

RESOLUTION NO. 92-087

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

ON DATE OF September 29, 1992

EXECUTING AND AMENDING VARIOUS AGREEMENTS RELATED TO RICHARDS BOULEVARD/SOUTHERN PACIFIC RAILYARDS PLANNING PROCESS

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

Section 1: The Executive Director is authorized to execute the amendment (a copy of which is attached as Attachment 1) to the agreement, dated August 29, 1990, with ROMA Design Group for preparation of a land use plan and urban design guidelines for the Richards Boulevard Redevelopment Area and Southern Pacific Railyards Master Plan.

Section 2: The Executive Director is authorized to execute the amendment (a copy of which is attached as Attachment 2) to the agreement, dated November 20, 1991, with Shute, Mihaly & Weinberger for professional legal services and professional oversight of environmental services for the Southern Pacific Master Plan.

Section 3: The Executive Director is authorized to execute an agreement with Economic & Planning Systems for professional services in the areas of land economics, real estate and public finance for the Southern Pacific Development Agreement in an amount not to exceed \$72,700.

Section 4: The Executive Director is authorized to execute the amendment (a copy of which is attached as Attachment 3) to the agreement, dated April 29, 1992, with Economic and Planning Systems for professional services in the areas of land economics, housing strategies and public finance for the Richards Boulevard Redevelopment Area.

Section 5: The Executive Director is authorized to execute an agreement with SHUTE, MIHALY and WEINBERGER for legal services in the areas of plan implementation, property owner issues, and review of the Final Environmental Impact Report for the Richards Boulevard Redevelopment Area in an amount not to exceed \$57,040.

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Section 6: The Executive Director is authorized to amend the "Memorandum of Agreement: Environmental Services and Toxics Oversight Program for Richards Boulevard Redevelopment Project Area Land Use Plan," dated May 22, 1991, to increase the contract amount by \$30,000.

Section 7: The Executive Director is authorized to amend the foregoing agreements as necessary to provide for services authorized and paid by the Southern Pacific Transportation Company ("SPTC").

Section 8: The Executive Director is authorized to receive funds from the SPTC in the amount of \$518,797; and to amend the 1992 Agency Budget to reflect receipt of such funds and such additional funds as SPTC may provide for services related to the planning process; and to allocate such funds for the foregoing agreements.

Section 9: The Executive Director is authorized to amend the agency budget to transfer funds in the amount of \$360,000 from Downtown 1990 TABS previously allocated for Richards Boulevard to the Richards Boulevard Tax Increment Fund.

Anne Reedin
CHAIR

ATTEST:

Marie A. Burrows
SECRETARY

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DATE ADOPTED: Sept 29 1992 (10)

SECOND AMENDMENT TO
CITY AGREEMENT #91-222
(Southern Pacific Development Agreement)

This second Amendment to City Agreement #91-222 is made at Sacramento, California on September 30, 1992, by and between the City of Sacramento ("City"), a municipal corporation, the Redevelopment Agency of the City of Sacramento ("Agency"), and SHUTE, MIHALY & WEINBERGER ("Consultant"), a professional corporation. The parties agree as follows:

1. Section 3 of Agreement 91-222 is amended to increase the maximum contract amount to be paid to Shute, Mihaly & Weinberger by FOUR-HUNDRED TWENTY-THREE THOUSAND, FIVE HUNDRED AND NINETY-SEVEN DOLLARS (\$423,597). Accordingly, the maximum amount to be paid to SMW shall not exceed \$723,035.
2. Section 4 of Agreement 91-222 is amended to extend the time of performance of this Agreement to March 31, 1993.
3. Except as amended in Paragraphs 1 and 2 above as modified by the First Amendment to said Agreement (approved and executed pursuant to Resolution 92-298), the provisions of Agreement No. 91-222 shall remain and continue in effect:

CITY OF SACRAMENTO

SHUTE, MIHALY & WEINBERGER

By _____
City Manager

By _____
Principal

Federal I.D. No. 94-2647744

REDEVELOPMENT AGENCY OF THE
CITY OF SACRAMENTO

By _____
Executive Director

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

Agency Counsel

AGREEMENT TO PROVIDE LEGAL SERVICES FOR
RICHARDS BOULEVARD AREA PLAN IMPLEMENTATIONPart I - Agreement .

THIS AGREEMENT is made and entered into as of this _____ day of _____, 1992, by and between the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO (hereinafter referred to as "Agency"), and SHUTE, MIHALY & WEINBERGER, INC., a California Corporation (hereinafter referred to as "Contractor").

IT IS MUTUALLY AGREED AS FOLLOWS:

1. Scope of Services

Contractor shall provide legal services in the areas of plan implementation, property owner issues and review of final EIR. Contractor shall perform the tasks defined in Exhibit A.

2. Time of Performance

The services of the Contractor shall commence upon execution of this Agreement and shall be undertaken and completed in a timely manner, but in any event, all of the services required hereunder shall be completed no later than March 31, 1993, except that the Agency and Contractor may extend this contract for one additional twelve-month term by written amendment hereto.

3. Compensation

The amount of compensation and reimbursement to Contractor by Agency shall not exceed FIFTY-SEVEN THOUSAND AND FORTY DOLLARS (\$57,040) and shall be for services provided and expenses incurred.

4. Method of Payment

Agency shall pay Contractor monthly for services actually performed and expenses actually incurred, upon receipt by Agency of invoices in a form satisfactory to Agency. Said invoices shall state in detail the costs and expenses incurred, the type of activity involved with reference to the billing rates. Such payment shall constitute full and complete compensation for Contractor's services and expenses stated in the invoice to which it refers.

