

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF SACRAMENTO AND THE COUNTY OF SACRAMENTO  
REGARDING THE PAYMENT OF CONSULTANT COSTS FOR  
THE PREPARATION OF THE CITY OF SACRAMENTO'S SPHERE OF  
INFLUENCE AMENDMENT ENVIRONMENTAL IMPACT REPORT**

This Memorandum of Understanding ("MOU") is made and entered into on \_\_\_\_\_ by and between the County Of Sacramento, a political subdivision of the State of California, hereinafter referred to as "County", and the City of Sacramento, a charter municipal corporation, hereinafter referred to as "City".

**RECITALS**

Whereas, City and County entered into an MOU (Joint Vision MOU) on December 10, 2002, agreeing to principles of urbanization, open space preservation and revenue sharing for unincorporated Natomas; and,

Whereas, on November 21, 2006, the City Council authorized execution of a professional services agreement with RBF Consulting in an amount not to exceed \$570,000 for preparation of the Sphere of Influence Amendment EIR and Municipal Services Review (RBF Consulting EIR Agreement). As the responsible agency, County may rely upon the EIR to adequately address the environmental issues associated with a County General Plan Text Amendment and the Open Space Program (OSP) ; and,

Whereas, City and County are similarly interested in the preparation of the EIR, City and County desire to share the costs of the RBF Consulting EIR Agreement and desire to establish a procedure for City to be reimbursed by County for up to \$174,000 of this cost.

**AGREEMENT**

Now therefore, City and County agree as follows:

1. **Cost of the Consultant Contract**

County shall pay one-third of the cost of the Consultant Contract for the preparation of the EIR, up to a maximum of \$174,000. City shall pay the remainder of the RBF Consulting EIR Agreement.

2. **Staff Support and Responsibilities**

City and County staff shall provide support for the preparation of the EIR as described in the RBF Consulting EIR Agreement Scope of Work (See Attachment A). Pursuant to the Joint Vision MOU, the Scope of Work's primary focus will be on the portion of the Natomas Basin within Sacramento County, including the area known as the "Boot". 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 OSP consultants as illustrated in the Natomas Joint Vision Coordination flow chart. A copy of the NJV Coordination flow chart is attached to this MOU for reference purposes only (See Attachment B).

City and County shall work together to provide direction to the consultant. The City shall act as the primary contact for the consultant.

3. **Payment of the Consultant by City**

Upon receiving periodic invoices from RBF Consulting for the preparation of the EIR, City shall remit payment to RBF Consulting for the entire invoiced amount.

4. **Partial Re-payment of Consultant Cost to City by County**

City shall prepare a summary of any invoices from RBF Consulting for the preparation of the EIR and submit them to County at the address listed below:

County of Sacramento  
Planning Department  
827 7<sup>th</sup> Street, Room 230  
Sacramento, CA 95814  
Attn: Mike Miller

County shall, within 120 days of receiving the summary, remit payment according to the schedule below 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

County's total obligation pursuant to this MOU is one-third of the total undisputed invoiced amounts, for the preparation of the EIR (not including the preparation of the MSR) up to a maximum of \$174,000.

Payment will occur in three installments:

1. \$58,000 for Phase I upon approval of this MOU
2. \$58,000 for Phase II upon completion of final public scoping meeting
3. \$58,000 for Phase III upon completion of an Administrative Draft EIR

5. **Amendments**

This MOU may only be amended 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 the EIR. Prior to executing any supplemental agreement or other agreement that will increase the costs associated with the preparation of the EIR, 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 the City of Sacramento:

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

Notices to Sacramento County:

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

8. **Effective Date of this MOU**

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

9. **Entire Agreement**

This MOU and any attachments hereto, constitute the entire understanding between County and City concerning the subject matter contained herein.

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: *Krista Whitman*  
County Counsel

By: *Andrew D. Gilbert*  
City Attorney

ATTEST

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

**Attachments**

- A. RBF Consulting EIR Scope of Work
- B. Natomas Joint Vision Coordination Flow Chart