developer shall be initiated by the Agency's Project Manager.

### IV. OTHER RESPONSIBILITIES

- A. Division is responsible for preparation of the Old Sacramento Sign Guidelines and proposed Ordinance with Agency to review and approve. The City is responsible for implementation of the Sign Guidelines and/or Ordinance in Old Sacramento. This includes planning, development, administration, sign submittals, review and approval.

B. Division is responsible to monitor and notify the Agency of problems of a historic nature associated with unauthorized modifications to buildings or maintenance problems.

C. Agency shall be responsible for providing staffing to the Old Sacramento Variance Appeals Board.

V. FUTURE RESPONSIBILITIES

Upon written notice from the Agency to the Division, the Division will assume responsibility for continued monitoring and implementing appropriate action to correct modifications or maintenance practices and other specified responsibilities as agreed upon.

VI. COMPENSATION, SCOPE OF SERVICES, AND OTHER TERMS

Exhibit "C" attached sets forth the scope of services of the Sacramento Museum & History Division, Agency provisions for furnishing information and data to SMHD, the time of performance, compensation, method of payment and ownership of information.

REDEVELOPMENT AGENCY OF THE CITY  
OF SACRAMENTO

By \_\_\_\_\_  
WILLIAM H. EDGAR  
Interim Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
CHIEF COUNSEL

CITY OF SACRAMENTO

By \_\_\_\_\_  
WALTER J. SLIPE  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

Attest: \_\_\_\_\_  
City Clerk

EXHIBIT "A"  
REDEVELOPER SELECTION  
REQUEST FOR COMMENT

The following Redevelopers have submitted proposals to redevelop  
Parcel No. \_\_\_\_\_ in Old Sacramento:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

The Agency, per the Consultant Contract with the City of Sacramento,  
requests your review of and comments on the attached proposals.

In order that the Agency may review the proposals and select a re-  
developer as promptly as possible, you are asked to deliver your  
response to the Old Sacramento Project Manager by \_\_\_\_\_.

EXHIBIT "B"

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY  
COMMUNITY DEVELOPMENT DEPARTMENT

WORK ASSIGNMENT/PROGRAM REPORT

Division \_\_\_\_\_

Project \_\_\_\_\_

Responsible staff \_\_\_\_\_

Supervisor \_\_\_\_\_

Updated \_\_\_\_\_  
Day Month Year

Legislative Approvals and Dates:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Project Type

- City                       Redevelopment
- County                     Housing
- Grant
- Technical

Legend

- \* Critical milestone (identify)
- △ Date project updated
- ▲ Current progress of project

Project Budget                      Construction Bid Amount                      Expenditures to date                      Funding Source

\$ \_\_\_\_\_                      \$ \_\_\_\_\_                      \$ \_\_\_\_\_                      \$ \_\_\_\_\_

Major Steps	Year	1980												1981												1982											
	Month	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	H	A	M	J	J	A	S												
<u>Preliminary</u> Plan Submittal 1. Preliminary Plan Submittal (within 90 days)																																					
2. Plan submittal to MHD (within 5 days after above)																																					
3. MHD Plan Review (within 20 days after receipt)																																					
4. MHD Plan return (within 20 days after receipt)																																					
5. MHD and SHRA review meeting and sign-off (3 working days after Plan return)																																					
6. Approved or disapproved plans returned to Redeveloper (within 30 days after original submission)																																					
<u>Plan Resubmittal</u> 7. Redeveloper resubmission of plans (if necessary) will follow above schedule #2-6																																					
8. Redeveloper Final Construction Plan submittal (within 180 days after #1)																																					
9. Plan Review #2-7																																					
10. Redeveloper shall submit Evidence of Financing to Agency (within 30 days after the Agency approves Redeveloper's Final Construction Plans																																					
11. Agency shall approve or disapprove Redeveloper's Evidence of Financing (within two weeks after submission of Evidence of Financing																																					
12. Redeveloper shall deposit the Purchase Price for the Phase I Property into escrow (within two weeks after Agency approves Redeveloper's Evidence of Financing)																																					

EXHIBIT B



## EXHIBIT "C"

### 1. SCOPE OF SERVICES

As requested by authorized Agency staff, Consultant shall prepare documents for exterior, historical design authenticity, sign prototyping, street scene interpretation, and other historical interpretation as requested by the Agency. Such documents shall include but not be limited to:

- a. Research and as-built or prototypical drawings
- b. Documentation on methodology of research and drawings
- c. Suggested reconstruction or renovation
- d. Regulations on prototypical signs with prototypical drawings
- e. Research on prototypical street scene with drawings
- f. Plan reviews
- g. Construction monitoring
- h. Maintenance monitoring
- i. Planning, development and implementation of Old Sacramento Street Scene Activities

### 2. AGENCY INFORMATION AND DATA

Agency shall furnish to the Consultant any and all pertinent data, information, etc. which Agency may possess as it relates to specific Old Sacramento projects during the time of performance of the duties under this Contract.

