

ECONOMIC DEVELOPMENT DEPARTMENT

CITY OF SACRAMENTO

November 21, 2001

Redevelopment Agency of the City of Sacramento
And the Sacramento City Council
Sacramento, CA

AG 2001 - 224

Honorable Members in Session:

SUBJECT: MASTER PROJECT AGREEMENT BETWEEN THE CITY OF SACRAMENTO ("CITY"), THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY, THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO AND THE HOUSING AUTHORITY FOR THE CITY OF SACRAMENTO (COLLECTIVELY "AGENCY") FOR FUNDING AND PROVIDING SERVICES IN SUPPORT OF REDEVELOPMENT ACTIVITIES, COMMUNITY DEVELOPMENT AND AFFORDABLE HOUSING IN THE CITY OF SACRAMENTO

LOCATION AND COUNCIL DISTRICT: Merged Downtown Sacramento and Richards Blvd
Redevelopment Project Areas

RECOMMENDATION:

Staff recommends adoption of the attached City and Agency resolutions authorizing the City Manager and SHRA Executive Director to execute a new Master Project Agreement, superceding City Agreement No. 95-118, between the City and the Agency regarding the creation of Individual Project Agreements.

CONTACT PERSON: Greg Schulte, Administrative Services Officer
264-7116
Wendy Saunders, Downtown Development Manager,
264-1967

FOR THE COUNCIL MEETING OF: December 18, 2001

Building on Our History - Creating The Place to Be.

SUMMARY:

The Staff recommends adoption of the attached City and Agency resolutions authorizing the City Manager and SHRA Executive Director to execute a new Master Project Agreement (MPA) (Attachment 1) between the City and the Agency clarifying the types of authorized services and projects to be performed through the creation of Individual Project Agreements. The new MPA will supercede City Agreement No. 95-118 (Attachment 2).

BACKGROUND:

On occasion, the City provides services to the Agency or the Agency provides services to the City, which has been approved by the City Council and the appropriate governing board of the Agency. In 1995, an MPA was executed between the City and the Agency (City Agreement No. 95-118) authorizing the creation of Individual Project Agreements (IPA). The IPA serves as a legally binding mechanism permitting performance and payment for budgeted services and projects.

Each IPA shall include, at a minimum, the following items:

1. A specific description of the services to be provided or a scope of work for the project to be completed;
2. Time for performance;
3. Amount of compensation;
4. Source of the compensation (or budget item reference); and a procedure for modifying said compensation where necessary;
5. Method of payment; and the department responsible for the provision of services or implementation of the project

It is the staff's and counsels' opinion that it would be beneficial to identify in the MPA the types of services and projects necessary to the redevelopment of the project areas or communities subject to the IPA. The possible services and projects shall include, but not be limited to:

1. Personnel and staffing
2. Community / Public Services
3. Infrastructure
4. General Planning
5. Studies
6. Design / Mapping
7. Demolition
8. Construction of Improvements

FINANCIAL CONSIDERATIONS:

The service or project shall be performed only if the cost to cover such services has been provided for in the City's budget, if the City is requesting that the Agency perform the services, or in the Agency budget, if the Agency is requesting that the City perform the services. The cost of services to be performed or project to be completed shall not exceed the amount budgeted to cover such costs.

ENVIRONMENTAL CONSIDERATIONS:

None

POLICY CONSIDERATIONS:

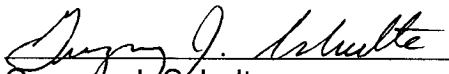
None

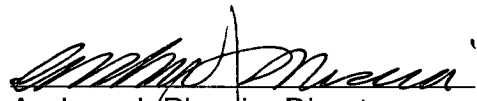
ESBD CONSIDERATIONS:

Any goods or services procured in connection with the IPA shall be conducted in accordance with applicable City or Agency ESBD policies

Respectfully submitted,

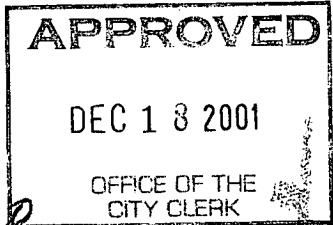
APPROVED:


Gregory J. Schulte
Administrative Services Officer
Economic Development Department


Andrew J. Plescia, Director
Economic Development Department

RECOMMENDATION APPROVED:

Robert P. Thomas
City Manager



RESOLUTION NO. 2001-820

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

A RESOLUTION AUTHORIZING MASTER PROJECT AGREEMENT BETWEEN THE CITY OF SACRAMENTO ("CITY"), THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY, THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO AND THE HOUSING AUTHORITY FOR THE CITY OF SACRAMENTO (COLLECTIVELY "AGENCY").