5. Agency Information and Data

Agency shall furnish to Contractor any and all pertinent data, information, plans and specifications which the Agency shall possess during the time of performance of the duties under this Agreement.

6. Indemnification of Agency

Contractor shall indemnify, defend and save harmless the Agency from liability for any loss, injury or damages to persons or property resulting from Contractor's negligent performance under this Agreement. The Agency shall indemnify, defend and save harmless the Contractor from liability for any loss, injury or damages to persons or property resulting from Agency's negligent performance under the Agreement.

7. Ownership of Information

All professional and technical information developed under this Agreement, all data, information, plans and specifications supplied by the Agency, and all work sheets and related data shall remain the property of the Agency, and Contractor agrees to deliver said documents to the Agency upon completion of the services and receipt of final payment under this Agreement.

8. Terms and Conditions

This Agreement is subject to and incorporates the provisions attached hereto as Part II - Terms and Conditions, and Part III - Insurance.

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

APPROVED AS TO FORM:

General Counsel

Federal Employer I.D. No.
94-2647744

REDEVELOPMENT AGENCY OF THE
CITY OF SACRAMENTO

By _____
BINA LEFKOVITZ
Director of Community
Development

SHUTE, MIHALY & WEINBERGER,
INC.

By _____
Principal

Agrmts\SMW.RB

SHUTE, MIHALY & WEINBERGER
SCOPE OF WORK: RICHARDS BOULEVARD MASTER PLAN
THROUGH MARCH 31, 1993

Shute, Mihaly & Weinberger will assist City and Agency staff with legal and strategy issues related to housing and Richards Boulevard property owner concerns. The firm will consult regarding potential agreements with property owners. In addition, consultation and legal work may be required as other issues arise regarding the social services campus, or other aspects of the Richards Boulevard plan. The budget assumes an average of two meetings per month with staff and other consultants regarding Richards Boulevard issues.

Shute, Mihaly & Weinberger will review comments to the Draft EIR, and review and assist in drafting response to comments. The firm will be meeting and consulting with staff and with EIP regarding ongoing CEQA issues, including linkages between the Railyards and Richards plans, mitigation measures, and process concerns. Shute, Mihaly & Weinberger will also draft the findings required by CEQA and related final documentation.

The estimated budget assumes 10 public meetings (PAC, Commissions, Council).

Agrmts\SMW.RB

FIRST AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES FOR
SOUTHERN PACIFIC DEVELOPMENT
AGREEMENT NEGOTIATIONS
AND RICHARDS BOULEVARD PLAN
IMPLEMENTATION

This Agreement is entered into this _____ day of _____, 1992, by and between the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO (hereinafter referred to as "Agency"), and ECONOMIC & PLANNING SYSTEMS, INC., a California Corporation (hereinafter referred to as "Contractor").

RECITALS

- A. The Agency and Contractor entered into an agreement for Economic and Financial Services on April 29, 1992; and
- B. The parties desire to modify the Scope of Services in accordance with that certain document dated August 27, 1992, and attached as Exhibit A; and
- C. The parties desire to amend said agreement to increase the total amount of compensation from \$50,000 to \$74,840.

AGREEMENT

Now, therefore, Agency and Contractor agree that the Agreement to Provide Economic and Financial Services dated April 29, 1992, shall be amended as follows:

1. The maximum amount the Agency is authorized to pay shall be amended to read as follows:

"The maximum compensation under this Agreement shall not exceed \$74,840 unless that amount is increased by the Agency."
2. The Scope of Services for that certain agreement dated April 29, 1992, is hereby expanded to include Exhibit A.
3. Except as modified herein or in any other properly approved amendments, all the terms and conditions of this Agreement for Economic and Financial Services dated April 29, 1992, shall remain the same and unchanged.

SCOPE OF WORK:

Richards Boulevard Master Plan Implementation

The work program to prepare housing feasibility and financing analysis of the housing program outlined in the Richards Boulevard Master Plan consists of the following tasks:

Task 1 - Housing Feasibility Analysis

EPS will assist staff in its presentations to the Richards Boulevard PAC regarding housing feasibility. This effort will include preparation of a Housing Feasibility Analysis which addresses specific questions that have been asked of the City by PAC members and other citizens. This Feasibility Analysis will be prepared by refining and adding to work previously conducted by EPS and the City. A technical report will be prepared in time for the PAC meeting scheduled for July 14th.

The Housing Feasibility Analysis will be prepared by Richards Berkson, Laura Fudge, and Walter Kieser. Supporting tax increment analysis will be provided by Joe Chinn.

Task 2 - Public Meetings

EPS will assist staff in its meetings with the PAC. These meetings may include discussion group meetings and the scheduled public meetings. Six meetings are budgeted. Tim Youmans and/or Walter Kieser will participate and make necessary presentations.

Task 3 - Additional Housing Analysis

EPS will continue to respond to specific analytical inquiries from staff in response to the PAC meetings. This work may include creation of new development/funding scenarios, and analysis of new prototypes and projects.

This analysis will be prepared by Richards Berkson, Laura Fudge, Joe Chinn, Walter Kieser, and Tim Youmans. An initial task in this effort will be to revise the Tax Increment Model to reflect changes in state law resulting from the ongoing state budget negotiations regarding redevelopment revenue distribution, and produce additional tables as directed by staff. EPS may also become involved in negotiations with individual property owners regarding how their development plans can be integrated into the Master Plan effort.