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CITY OF SACRAMENTO

DEPARTMENT OF FINANCE

BUDGET DIVISION

September 9, 1985

BA:86052:BM:KMF

Budget and Finance Committee
Sacramento, California

Honorable Members in Session:

SUBJECT: Agreement with Sacramento Area Commerce and Trade Organization (SACTO) for FY 1986-87

SUMMARY

It is recommended that the attached agreement be approved authorizing payment to SACTO.

BACKGROUND

The City Council approved \$50,000 in subsidy payments to SACTO from the City's 1986-87 Budget.

Prior to initiating progress payments to the organization, a formal written agreement is required. Attached is a draft agreement which has been reviewed by John Roberts, Executive Director of SACTO.

FINANCIAL


The 1986-87 Budget includes \$50,000 for SACTO. The source of funds is the Community Center Fund.

RECOMMENDATION


It is recommended that the attached resolution be approved authorizing the City Manager to execute the attached agreement with SACTO.

Attachments

RECOMMENDATION APPROVED:


SOLO N WISHAM, JR.
Assistant City Manager

Respectfully submitted,


BETTY MASUOKA
Budget Officer

All Districts
September 30, 1986

RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

**RESOLUTION AUTHORIZING EXECUTION OF THE AGREEMENT
BETWEEN THE CITY OF SACRAMENTO AND
SACRAMENTO AREA COMMERCE AND TRADE ORGANIZATION
FOR FISCAL YEAR 1986-87**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SACRAMENTO:

That the City Manager is hereby authorized to execute on behalf of the City of Sacramento, an agreement with the agency listed below, providing payment during the 1986-87 fiscal year of amount designated herein:

SACRAMENTO AREA COMMERCE AND TRADE ORGANIZATION \$50,000

The said agreement shall be substantially in the form used in prior years and approved by the City Attorney.

MAYOR

ATTEST:

CITY CLERK

AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 1986 by and between the CITY OF SACRAMENTO, a municipal corporation, (hereinafter "City") and SACRAMENTO AREA COMMERCE AND TRADE ORGANIZATION (hereinafter "Agency").

WHEREAS, Agency has developed a program to provide service which promotes the health, safety and welfare of the inhabitants of the City; and,

WHEREAS, the City Council allocated and appropriated the sum of \$50,000 out of the Community Center Fund for fiscal year 1986-87 to Agency for the purpose mentioned herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby covenanted and agreed as follows:

1. Agency agrees to render to the inhabitants of the City a continuous service from July 1, 1986 to June 30, 1987 as provided in Exhibit A, attached hereto and incorporated herein by reference.

2. City hereby agrees to pay Agency, upon execution of this agreement, the sum of \$50,000 and Agency hereby agrees to use said sum exclusively for the purpose enumerated in Paragraph 1 and Exhibit A of the agreement and to accept said sum as full payment for the rendering of the services therein enumerated for the period from July 1, 1986 to June 30, 1987.

3. As a condition of receiving the above City funding, the Agency shall act in accordance with the following provisions:

(a) On October 15, 1986, January 15, 1987, April 15, 1987, and August 15, 1987, Agency shall submit a report to the City Manager which

shall provide the following information as evidence of the extent to which Agency has performed in accordance with this agreement during the three (3) months prior to the date of such report:

(i) A brief statement of each service provided pursuant to this agreement indicating (1) the purposes for which funds were expended; (2) any direct personal benefits; (3) the number of performances, appearances or publications, and such service; (4) the specific benefits achieved as a result of the service; (5) the estimated amount of funds received from City which have been expended upon such services; and,

(ii) Any additional information that would be helpful to City in evaluating the performance of Agency under this agreement during the three (3) month period preceding such report.

(b) Upon receipt of a report that satisfies the requirements of the subparagraph (a) above, the City Manager or his/her designee agrees to determine whether Agency has satisfactorily performed its obligations under this agreement during the preceding three (3) months.

(c) City and Agency agree that if Agency has not performed satisfactorily and such is determined to be the case by City pursuant to section (3)(b) above, such failure of performance as so determined shall constitute a breach of this agreement and that the agreement is null and void for the remainder of the term of the agreement. The City Manager shall notify Agency by U.S. Mail, postage prepaid of the determination of unsatisfactory performance.

(d) City and Agency agree that upon receipt of a notice pursuant to (b) above, Agency shall be entitled to a hearing before the City Manager or his/her designee if requested within 10 days after the date of notice where Agency may offer measures to ensure satisfactory performance of the

services required by this agreement during the remainder of its term. City and Agency agree that the City Manager or his/her designee may thereupon reinstate this agreement by so informing the Director of Finance and upon incorporation of the Agency's offered measures into the Agreement.

(e) City and Agency agree that Agency may appeal a decision of the City Manager or his/her designee rejecting Agency's offer to the City Council.

4. Agency shall keep all necessary books and records in connection with the services performed under this agreement, in order that the Director of Finance may properly audit all expenditures made pursuant to this Agreement.

5. Agency further agrees that the Director of Finance shall at all times have access to all non-confidential books, records and accounts kept by Agency in connection with all sums expended under this agreement, for the purpose of making an audit of all expenditures made by Agency in the performance of this agreement. Access to confidential records shall be granted only after approval by a majority of the Board of Directors.

6. Agency certifies that any goods or services provided and any persons employed pursuant to this agreement shall be without discrimination based on sex, color, religion, national origin or ancestry.

7. Agency and the agents and employees of Agency, in the performance of this agreement shall act in an independent capacity and not as officers or employees or agents of City.

8. Agency agrees to indemnify and hold harmless City, its officers and employees, from any and all loss or damage and from any and all liability for any and all loss or damage, and from any and all suits, actions, or claims filed or brought by any and all persons because of or

arising or resulting from the doing by Agency or any or all things permitted by this agreement, or because of or arising or resulting from any negligence of Agency, its agents, employees or subcontractors, or arising or resulting from any dangerous or defective condition upon the premises used by said Agency, its agents, employees, or subcontractors.

IN WITNESS WHEREOF, the parties hereto execute this agreement as of the day and year first above written.

CITY OF SACRAMENTO
A Municipal Corporation


ATTEST:

By: _____
City Manager

City Clerk

SACRAMENTO AREA COMMERCE AND
TRADE ORGANIZATION

APPROVED AS TO FORM:



City Attorney

By: _____
Its Executive Director
300 Capitol Mall, #1210
Sacramento, CA 95805

EXHIBIT A

Agency shall perform the following services:

Successfully influence the location of new payrolls in the City which offer increased job opportunities for the local labor force and diminish the property tax burden on residents by:

- 1. Conducting sales and marketing travel programs on a state, national, and international basis;**
- 2. Developing a modest advertising program for carefully selected business and industrial periodicals with regional distribution in market target areas; such advertising program may include direct mail, media and print advertising, trade show participation and related activities;**
- 3. Mounting a substantial public relations and public affairs effort in the Greater Sacramento Area with the objectives of improving the merchandising efforts and notability of the Sacramento Area Commerce and Trade Organization; and,**
- 4. Promoting more cooperative commercial-industrial efforts with Yolo County and Placer County industrial search teams.**