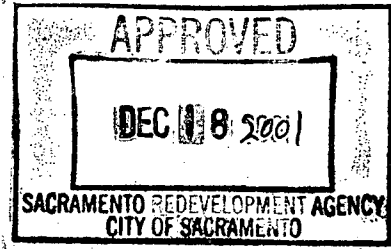
BE IT HEREBY RESOLVED BY THIS CITY COUNCIL THAT:

1. The City Manager is authorized to execute the new Master Project Agreement between the City and the Agency for funding and providing services in support of redevelopment activities, community development, and affordable housing in the City of Sacramento.
2. The new Master Project Agreement supercedes City Agreement No. 95-118

FOR CITY CLERK USE ONLY

RESOLUTION NO: _____

DATE ADOPTED: _____



RA - RESOLUTION NO. 2001-064

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

ON DATE OF _____

MASTER PROJECT AGREEMENT BETWEEN THE CITY OF SACRAMENTO ("CITY"), THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY, THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO AND THE HOUSING AUTHORITY FOR THE CITY OF SACRAMENTO (COLLECTIVELY "AGENCY") FOR FUNDING AND PROVIDING SERVICES IN SUPPORT OF REDEVELOPMENT ACTIVITIES, COMMUNITY DEVELOPMENT AND AFFORDABLE HOUSING IN THE CITY OF SACRAMENTO

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

Whereas, from time to time the City provides services to the Agency or the Agency provides services to the City, which are approved by the City Council and the appropriate governing board of the Agency.

Whereas, the purpose of this MPA is to authorize the City Manager and the Executive Director to execute Independent Project Agreements ("IPA") following the procedures of this Agreement permitting performance and payment for budgeted services and projects.

NOW, THEREFORE,

1. The Executive Director is authorized to sign on behalf of the Agency to execute a new Master Project Agreement regarding the creation of Individual Project Agreements.
2. The new Master Project Agreement supercedes City Agreement No. 95-118.

CHAIR

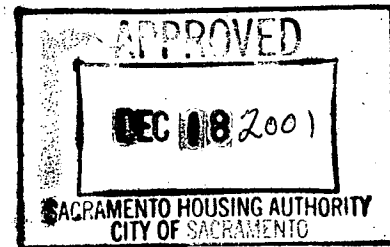
ATTEST:

SECRETARY

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____



HA - RESOLUTION NO. 2001-019

ADOPTED BY THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO

ON DATE OF _____

MASTER PROJECT AGREEMENT BETWEEN THE CITY OF SACRAMENTO ("CITY"), THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY, THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO AND THE HOUSING AUTHORITY FOR THE CITY OF SACRAMENTO (COLLECTIVELY "AGENCY") FOR FUNDING AND PROVIDING SERVICES IN SUPPORT OF REDEVELOPMENT ACTIVITIES, COMMUNITY DEVELOPMENT AND AFFORDABLE HOUSING IN THE CITY OF SACRAMENTO

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

Whereas, from time to time the City provides services to the Agency or the Agency provides services to the City, which are approved by the City Council and the appropriate governing board of the Agency.

Whereas, the purpose of this MPA is to authorize the City Manager and the Executive Director to execute Independent Project Agreements ("IPA") following the procedures of this Agreement permitting performance and payment for budgeted services and projects.

NOW, THEREFORE,

1. The Executive Director is authorized to sign on behalf of the Agency to execute a new Master Project Agreement regarding the creation of Individual Project Agreements.
2. The new Master Project Agreement supercedes City Agreement No. 95-118.

