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**OFFICE OF THE  
CITY ATTORNEY**

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ASSISTANT CITY ATTORNEY  
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**CITY OF SACRAMENTO  
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STEPHEN P. TRAYLOR  
LAN WANG  
BRETT M. WITTER

August 16, 2002

CITY COUNCIL  
Sacramento, California

Honorable Members in Session:

**SUBJECT:** Legal Services to be Provided to Housing Authority of the City of Sacramento

**LOCATION AND COUNCIL DISTRICT:** Franklin Villa, District 8

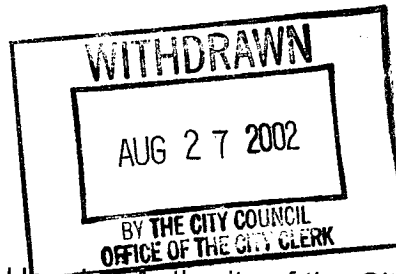
**RECOMMENDATION:** Approve "Individual Project Agreement Regarding Provision of Services by City of Sacramento" with the Housing Authority of the City of Sacramento, relative to potential eminent domain matters in Franklin Villa.

**CONTACT PERSON:** Samuel L. Jackson, City Attorney, 264-5346  
Robert D. Tokunaga, Supervising Deputy City Attorney 264-5346

**FOR COUNCIL MEETING OF:** August 27, 2002

**SUMMARY:** The Housing Authority of the City of Sacramento has requested the City Attorney's Office to provide legal services in connection with potential eminent domain matters in the Franklin Villa neighborhood of the City. If the Housing Authority obtains authority to exercise its powers of eminent domain, it requires legal counsel to prosecute numerous eminent domain actions.

**BACKGROUND:** On October 30, 2001, the Council approved the Housing Authority's implementation plan to rehabilitate the City's Franklin Villa neighborhood. Said implementation plan includes, without limitation, the consolidation of ownership and management of housing units through acquisition by the Housing Authority of various property in Franklin Villa, including the Morrison Creek Terrace and Morrison Creek Commons Estates of the neighborhood. The



City Council  
Re: Legal Services to be Provided to Housing Authority of the City of Sacramento  
August 16, 2002

Authority commenced making purchase offers on said properties and continues to do so, and in the process has purchased numerous units.

At present, the Authority anticipates that it will request the Council for authority to exercise its powers of eminent domain to complete the acquisition of the properties. In the event, such authority is granted, the Authority must promptly commence eminent domain actions and to prosecute them to resolution. In order to engage in such legal proceedings, the Authority has requested the City Attorney's Office to provide the necessary legal services. The City Attorney's Office has agreed to provide such services, including assistance in preparing the resolution of necessity and in prosecuting the cases.

The subject Individual Project Agreement ("IPA") reflects the terms and conditions under which the City Attorney's Office will provide said services. Under current Authority appropriations, the IPA covers fees for services rendered from the date of the agreement through December 31, 2002 up to \$160,000.00. The Authority expects to obtain additional appropriations to allow it to pay for legal services beyond December 31, 2002. If the same is approved, then the IPA renewals will reflect additional compensation of up to \$330,000.00 per year, for the next two years. Such renewals will be brought forward to the Council at future dates for appropriate approvals.

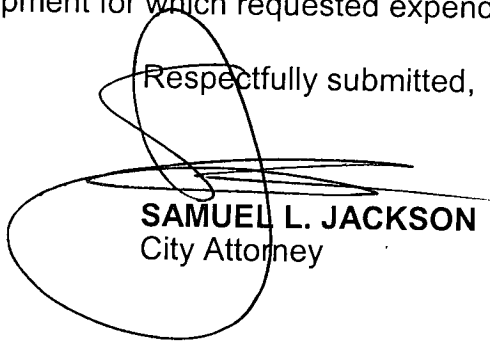
**FINANCIAL CONSIDERATIONS:** This report does not have an effect on the City budget. Funding for the services under the IPA shall be paid by the Housing Authority. The report reflects the maximum amount of compensation to be paid by the Housing Authority under the IPA.

**ENVIRONMENTAL CONSIDERATIONS:** This report involves ongoing administrative activities of the City Attorney's Office and does not constitute a project within the meaning of the California Environmental Quality Act (CEQA) and are exempt from the requirements of CEQA under CEQA Guidelines, Sections 15061(b)(1) and 15378(b)(3).

**POLICY CONSIDERATIONS:** This report is consistent with the City's policy promoting livable neighborhoods and enhancing the quality of life in our neighborhoods.

**ESBD CONSIDERATIONS:** Efforts will be undertaken to comply with the City's ESBD program when purchases of supplies and equipment for which requested expenditures are made.

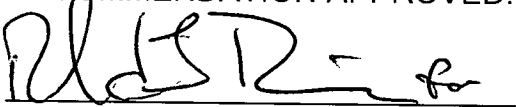
Respectfully submitted,



**SAMUEL L. JACKSON**  
City Attorney

City Council  
Re: Legal Services to be Provided to Housing Authority of the City of Sacramento  
August 16, 2002

RECOMMENDATION APPROVED:

A handwritten signature in black ink, appearing to read 'R. P. Thomas', written over a horizontal line.

**ROBERT P. THOMAS**  
City Manager

Exhibits

**INDIVIDUAL PROJECT AGREEMENT  
REGARDING PROVISION OF SERVICES BY THE CITY OF SACRAMENTO**

**RECITALS**

A. The City of Sacramento ("City") and the Sacramento Housing and Redevelopment Agency, the Redevelopment Agency of the City of Sacramento and the Housing Authority of the City of Sacramento (collectively, "Agency") entered into a Master Project Agreement on December 18, 2001.