### 3. TIME OF PERFORMANCE

The services of the Consultant shall commence upon execution of this Contract. These services shall continue until either party notifies the other in writing that it elects to terminate this agreement.

4. COMPENSATION

(a) Agency shall reimburse Consultant for its actual out-of-pocket staff costs, including salaries, associated fringe benefits and indirect overhead costs (computed on the same basis as in other city contracts) for services actually rendered in the performance of this Agreement. The invoices from Contractor shall contain name of staff, description of services rendered, and hours worked on such services.

(b) Agency shall also reimburse Consultant for supply and equipment charges, provided that such charges are approved by the Agency's Project Manager for Old Sacramento prior to Consultant's purchase of such supplies and equipment. The total amount of this Contract shall not exceed \$ 95,000.00.

5. METHOD OF PAYMENT

Consultant shall bill the Agency periodically in its discretion, but not more often than twice in one month nor less often than once every 6 months.

6. OWNERSHIP OF INFORMATION

All professional and technical information developed under this Contract and all work sheets, reports and related data shall become the property of the Agency, except for the Consultant's retention of their review plan set. Consultant agrees to deliver such documents to the Agency as requested. Due to the nature of research involved and the archival holdings of the Museum and History Division, it is understood that much of the documentation will be kept in archival holdings. At a mutually agreed upon time materials acquired by the Agency under the scope of this Contract will become the property of

the Museum and History Division archives. Agency shall retain copies of such materials as it deems necessary or otherwise for purposes of administering the Redevelopment Projects.

## OFFICE OF THE CITY MANAGER

MEMORANDUM

February 19, 1981

TO: All Department Heads and Division Chiefs  
Members of Downtown Development Task Force

**RECEIVED**

FROM: Walter J. Slipe, City Manager

FEB 23 1981

SUBJECT: Lead Responsibility for Redevelopment Projects

Sacramento Housing &  
Redevelopment Agency

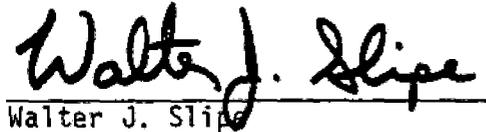
The City Council and Board of Supervisors recently approved a new organizational structure for the Sacramento Housing and Redevelopment Agency in order to improve effectiveness and accountability for our public housing and redevelopment programs. In accordance with the new structure and responsibilities of the Agency, it is appropriate that the Agency assume immediate lead responsibility for redevelopment activity within the City.

Therefore, the following is effective immediately:

1. All matters of policy and implementation regarding redevelopment projects should be directed to the Interim Executive Director of the Agency.
2. During the transition period as the Agency assumes lead responsibility, certain City staff members may be asked to complete work now in progress. This should be reviewed and agreed upon by the respective departments.
3. Regular meetings of the Downtown Development Team will not be needed. The Interim Executive Director of the Agency may convene such meetings as required.
4. In instances where the Agency contracts with the City to perform specific services, the Agency will be the lead agency for the project and act as the "client" of the organization performing the service.
5. The lead responsibility for all new developments (the Sammis building, Rede building, Traveler's Hotel, etc.) are the responsibility of the Interim Executive Director of the Agency. The one exception to this rule relates to the Sheraton Hotel-Kimmel project on the 12-13-K-L block which the Assistant City Manager for Community Development has handled since its inception. Until the City Council gives final approval to a plan and contract(s) for this development, Mac Mailes will continue to have lead responsibility. Input by Agency staff is to be coordinated by the Interim Executive Director.

6. The Interim Executive Director is responsible for securing timely City staff input and developing a single staff position before matters are presented for City Council or Committee decision.

Please call if you have any questions regarding this matter.



Walter J. Slips  
City Manager

cc: Mayor and Councilmembers  
SHRA Commission  
City Planning Commission  
William H. Edgar  
Mac Mailes