

RESOLUTION NO. 2011-324

Adopted by the Sacramento City Council

June 7, 2011

SIXTH AMENDMENT TO CITY AGREEMENT NUMBER 2005-0307 BETWEEN THE CITY OF SACRAMENTO AND THE CALIFORNIA DEPARTMENT OF BOATING AND WATERWAYS FOR THE SOUTH BASIN RENOVATION PROJECT

BACKGROUND

- A. In 2005, the City executed Agreement 2005-0307 with the California Department of Boating and Waterways (DBAW) for a five phase loan in the total principal amount of \$9,000,000.
- B. Construction of the South Basin Renovation project was completed in late 2009. Final completion of punch list items prevented DBAW from closing the project by their fiscal year deadline in 2010. The total loan amount was disbursed to the City as reimbursements during construction, except for \$900,000 being held in retention by DBAW to be released once they close the project. Per the loan agreement, repayment begins on August 1 in the same year as closeout of the project.

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

- Section 1. The City Manager, or his designee, is authorized to execute Amendment Number 6 to City Agreement 2005-0307 (shown in Exhibit A) between the City of Sacramento and the California Department of Boating and Waterways (DBAW) to 1) extend the completion date of the South Basin Renovation project to June 30, 2011; 2) defer the start date of the City's repayment of the loan to August 2012; and 3) confirm that replacement and/or repair of the G Dock Gangway Pier is not part of the project for which DBAW loaned the City funds.

Table of Contents:

- Section 2. Exhibit A is a part of this resolution.

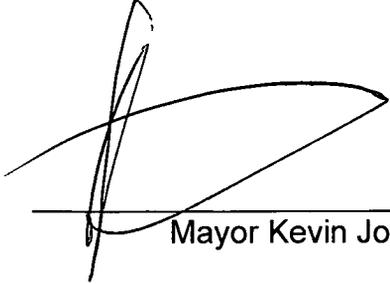
Adopted by the City of Sacramento City Council on June 7, 2011 by the following vote:

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

Noes: None.

Abstain: None.

Absent: Pannell



Mayor Kevin Johnson

Attest:



Shirley Concolino, City Clerk

Status of Contract Requiring Council Approval

**** Form to be completed by City Attorney****

- The contract is signed by the other party(ies), is approved as to form by the City Attorney, and is attached as an exhibit to the Resolution.

Contract Title

- The contract recommended for award by the City Council is for a public project (SCC Ch. 3.60); is NOT signed by the contractor; is in a form that the City Attorney will approve upon proper execution by the contractor; and is attached as an exhibit to the Resolution.

Contract Title

- The contract is with another governmental agency or agencies that require approval and execution by the City prior to execution by the other agency(ies). In this case, the contract is NOT signed by the other agency(ies), but is in a form that the City Attorney will approve upon proper execution by the agency(ies), and is attached as an exhibit to the Resolution.

Contract Title

Amendment No. 6 to City Agreement 2005-0307 between the City of Sacramento and the California Department of Boating and Waterways

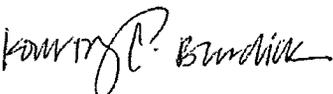
- The contract is NOT signed by the other party(ies); however, due to special circumstances documented in writing by the Department presenting the contract, the City Attorney has confirmed in writing the legal propriety of the City Council approving and authorizing the action recommended. The unsigned contract:

Contract Title

- is attached as an exhibit to the Resolution
 is NOT attached as an exhibit to the Resolution

General
Comments

Signature Field



Form Approved by City Attorney 12/31/10

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER 03-102-407	AMENDMENT NUMBER 6
REGISTRATION NUMBER eP	

PROJECT CODE 385

- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
 DEPARTMENT OF BOATING AND WATERWAYS (DEPARTMENT)
CONTRACTOR'S NAME
 CITY OF SACRAMENTO (BORROWER)
- The term of this Agreement is January 19, 2005 through (until repaid in full)
- The maximum amount of this Agreement after this amendment is: \$ 9,000,000.00
 NINE MILLION DOLLARS
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Sacramento Marina – South Basin Loan

This amendment to contract is entered into on **May 4, 2010**, between the California Department of Boating and Waterways (DEPARTMENT) and City of Sacramento (BORROWER).

Loan Recitals

WHEREAS, Section 70.2 et seq. of the Harbors and Navigation Code authorizes the Department to make loans to cities, counties and districts to design, construct, and improve small craft harbors; and

WHEREAS, the Department has previously approved a construction loan to the Borrower; and

WHEREAS, in May 2010 the Department approved the time extension for completion of the Project.

(continued)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
CITY OF SACRAMENTO		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
CITY MANAGER		
ADDRESS		
2710 RAMP WAY, SACRAMENTO, CALIF. 95818		
STATE OF CALIFORNIA		
AGENCY NAME		
DEPARTMENT OF BOATING AND WATERWAYS		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
LUCIA C. BECERRA, Acting Director		
ADDRESS		
2000 EVERGREEN STREET, SUITE 100, SACRAMENTO, CALIF. 95815-3888		

Exempt per:

NOW THEREFORE, the Department and the Borrower mutually agree to amend the loan Agreement as follows:

- a. Article 7 (A) of Exhibit B is amended to read:

“The Borrower shall complete the Project no later than June 30, 2011.”

- b. The Project scope, defined by Exhibit D-Sacramento Marina Feasibility Reports (Phases I, II, III, IV and V collectively) is amended to add the following:

“Replacement and/or repair of the G-dock Gangway Pier is outside of the scope of the project for which the Department of Boating and Waterways loaned the City of Sacramento \$9,000,000. The City of Sacramento alone is responsible for necessary repairs and/or replacement of the G-dock Gangway Pier”.

- c. Article 8 (A.2) of Exhibit B is amended to add:

“The Parties to this Agreement have mutually agreed to defer the repayment of principal and interest by one year. Repayments shall begin the second August 1 following the final draw and be made in thirty (30) annual, approximately equal payments.”

Save as herein or previously amended, the contract of January 19, 2005 shall remain in full force and effect.