

RESOLUTION NO. 82-014

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

ON DATE OF

March 9, 1982

AUTHORIZING EXECUTION OF AN AGREEMENT WITH CITY
TO ACT AS AGENT FOR THE CITY IN THE SALE AND
REDEVELOPMENT OF PROPERTY LOCATED AT 520 9th STREET

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

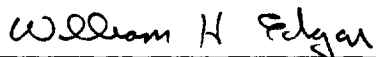
Section 1. The Interim Executive Director is authorized to execute the attached Agreement with the City of Sacramento to act as the City's agent in the solicitation of proposals and sales contract management for the sale and redevelopment of the real property located at 520 9th Street in the Alkali Flat Redevelopment Project Area.

Section 2. The Agreement will provide for reimbursement of all Agency expenses and the Agency shall incur no expenses beyond the scope of the Agreement.



CHAIRMAN

ATTEST:



SECRETARY

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(4)

AGREEMENT

Solicitation of Proposals and Sales Contract Management
520 9th Street (Old Salvation Army Warehouse)
Alkali Flat Redevelopment Project

THIS AGREEMENT, made and entered into as of this _____ day of _____, 1982, by and between the CITY OF SACRAMENTO, a municipal corporation (herein called the "City"), and the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, a public body, corporate and politic (herein called the "Agency").

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

The City desires to employ the services of the Agency in the solicitation of proposals and sales contract management for the sale and redevelopment of the real property located at 520 9th Street in the Alkali Flat Redevelopment Project Area. In this connection, Agency shall:

- (a) Obtain an MIA appraisal to determine fair market value and set fixed sales price.
- (b) Prepare, with input from the Alkali Flat Project Area Committee, a request for proposals to be approved by the Sacramento Housing and Redevelopment Commission which will be based on fixed sales price and land uses consistent with the R4A zone and the Redevelopment Plan.
- (c) Advertise for proposals in local, San Francisco and Los Angeles newspapers.
- (d) Receive and evaluate proposals and prepare staff recommendations for Council's tentative and final selection of a redeveloper.
- (e) Continue contract management for the City through the Sacramento Housing and Redevelopment Commission approval of preliminary plans, final plans, evidence of financing and issuance of the Certificate of Completion.

2. TIME OF PERFORMANCE

The services of the Agency shall be performed upon execution of this Agreement and shall be completed by December 31, 1983, unless sooner terminated by either party giving thirty (30) days prior written notice to the other.

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3. COMPENSATION AND METHOD OF PAYMENT

- (a) City shall compensate Agency for actual employee expenses incurred by Agency in the execution of the services under this Agreement upon monthly submission by Agency to City of a statement specifying the work performed, hours expended, and that such work was necessary to fulfill the obligations of this Agreement. For purposes of this Agreement, "actual employee expenses" shall include actual wages paid, pro rata allocation of fringe benefits and overhead.
- (b) In addition, City shall reimburse Agency for its actual out-of-pocket expenses incurred in connection with the performance of the services required hereunder. Such reimbursement expense may include costs of appraisal, advertising, title report, printing, postage and other costs associated with contract administration.
- (c) In the event of earlier termination of this Agreement, as provided in Section 2 hereof, City shall compensate Agency on a pro rata basis in accordance with the services actually performed and the time expended by Agency in the performance of such services.
- (d) It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid under this Agreement exceed the maximum sum of TWELVE THOUSAND SEVEN HUNDRED and NO/100 DOLLARS (\$12,700.00).

4. HOLD HARMLESS

City shall indemnify, hold harmless and defend the Agency, its officers, agents and employees against any and all claims or demands which may be made by reason of activities undertaken under this Agreement, except, however, that nothing contained herein shall require the City to indemnify or save harmless the Agency from liability or damages resulting from the negligence or willful act or omission of Agency or its officers, agents or employees. The Agency shall indemnify, hold harmless and defend the City, its officers, agents and employees against any and all claims or demands which may be made by reason of the negligence or willful act or omission of the Agency, or its officers, agents or employees.

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

CITY OF SACRAMENTO

By _____
City Manager

REDEVELOPMENT AGENCY OF THE CITY OF
SACRAMENTO

APPROVED AS TO FORM:

By _____
Executive Director

General Counsel