CHAIR

ATTEST:

SECRETARY

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

MASTER PROJECT AGREEMENT BETWEEN THE CITY OF SACRAMENTO ("CITY"),
THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY, THE
REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO AND THE HOUSING
AUTHORITY FOR THE CITY OF SACRAMENTO (COLLECTIVELY "AGENCY") FOR
FUNDING AND PROVIDING SERVICES IN SUPPORT OF REDEVELOPMENT
ACTIVITIES, COMMUNITY DEVELOPMENT AND AFFORDABLE HOUSING IN THE
CITY OF SACRAMENTO

Recitals

- A. The City and the Agency are working together to redevelop various neighborhoods in the City of Sacramento into vibrant, retail, commercial and residential communities.
- B. From time to time the City provides services to the Agency or the Agency provides services to the City, which are approved by the City Council and the appropriate governing board of the Agency.
- C. The purpose of this MPA is to authorize the City Manager and the Executive Director to execute Independent Project Agreements ("IPA") following the procedures of this Agreement permitting performance and payment for budgeted services and projects.

Agreement

1. Effective the date of this Master Project Agreement, the services to be performed shall be secured through Independent Project Agreements (IPA) executed by the City Manager on behalf of the City and the Executive Director on behalf of the Agency, but only if the cost to cover such services has been provided for in the City's budget (if the City is requesting that the Agency perform the services) or in the Agency budget, if the Agency is requesting that the City perform the services.
2. An IPA shall be prepared for each service or project before said service may be performed or project commenced.
3. Services and projects to be performed shall include but not be limited to: personnel, staffing, community/public services, infrastructure, general planning, studies, design, mapping, demolition, and construction of improvements necessary to the redevelopment of the project areas or communities. The list of items in this Section is not comprehensive and is for illustrative purposes only.
4. The cost of services to be performed or project to be completed shall not exceed the amount budgeted to cover such costs.
5. Each IPA shall include, at a minimum, the following items:
 - (a) a specific description of the services to be provided or a scope of work for the project to be completed;
 - (b) the time for performance;

- (c) the amount of compensation;
- (d) the source of the compensation (or budget item reference); and a procedure for modifying said compensation where necessary;
- (e) the method of payment; and
- (f) the department responsible for the provision of services or implementation of the project.

6. Any IPA for either the provision of services or implementation of the project shall be let in compliance with all applicable federal, state and local laws, funding source requirements, and the adopted policies of the parties.

7. Each IPA shall become legally binding upon execution of the City Manager and the Executive Director. No prior review shall be required by the City Council, the Sacramento Housing and Redevelopment Commission, the Housing Authority of the City of Sacramento or the Redevelopment Agency of the City of Sacramento.

8. This agreement supercedes City Agreement No. 95-118.

IN WITNESS WHEREOF, the parties hereto have executed this MASTER PROJECT AGREEMENT for funding and providing services in support of redevelopment on December____, 2001.

SACRAMENTO HOUSING AND
REDEVELOPMENT AGENCY,
THE REDEVELOPMENT AGENCY
OF THE CITY OF SACRAMENTO
AND THE HOUSING AUTHORITY OF
THE CITY OF SACRAMENTO

CITY OF SACRAMENTO

City Manager

Executive Director

Approved as to Form:

Approved as to Form:

City Attorney

Agency Counsel

ATTEST:

ATTEST:

CITY CLERK

AGENCY SECRETARY

THIS AGREEMENT, entered into on June 13th, 1995, between the CITY OF SACRAMENTO ("County"), the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, the HOUSING AUTHORITY OF THE CITY OF SACRAMENTO and the SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY ("Agency").

Recitals

- A. From time to time the City provides services to the Agency under Individual Project Agreements which are approved by the City Council and the appropriate governing body of the Agency.
- B. On July 12, 1983, the City Council, the Housing Authority of the City of Sacramento and the Redevelopment Agency of the City of Sacramento authorized the City Manager and Executive Director of the Agency to enter into Memoranda of Agreement and Individual Project Agreements for provision of services by the City without further approval by the City Council or Agency governing boards, on the condition that funds for such services had already been included in the Agency budget.
- C. The purpose of this Master Project Agreement is to establish the procedures for execution of these Memoranda of Agreement and Individual Project Agreements and to add the Sacramento Housing and Redevelopment Agency as a participating party.

