

# Supplemental Material

For

## City of Sacramento

City Council  
Financing Authority  
Housing Authority  
Redevelopment Agency

## Agenda Packet

**Submitted:** October 24, 2008

**For the Meeting of: October 28, 2008**

Additional Material

Revised Material

**TITLE: Natomas Joint Vision Reimbursement Agreement**

Revised resolution that modifies the timing of payment terms

**Contact Information:** Scot Mende, New Growth Manager, (916) 808-4756, Planning

Please include this supplemental material in your agenda packet. This material will also be published to the City's Internet. For additional information, contact the City Clerk Department at Historic City Hall, 915 I Street, First Floor, Sacramento, CA 95814-2604, (916) 808-7200.

## AGREEMENT

Now, therefore, City and County agree as follows:

1. Cost of Consultant.

County acknowledges that City, through the City Attorney's Office, will retain a legal consultant to assist in the preparation of the NJV Visioning Plan for a total of up to \$20,000.

2. Staff Support and Responsibilities.

a. City and County staff shall provide staff support for the preparation of the NJV Visioning Plan as described in the Funding Agreement. Pursuant to the Joint Vision MOU, the Scope of Work's focus will be on the portion of the Natomas Basin within Sacramento County that includes the entire Joint Vision Area. The Scope of Work may only be amended in writing and signed by both parties. City and County staff will provide for multiple check-in points with City and County elected officials and the consultants as necessary. City and County shall work together to provide direction to their consultants. City shall act as the primary contact for the City's consultant.

b. County acknowledges that the cost of City staff time to assist in the preparation of the NJV Visioning Plan will be no more than \$10,000 per month for ten months, for a maximum total of \$100,000.

c. City and County agree that neither party has made any promises, representations or warranties to the Natomas Landowners Group, express or implied, as to the outcome of the Visioning Plan, and that the use of landowner funds in no way influences the content of the final product. The City and County acknowledge that pursuant to Section 9 of the Funding Agreement, the Natomas Landowners Group also agrees that neither the City nor County have made any promises, representations or warranties to the Natomas Landowners Group, express or implied, as to the outcome of the Visioning Plan, and acknowledges that reimbursement of the City's and County's expenses with landowner funds will in no way influence the content of the final product.

3. Payment of the Consultant by City.

Upon receiving periodic invoices from its legal consultant, for assistance in preparing the NJV Visioning Plan, City shall be responsible for paying said invoiced amounts.

4. Re-payment of Consultant and Staff-time Costs to City by County.

a. County acknowledges that it has entered into the Funding Agreement with the Natomas Landowners Group who will pay the County, in accordance with the Funding Agreement, a dollar amount sufficient to pay for the City's and County's costs of preparing the NJV Visioning Plan. County further acknowledges that the City was not a party to said Funding Agreement in anticipation that the County will reimburse the City for its consultant and staff costs incurred in the preparation of the NJV Visioning Plan under this separate Reimbursement MOU.

b. The City shall submit its costs estimates for the following quarter to the County on a quarterly basis in a timely fashion so that the County can submit its cost estimates to the Natomas Landowners Group as required by Section 5 of the Funding Agreement. The City and the County shall confer and agree upon the amount of the estimates to be included in the quarterly estimates delivered to the Natomas Landowners Group in accordance with the Funding Agreement. The amount of the City's quarterly estimate agreed upon by the City and County shall be delivered to the City by the County within 30 days of receipt by the County of the quarterly funds from the Natomas Landowners Group. Within 30 days of ~~At the end of each quarter~~, the City shall prepare a summary of any invoices it has paid to its legal consultant in connection with the preparation of the NJV Visioning Plan and a summary invoice for the City's staff time, each in sufficient detail to establish the costs allocated to the NJV Visioning Plan. The City shall submit the quarterly estimates and the summary of invoices to County at the address listed below:

County of Sacramento  
Planning Department, Administrative Officer  
827 7th Street, Room 230  
Sacramento, CA 95814  
Attn: Mike Miller

County shall, within 120 days of receiving the cost estimates, remit the invoiced amounts to City at the address listed below:

City of Sacramento  
Administrative Officer Planning Department  
915 I Street, 3rd floor, New City Hall  
Sacramento, CA 95814  
Attn: Diane Morrison

c. Within 30 days of ~~At the end of the third~~ each quarter, City and County shall reconcile the amounts paid to City based on the quarterly estimates with actual costs incurred by City. Any excess payments made to the City shall be credited against future quarterly estimates. If after the completed preparation or termination of the NJV Visioning Plan is completed, the dollar amount paid to the

City pursuant to this Reimbursement MOU exceeds its actual costs, City shall repay the overage to County to be repaid to the Natomas Landowners Group in accordance with the Funding Agreement.

d. If at any time the City anticipates that its total costs are likely to exceed \$20,000 for legal consultant services or \$100,000 for staff time, it shall bring this fact to the attention of County and the parties shall negotiate as to any additional amounts that shall be paid to City, or as to what services the County and Natomas Landowners Group are willing to forego in order to avoid such additional costs. This Reimbursement MOU shall then be amended to reflect any additional reimbursement that will be allowed.

e. The reimbursement payments required to be made to City under subsection 4.b. are required to be made within ~~420~~30 days only if County has received the necessary funding from the Natomas Landowners Group pursuant to the Funding Agreement or if there are sufficient funds in the security deposit that is required under the Funding Agreement.

f. City reserves the right to take any necessary action to enforce payment of amounts due under this Reimbursement MOU, including but not limited to, suspending work or filing a lawsuit against County or the Natomas Landowners Group, or both, to recover payment.

5. Amendments.

This MOU may be amended only in writing, signed by both parties.

6. Additional Work or Changes in Work.

This MOU shall apply to all additional work or changes in work that are necessary to complete preparation of the NJV Visioning Plan. Prior to executing any supplemental agreement or other agreement that will increase the costs associated with the preparation of the NJV Visioning Plan, City and County shall confer regarding the necessity of the proposed supplemental agreement or other agreement.

7. Notices.

Any notice or other correspondence to a party to this MOU shall be deemed given on the date it is placed in the United States mail, first class, postage prepaid, and addressed to the party at the following address:

Notices to City:

Carol Shearly, Director of Planning  
Planning Department  
New City Hall  
915 I Street, 3<sup>rd</sup> Floor  
Sacramento, CA 95814

Notices to County:

Robert Sherry  
Planning Director  
827 7th Street, Room 230  
Sacramento, CA 95814

8. Effective Date.

This Reimbursement MOU shall be effective upon the date it is fully executed by both parties.

IN WITNESS WHEREOF, the parties hereby execute this Memorandum of Understanding as of the date and the year written above.

COUNTY OF SACRAMENTO

CITY OF SACRAMENTO

By: \_\_\_\_\_  
County Executive

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM

APPROVED AS TO FORM

By: \_\_\_\_\_  
County Counsel

By: \_\_\_\_\_  
City Attorney

ATTEST

By: \_\_\_\_\_  
City Clerk

**Table of Contents:**  
Attachment to Exhibit A