

CALENDAR ITEM

C45

MINUTE ITEM
This Calendar Item No. C45
was approved as Minute Item
No. 45 by the State Lands
Commission by a vote of 3
to 0 at its 5/26/94
meeting.

05/26/94
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Patterson
Frey

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MEMORANDUM OF AGREEMENT BETWEEN THE
STATE LANDS COMMISSION AND THE CITY OF SACRAMENTO
FOR THE PREPARATION OF AN ENVIRONMENTAL
IMPACT REPORT FOR THE SACRAMENTO RIVER GREENWAY

PARTIES:

State Lands Commission
1807 13th Street
Sacramento, California 95814

City of Sacramento
1231 I Street
Sacramento, California 95814

BACKGROUND:

Monies from a settlement agreement between the SLC and Lighthouse Marina and Riverbend Development in August 1990 were deposited in the Kapiloff Land Bank Fund (Fund). As a result of the issues raised in the Lighthouse settlement, the SLC initiated a regional planning effort for the Sacramento River from the Sutter/Sacramento County boundary to Freeport, including Yolo and Sacramento County and the Cities of West Sacramento and Sacramento. An MOU was entered into by the counties, cities and the SLC to prepare the Sacramento River Greenway Plan (Plan). After a two-year planning effort and a public workshop to review the draft Plan, the parties to the MOU formed the Sacramento River Management Board (Board) to implement the Plan and take actions consistent with the goals and policies of the Plan.

An environmental impact report (EIR) is required under the provisions of the California Environmental Quality Act (CEQA) in order to adopt the Plan as a planning document which is to be incorporated into each participating local jurisdiction's general plans. Therefore, SLC as lead agency, pursuant to CEQA Guidelines § 15050, proposes to enter into an agreement, Exhibit "A", with the City of Sacramento which has the ability, experience and staff resources to prepare the EIR. This agreement further provides that the SLC shall provide monies from the Fund to

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the City toward the preparation of such EIR as described in the Scope of Work in an amount not to exceed \$35,000. The agreement also provides that the SLC shall complete certain specific technical tasks necessary for the EIR as described in the Scope of Work.

Upon completion and certification of the EIR by the SLC, the Sacramento River Greenway Plan could be adopted by members of the Board.

AB 884:

N/A

OTHER PERTINENT INFORMATION:

1. Pursuant to the Commission's delegation of authority and the State CEQA Guidelines (14 Cal. Code Regs. 15061), the staff has determined that this activity is exempt from the requirements of the CEQA because the activity is not a "project" as defined by CEQA and the State CEQA Guidelines.

Authority: P.R.C. 21065 and 14 Cal. Code Regs. 15378.

2. This activity involves lands identified as possessing significant environmental values pursuant to P.R.C. 6370, et seq. but will not affect those significant lands.

EXHIBITS:

- A. Memorandum of Agreement.

IT IS RECOMMENDED THAT THE COMMISSION:

1. FIND THAT THE ACTIVITY IS EXEMPT FROM THE REQUIREMENTS OF THE CEQA PURSUANT TO 14 CAL. CODE REGS. 15061 BECAUSE THE ACTIVITY IS NOT A PROJECT AS DEFINED BY P.R.C. 21065 AND 14 CAL. CODE REGS. 15378.
2. FIND THAT THIS ACTIVITY WILL INVOLVE LANDS IDENTIFIED AS POSSESSING SIGNIFICANT ENVIRONMENTAL VALUES PURSUANT TO P.R.C. 6370, ET SEQ., BUT THAT SUCH ACTIVITY WILL HAVE NO DIRECT OR INDIRECT EFFECT ON SUCH LANDS.

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3. AUTHORIZE THE EXECUTIVE OFFICER TO SIGN THE AGREEMENT BETWEEN THE STATE LANDS COMMISSION AND THE CITY OF SACRAMENTO, IN SUBSTANTIALLY THE FORM AS CONTAINED IN EXHIBIT "A", FOR THE PREPARATION OF AN EIR FOR THE SACRAMENTO RIVER GREENWAY PLAN.