Agreement

The City and Agency agree as follows:

- 1. Effective the date of the Master Project agreement, the Agency shall secure services to be performed by the City through Memoranda of Agreement (MOA) executed by the Executive Director and the City Manager, but only if funds to cover the cost of such services have been provided in the Agency's budget or the City's Community Development Block Grant (CDBG) budget.
- 2. An MOA or Individual Project Agreement (IPA) shall be prepared for each service or project before said service or project may proceed.
- 3. Each MOA shall include at a minimum a specific description of the services to be provided, the time for performance, the amount of compensation, and a procedure for modifying said compensation where necessary, the method of payment and the department responsible for performance of the services. Additional provisions may be included as agreed upon by the Executive Director and the City Manager.
- 4. When a single City Department will be providing services for multiple projects, such service shall be secured under one MOA which will be supplemented by IPAs.


5. Prior to the execution of each MOA and IPA or amendments thereto, the Finance Director of the Sacramento Housing and Redevelopment Agency, shall confirm that the Agency budget contains the amount of funds specified in the MOA or IPA to cover the cost of the services to be provided.

6. Prior to execution, each MOA and IPA shall be reviewed and approved as to form by the attorneys for the Agency and the City.

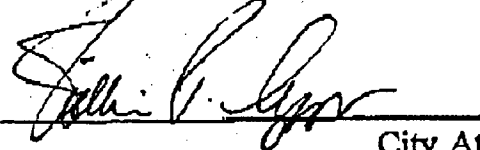
7. Each MOA and IPA shall become legally binding contracts upon execution by the City Manager and the Executive Director. No prior review shall be required by the City Council, the Sacramento Housing and Redevelopment Commission, the Redevelopment Agency of the City of Sacramento, or the Housing Authority of the City of Sacramento.

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

CITY OF SACRAMENTO

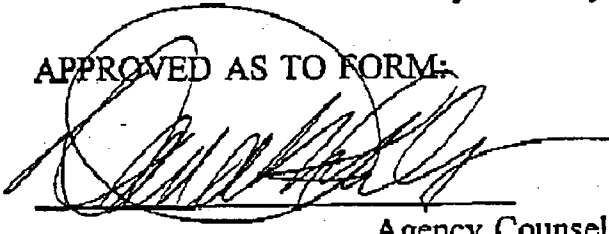
By: 
City Manager

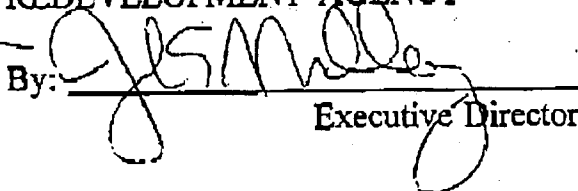
APPROVED AS TO FORM:


City Attorney

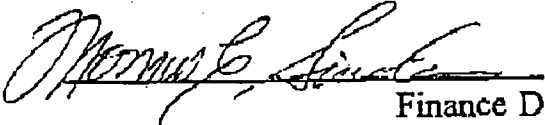
REDEVELOPMENT AGENCY OF
THE CITY OF SACRAMENTO,
HOUSING AUTHORITY OF THE
CITY OF SACRAMENTO,
SACRAMENTO HOUSING AND
REDEVELOPMENT AGENCY

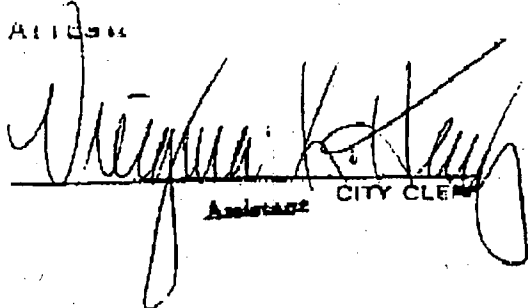
APPROVED AS TO FORM:


Agency Counsel

By: 
Executive Director

APPROVED:


Finance Director

Assistant

Assistant CITY CLERK