

RESOLUTION NO. 2011-177

Adopted by the Sacramento City Council

March 29, 2011

AUTHORIZING AN INDIVIDUAL PROJECT AGREEMENT AND BUDGET AMENDMENT FOR THE K STREET MALL TRAFFIC STUDY CAPITAL IMPROVEMENT PROJECT BUDGET (T15095300)

BACKGROUND

- A. The City desires to enhance the economic vitality of K Street.
- B. A Capital Improvement Project (T15095300) was previously established for the K Street Mall Traffic Study.
- C. On April 22, 2010, City Council adopted a budget of \$2,741,200 for returning vehicular traffic to K Street.
- D. The Cars on K Project was analyzed by the City of Sacramento in accordance with CEQA Guidelines. The Sacramento City Council approved the Mitigated Negative Declaration and Mitigation Reporting Program on November 4, 2010.
- E. On November 4, 2010, the City Council approved the preliminary design and the Cars on K Project.
- F. The Cars on K Project includes pavement repair, landscaping, traffic signals, pedestrian signals, street furnishings, and edge treatments.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The Interim City Manager or his designee is authorized to execute an Individual Project Agreement with the Redevelop Agency to transfer \$120,000 Merged Downtown Tax Increment Funds to K Street Mall Traffic Study Capital Improvement Project Budget (T15095300) for payment to 3rd parties for the planning and construction necessary to implement the Cars on K Project.
- Section 2. In accordance with California Redevelopment Law Section 33445, the City further finds and determines:
 - a) That the Project will benefit the Merged Downtown Redevelopment Project Area by eliminating and preventing the spread of blight through the enhancements to the publicly owned built environment.
 - b) That no other reasonable means of financing the publicly owned improvements are available to the community.

- c) That the payment of funds for the Project, which will result in public owned structures or other improvements, is consistent with the Merged Downtown Implementation Plan because it will help to eliminate blight, stimulate economic growth, broaden the appeal of downtown, and emphasize environmental character and public places.

Section 3. The Interim City Manager or his designee is authorized to amend the existing K Street Mall Traffic Study Capital Improvement Project Revenue and Expenditure Budget (T15095300) in the amount of \$120,000.

Section 4. The IPA identified in Section 1 is attached as Exhibit 1 and is a part of this resolution.

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Exhibit A: Individual Project Agreement

Adopted by the City of Sacramento City Council on March 29, 2011 by the following vote:

Ayes: Councilmembers Ashby, Cohn, D Fong, R Fong, McCarty, Pannell, Schenirer, Sheedy, and Mayor Johnson.

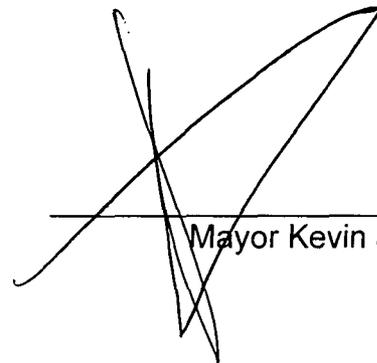
Noes: None.

Abstain: None.

Absent: None.

Attest:


Shirley Concolino, City Clerk



Mayor Kevin Johnson

**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
X	The Redevelopment Agency of the City of Sacramento
	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	630-100-4674 (\$30,000) and 630-100-3559 (\$90,000)
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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:	March 30, 2011
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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	[If Applicable] Attachment 1 Federal Requirements. If the Funding Source(s) is federal, this Contract is invalid without the "Federal Requirements" attachment. For CDBG funds the Attachment is labeled "CDBG and Other Federal Requirements"

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

<u>Department/Division</u>	Task	Completion Date	Compensation
Department of Transportation	A portion of the roadway on K Street will be reconstructed to replace the damaged infrastructure. The project will also include installation of landscaping, street furniture, pedestrian signals and edge treatments on K Street.	December 31, 2011	\$120,000

4. Agency shall pay City the forgoing compensation for the respective services. In any event, Agency shall pay not more than the following amount as the total compensation for all services rendered by City under this Agreement:

Total compensation for all services:	\$120,000
Source of Funds:	630-100-4674 (\$30,000) and 630-100-3559 (\$90,000)

Payment Schedule:

City shall make quarterly requests of payment to the Agency.

5. The respective parties shall also fulfill the following special provisions:

Special Provisions

- 6. 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.
- 7. 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.
- 8. This Agreement may only be amended in writing, duly executed by the City and the Agency.
- 9. 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.
- 10. 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.
- 11. 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

REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

By: _____
Gus Vina, Interim City Manager

By: _____
LaShelle Dozier, Executive Director

Approved as to form:

Approved as to form:

City Attorney

Agency Counsel

Attest:

City Clerk