

**AGREEMENT FOR
COST-SHARING OF
FLORIN ROAD COMMERCIAL CORRIDOR STUDY**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2007, 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 municipal corporation, hereinafter referred to as "CITY."

RECITALS

WHEREAS, COUNTY intends to engage a consultant to conduct a study of the commercial corridor along Florin Road and desires to include certain commercial parcels located within the limits of CITY as part of the study. The study focuses on planning for coordinated urban design, circulation and land use changes that will improve the community's quality of life, balance land uses, explore housing opportunities and stimulate commercial, residential and mixed use infill development.

WHEREAS, CITY also desires to have included in COUNTY'S study of the Florin Road commercial corridor certain parcels located in the CITY and to contribute to COUNTY a proportionate share of the cost of the study; and

WHEREAS, CITY and COUNTY enter into this Agreement on the terms and conditions set forth herein to accomplish this purpose.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, CITY and COUNTY agree as follows:

1. TERM

This Agreement shall be effective and commence as of the date first written above and shall remain in effect until all services contemplated under this Agreement, including the work of the consultant, are completed, which is estimated to be December 31, 2008. COUNTY'S Director has authority to extend this Agreement on behalf of COUNTY. CITY'S Director of Planning has the authority to extend this agreement on behalf of the CITY.

2. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by postage pre-paid, first class mail, addressed as follows:

TO COUNTY:

Tricia Stevens, Principal Planner
Department of Planning & Community
Development
County of Sacramento
827 7th Street, Suite 101
Sacramento, CA 95814

TO CITY:

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

Mailed notice shall be deemed given on the date of mailing in conformance with this section.

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

3. SCOPE OF SERVICES AND RESPONSIBILITIES UNDER CONSULTANT SERVICES CONTRACT

- A. CITY and COUNTY shall mutually develop and approve the scope of services for the proposed study of the Florin Road Commercial Corridor (hereinafter "Study").
- B. COUNTY shall include in the Study those commercial parcels located within the limits of CITY which have a property line on Florin Road, parcels included within the Florin Road Partnership Boundary and some adjacent vacant parcels which may be suitable for development as shown on the Attachment.
- C. COUNTY shall select and contract with a consultant to conduct the Study. COUNTY, in consultation with the CITY, shall have sole authority and responsibility for directing the work under and administering the consultant contract and shall be fully and solely responsible for payment of all costs to the consultant under the consultant contract. COUNTY shall provide CITY with an electronic and hard copy of the report of the Study results when completed.

4. COST SHARING

- A. CITY shall share COUNTY'S costs of the Study in the sum amount of \$242,835 for the plan. City shall, within 120 days of receiving invoice, remit payment to COUNTY according to the schedule below.

Payment will occur in two installments:

1. \$142,835 upon approval of this Agreement
2. \$100,000.00 on July 1, 2008.

- B. Payment for all cost overruns shall be jointly determined and shall not be approved unless a funding source has been identified and jointly approved by the County and the City. Cost overrun payment if applicable shall be paid at completion of the study.

5. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

6. INDEMNIFICATION

- A. CITY shall defend, indemnify and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of CITY'S officers, directors, agents, employees, or subcontractors.
- B. COUNTY shall defend, indemnify, and hold harmless CITY, its officers, directors, agents, employees, and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of COUNTY'S Board of Supervisors, officers, directors, agents, employees, or volunteers.
- C. It is the intention of CITY and COUNTY that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, COUNTY'S Board of Supervisors, and CITY'S Council. It is also the intention of CITY and COUNTY that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, COUNTY'S Board of Supervisors and CITY'S Council.

7. INSURANCE

Each party, at its sole cost and expense, shall carry insurance –or self-insure - its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30)

days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

8. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

9. SUCCESSORS

This Agreement shall bind the successors of CITY and COUNTY in the same manner as if they were expressly named.

10. TIME

Time is of the essence of this Agreement.

11. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

12. DIRECTOR

As used in this Agreement, "Director" shall mean the County of Sacramento Director of the Planning & Community Development Department, or his/her designee.

13. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

14. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon 30 days written notice to CITY. COUNTY'S Director has authority to terminate this Agreement on behalf of COUNTY.
- B. CITY may terminate this Agreement without cause upon 30 days written notice to COUNTY.
- C. COUNTY may terminate this Agreement immediately upon giving written notice to CITY, 1) if advised that funds are not available from external

sources for the Florin Road Commercial Corridor Study or for any portion thereof; 2) if funds in COUNTY'S yearly proposed and final budget are not appropriated by COUNTY for the Study or any portion thereof; 3) if funds that were previously appropriated for the Study are reduced, eliminated, and/or re-allocated by COUNTY as a result of mid-year budget reductions; or 4) if COUNTY terminates any agreement with consultant(s) conducting the study.

D. Upon termination of this Agreement, COUNTY shall provide an accounting to CITY of CITY'S cost share and shall return any unexpended balance to CITY.

15. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between CITY and COUNTY regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between CITY and COUNTY regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

16. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

COUNTY OF SACRAMENTO, a political subdivision of the State of California

CITY OF SACRAMNETO, a municipal corporation

By: _____
Robert Sherry, Director
Planning & Community Development
Department
Municipal Services Agency

By: _____
Name: Ray Kerridge
Title: City Manager

Date: _____

Date: _____

Signed by the Director under the authority delegated by Resolution Number _____.