B. In accordance with the Master Project Agreement, the following selected "Agency" desires to have the City provide the services named in Section 4 below.

Selection marked by "X"	Agency
	The Redevelopment Agency of the City of Sacramento
X	The Housing Authority of the City of Sacramento
	Sacramento Housing and Redevelopment Agency

C. The Master Project Agreement authorizes the City Manager and Agency's Executive Director to enter into Individual Project Agreement for provision of City services to be paid for by funds allocated in the Agency's budget or in the City's Community Development Block Grant (CDBG) budget that is administered by the Agency.

D. The Agency shall use the following "Source of Funds" to pay for City's services"

Source of Funds	Riverview Plaza Reserve
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**AGREEMENT**

**NOW THEREFORE**, Agency and the City agree as follows:

1) The "Effective Date" of this Agreement is the following:

Effective Date:	July 1, 2002
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2) "Attachments" for this Contract are the following, which are incorporated in this Contract as if included in full in the body of this document:

ATTACHMENT No.	DESCRIPTION OF ATTACHMENT (Attachments marked N/A or stricken are not included)
Attachment 1	January 15, 2002 Litigation of Eminent Domain Matters letter

3) The City shall provide the following services by its named departments or divisions ("City Department") on or before the stated completion dates:

Department/Division	Task	Completion Date	Compensation
City Attorney's Office	Assists in preparation of resolution of necessity and provide legal services for acquisition of units in Franklin Villa (Morrison Creek Terrace and Morrison Creek Commons Estates) through eminent domain.	12/31/02	\$165,000
<b>Payment Schedule:</b>		City Attorney's Office to submit monthly invoices not to exceed \$27,500 to the Housing Authority of the City of Sacramento.	

4) The respective parties shall also fulfill the following special provisions:

Special Provisions
a) This IPA may be renewed for an additional 2 years subject to funding and or budget approval. Total compensation shall not exceed \$330,000 per year.
b) The City Attorney's office is serving only in the capacity of legal counsel for this work and the corporate differences between the Housing Authority of the City of Sacramento and the City of Sacramento remain unaltered.
c) Agency counsel shall appear as record co-counsel on all pleadings. Agency counsel shall bear the primary responsibility to address any issue concerning the "right to take" which may arise in any case filed pursuant to this agreement whether the same arises before or after the filing of a complaint in such case, including, without limitation, on an appeal of any order or judgment.
d) In the event additional funding is not approved or <del>not</del> budgeted, the City Attorney is under no obligation to continue representing the Agency in eminent domain matters related to this IPA.

5) The City shall comply with all laws, rules and regulations applicable to the services rendered and the use of the funds from the Funding Source.

6) The City Department shall submit monthly status reports on the services funded by Agency that shall include the name and telephone number of the City Department's contact person.

7) This Agreement may only be amended in writing, duly executed by the City and the Agency.

8) Neither Agency, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by City under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, City shall fully indemnify, defend and hold Agency harmless from any liability imposed for injury to persons or property occurring by reason of anything done or omitted to be done by City under or in connection with any work, authority or jurisdiction delegated to City under this Agreement.

9) Neither City, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Agency under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, Agency shall fully indemnify, defend and hold City harmless from any liability imposed for injury to persons or property occurring by reason of anything done or omitted to be done by Agency under or in connection with any work, authority or jurisdiction delegated to Agency under this Agreement.


10) This Agreement may be terminated by either party upon written notice to the other party, effective thirty (30) days following receipt of such notice by the other party. In any event, this Agreement shall terminate upon the expiration of upon completion of all obligations of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

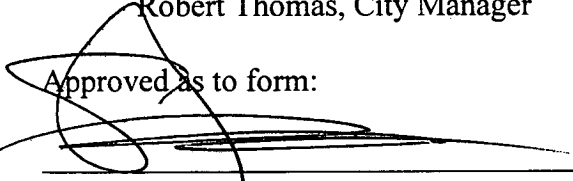
**CITY OF SACRAMENTO**

By:  \_\_\_\_\_  
Robert Thomas, City Manager

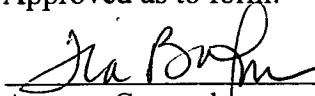
**HOUSING AUTHORITY OF THE CITY OF SACRAMENTO**

By:  \_\_\_\_\_  
Anne M. Moore, Executive Director

Approved as to form:

  
\_\_\_\_\_  
City Attorney

Approved as to form:

  
\_\_\_\_\_  
Agency Counsel

Attest:

\_\_\_\_\_  
City Clerk



JAN 16 2002

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CITY ATTORNEY**

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January 15, 2002

Dana Phillips, General Counsel  
Anne Moore, Executive Director  
Sacramento Housing and Redevelopment Agency  
630 I Street, Third Floor  
Sacramento, CA 95814

**Re: Litigation of Eminent Domain Matters**

Dear Mr. Phillips and Ms. Moore:

This is to confirm our meeting of December 6, 2001. As we discussed, our office is available to handle SHRA's eminent domain litigation for projects located within the City at the rate of \$125.00 per hour, which is substantially lower than the going market rate in the Sacramento legal community for outside counsel. Accordingly, in the event that you are required to commence eminent domain proceedings, please contact Senior Deputy City Attorney Sandra Talbott directly to make arrangements for our office to handle all such matters.

Please do not hesitate to contact me should you have any questions regarding the above.

Very truly yours,

**SAMUEL L. JACKSON**  
City Attorney

**SHANA S. FABER**  
Senior Deputy City Attorney

SSF/aw

c: Samuel L. Jackson, City Attorney  
Sandra Talbott, Senior Deputy City Attorney