

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SACRAMENTO AND THE COUNTY OF SACRAMENTO
REGARDING THE PAYMENT OF CONSULTANT COSTS FOR
THE NATOMAS JOINT VISION OPEN SPACE PROGRAM**

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 a Memorandum of Understanding, hereinafter referred to as Joint Vision MOU, on December 10, 2002, agreeing to principles of urbanization, open space preservation and revenue sharing for unincorporated Natomas; and

Whereas, City and County are jointly preparing an Open Space Program necessary for the implementation of the Joint Vision MOU, and County has previously paid to City the amount of \$25,000 toward the cost of preparation of the Open Space Program; and

Whereas, City has entered into a professional services agreement with the Dangermond Group in the amount of \$214,915 for the preparation of the Natomas Joint Vision Open Space Program (Dangermond OSP Agreement); and,

Whereas, County and City entered into a Memorandum of Understanding, hereinafter referred to as MOU, on September 23, 2004, and July 1, 2005, respectively, agreeing to share cost of consultant services for the preparation of the Open Space Program and desire to establish a procedure for the City to be reimbursed by the County for up to \$25,000; and,

Whereas, City and County desire to formally amend said MOU to increase the County's financial contribution to the Dangermond OSP Agreement, to establish a procedure for the City to be reimbursed by the County for County's share of the Dangermond OSP Agreement, to clarify their respective staff support and responsibilities, and add definitions of "open space".

AGREEMENT

Now, therefore, City and County agree as follows:

1. **Cost of the Dangermond OSP Agreement**

City acknowledges that it has previously received from County the amount of \$25,000 to be applied toward preparation of the Open Space Program. County shall pay an additional amount up to \$82,500 of the cost of the Dangermond OSP Agreement, plus \$13,000 for project management costs. The City shall pay the remainder of the cost of the Dangermond OSP Agreement. Therefore, County's total contribution to the cost of preparation of the Open Space Program shall be the amount of \$25,000 previously paid to City, plus one-half of the total undisputed invoiced amounts under the Dangermond OSP Agreement up to a maximum of \$82,500, plus \$13,000 for project liaison costs for a total of \$120,500.

2. **Staff Support and Responsibilities**

City and County staff shall provide support for the preparation of the Open Space Program as described in the Dangermond OSP Agreement Scope of Work (Attachment B). 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 and will include 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 consultants preparing City's Municipal Services Review and Environmental Impact Report, as illustrated in the Natomas Joint Vision Coordination flow chart (Attachment C). A copy of the Dangermond OSP Agreement Scope of Work and the NJV Coordination flow chart are attached to this MOU for reference purposes only.

County shall provide data on current and historical assessed land values by assessor's parcel number, entitlements, and updated airport noise contours. GIS data will include necessary supporting data such as metadata and field names.

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

3. **Definitions**

For the purposes of this MOU the term "open space" will reflect the definition used in County's updated General Plan, a copy of which is

attached for reference purposes only (Attachment A). "Open space" for the Greenbriar project will be determined separately as part of the Greenbriar application.

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

Upon receiving periodic invoices from the Dangermond Group for preparation of the Open Space Program, City shall remit payment to the Dangermond Group for the entire invoiced amount.

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

City shall prepare a summary of any invoices from the Dangermond OSP Agreement for the preparation of the Open Space Program and submit them to County at the address listed below:

County of Sacramento
Planning Department
827 7th 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

Payment will occur in three installments:

1. \$40,500 for Phase I and project liaison costs upon approval of this MOU
2. \$27,500 for Phase II upon completion of final stakeholder information gathering meeting
3. \$27,500 for Phase III upon completion of the second public workshop

6. **Amendments**

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

7. **Additional Work or Changes in Work**

This MOU shall apply to all additional work or changes in work that are necessary to complete the Open Space Program. Prior to executing any

supplemental agreement or other agreement that will increase the costs associated with the preparation of the Open Space Program, City and County shall confer regarding the necessity of the proposed supplemental agreement or other agreement. Any additional work or changes would require an amendment to this MOU.

8. **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, 3rd Floor
Sacramento, CA 95814

Notices to County:

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

9. **Effective Date**

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

10. **Reaffirmation**

In all other respects, the above referenced MOU, as amended, remains in full force and effect.

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: *Kate White*
County Counsel

By: *Stephen D. Gilbert*
City Attorney

ATTEST

By: _____
City Clerk

Attachments

- A. County Updated General Plan Open Space Definition
- B. Open Space Program Consultant Scope of Work
- C. Natomas Joint Vision Coordination Flow Chart