Signed by the City Manager under the authority delegated by Resolution Number _____.

Agreement approved by Board of Supervisors:

Agreement approved by Council

Agenda Date: _____

Agenda Date: _____

Item Number: _____

Item Number: _____

Reviewed & Approved by County Counsel

Reviewed & Approved by City Attorney

By: _____
Krista Whitman
Supervising Deputy County Counsel

By: Sabina Gilbert
Sabina Gilbert
Senior Deputy City Attorney

Date: _____

Date: 9-18-2007

Prepared by: _____
Troy Givans, Senior Planner
County of Sacramento, Department of Economic Development
Phone: (916) 874-2413

Attachment 1

Scope of Services

Florin Road Corridor Plan Task Descriptions

The following overview highlights key tasks of the Florin Road Corridor Plan (FRCP) project. Task summaries are listed in the order they appear in the project schedule.

Project Team Meetings

The meetings of the Project Team are scheduled to take place on a regular basis and will be critical to the coordination of all components of the corridor plan. The Project Team includes consultant team members, as well as city and county staff. Each meeting will be coordinated and facilitated by the project manager Seann Rooney.

Assessments and Best Practices Review (BPR)

One of the first tasks on the project schedule will be assessment of existing conditions, as well as research of successful programs and projects from other areas across the region and state. This is a critical step in the planning process and will also include coordination with other corridor planning efforts in the City and County. Each project discipline will follow a format outlined by the project manager and a comprehensive Best Practices Report will be prepared.

Establishment of a Project Working Group

This first step in the outreach process is the creation of a Project Working Group for the purposes of project oversight. The composition of the advisory group (proposed) includes property owners, representatives from the Florin Road Partnership, agency representatives and community leaders. The group will meet a number of times during the course of the project and will serve as the primary advisory group to the Project Team (county, city and consultants).

Project Overviews and Materials Produced

One critical component of the overall planning effort is the production of project materials for outreach purposes and use at the community meetings. Materials will be produced throughout the project, with an emphasis on "visual" formats and presentations.

Project Status Reports

These reports will be produced approximately every two months over the course of the project for the Working Group and the project management team (City/County). These reports will include: outreach updates, planning overviews and other project details.

Website Materials

The Project Team will provide information and project details for the purpose of the posting on the City and County websites. The tentative project schedule includes three

website updates: the initial posting, a mid-project update and the posting of the final work product (materials).

Community Outreach

The community outreach program for the project will be extensive and will include meetings with key project stakeholders (property owners, etc.) and general public workshops. The Project Team will prepare a Summary Report after each workshop. Outreach for specific plan components, such as the Streetscape Master Plan, will include additional outreach activities in the community. For example, the Streetscape Master Plan team will hold a mobile workshop (at a local, to-be-determined, retail establishment) on the Florin Road Corridor.

Components of the Florin Road Corridor Plan

Development and Funding Strategies, Special Planning Area/District Ordinance, Infrastructural Analysis, Streetscape Master Plan Update and Mobility Plan will comprise the Florin Road Corridor. Specifically:

- Development strategies will address economic development and housing needs of the corridor;
- The analysis of infrastructure will identify existing deficiencies in different parts of the corridor and necessary improvements to facilitate development including estimated costs;
- Funding strategies will be tailored to identify feasible methods for financing infrastructure and encouraging economic development;
- The Special Planning Area/District Ordinance will identify zoning changes for specific parcels and text changes necessary to fulfill the plan's strategies;
- The Special Planning Area/District Ordinance will also include a design/form-based component to guide future development;
- The Plan will include design and streetscape measures to address public safety issues; and
- The Mobility Plan will address circulation issues specific to the Florin Road Corridor including multi-modal transportation issues (pedestrians, transit, etc.) to support the needs of residents and businesses in the area.

These strategies will be developed by the consultant team and reviewed by management staff and the project Working Group throughout the planning process (from Administrative Drafts to Final Drafts for City Council and Board of Supervisors approval). This portion of the project also includes the creation of key implementation and funding strategies. Final draft concepts and plans to be produced by the Project Team by approximately the tenth month of the project.

Project "Hiatus"

The Project Team has planned for a six month period at the end of the initial planning process, for city and county review of the FRCP (City Attorney, County Counsel, City/County Economic Development and Planning Departments, and the Department of Environmental Review and Assessment).

Post Environmental Review - Consistency Check

This task will include a Project Team review of all city/county and public comments, and the incorporation of any necessary changes and revisions. The Project Team will also provide a consistency check to ensure that the overall project goals and objectives have been met.

Project Approval

After the planning and project review by the Working Group, community (at the final workshop) and city/county staff, the project will enter the final stages of the process. The Board of Supervisors and Sacramento City Council will receive the report and authorize any action(s) at that time.

Deliverables

The final report will identify key issues, propose strategies, and set out specific recommendations to realize the goals and objectives for the corridor. The report will include maps and graphics to illustrate important concepts/issues and will be user-friendly. The report will be accompanied by a background appendix with detailed supporting information.

Attachment 2

Map of the Florin Road Corridor Plan Study Area