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EXHIBIT "A"

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE LANDS COMMISSION
AND
THE CITY OF SACRAMENTO
FOR THE PREPARATION OF
AN ENVIRONMENTAL IMPACT REPORT
FOR THE
SACRAMENTO RIVER GREENWAY**

This Memorandum of Agreement ("Agreement") is entered into between the City of Sacramento ("City") and the State Lands Commission ("Commission"), or the Parties.

On March 9, 1993, the Commission, the City of Sacramento, the City of West Sacramento, the County of Yolo and the County of Sacramento, entered into a Cooperative Management Agreement (CMA) for the adoption and implementation of the Sacramento River Greenway Plan (Plan).

The adoption of the Plan requires the preparation and certification of an Environmental Impact Report (EIR), including an Mitigation Monitoring Program (MMP), prepared pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et seq.

The CMA created the Greenway Management Board (Board) to be responsible, among other things, for guiding and overseeing the preparation of an EIR for the Plan under CEQA as a part of the Plan adoption of the Plan as a planning document. The CMA also provides that an EIR be prepared for the Draft Greenway Plan, dated December 1992, with the Commission as Lead Agency (CEQA Guidelines, § 15050). Because the City of Sacramento has the ability, experience and staff resources to prepare the EIR as required, the Commission agrees for such preparation as herein provided.

NOW THEREFORE, the Parties agree, pursuant to Title 14, California Administrative Code Section 15084, as follows:

ARTICLE I. OBJECTIVES

The purpose of this Agreement is to set forth the terms and conditions for the preparation of the EIR and the MMP for the Greenway Plan by the City to ensure that an objective information document on the potential impacts and environmental benefits of the proposed Plan is completed.

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ARTICLE II. RESPONSIBILITIES OF THE PARTIES

1. **Staff and Appointments.** The City will utilize City staff and contract for other consultant services, as approved by the Commission, to prepare an administrative draft EIR, a draft EIR for public circulation and comment, and an administrative and final EIR with a Mitigation and Monitoring Program for certification pursuant to the statutes and regulations implementing CEQA.
2. **Commission Staff Services.** The Commission will coordinate with the City to prepare the biological and hydrological components of the EIR with Commission professional staff technical services in an amount not to exceed \$4,000.
3. **Determining Scope Of Services.** The Commission, in consultation with the Board, and a public scoping session, shall determine the scope, content of and the schedule for the EIR and the MMP and act as liaison with the State Clearinghouse.
4. **Role of Commission.** The Commission, in consultation with the Board, shall in regular meetings provide direction to the City on the CEQA process, the preparation of all environmental documents, the responses to any comments received in writing or through public testimony and the preparation of the MMP.
5. **Compensation and Terms.** The Commission will compensate City and shall be liable for a maximum of \$35,000 for the completion of the tasks described in Attachment A - Scope of Work. Within 30 days of the signing of this Agreement such sum shall be deposited in a City Cash Balance Account to be established by the City for the Sacramento River Greenway EIR from which the City shall withdraw such funds as necessary to cover its expenses. An invoice detailing such expenses shall be provided to the Commission's Project Manager at least ten working days prior to the City's transfer of funds out of the Cash Balance Account.

The City may enter into a separate contract(s) with the other parties to the CMA to provide additional funding for seek their share of the cost of the EIR. The City will contribute the balance of the funds required to complete the CEQA document and process in an amount not to exceed up to \$75,000 in costs.

In the event additional funds are needed to complete the EIR, the City shall seek these funds from the Board.

ARTICLE III. SCHEDULE AND PERFORMANCE OF WORK

1. **Work To Be Performed and Schedule.** The Commission and City shall perform the tasks described in Attachment A - Scope of Work. The tasks shall be performed in accordance with Attachment B - Schedule. The Parties agree to make an equitable adjustment in the schedule as necessary.

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2. **Changes in Scope of Work.** The Commission may determine during the CEQA process that the Scope of Work (Attachment A) needs to be modified due to new information of such a nature that an adequate CEQA review is not possible as provided in the Scope of Work. Such changes are subject to the limits of the total fund amounts as provided in the Agreement.
3. **Work Products.** City shall provide to Commission the work products described in Article II, described in Attachment A.
4. **Ownership of Work Products.** The work products described in Attachment A Article II shall become the exclusive property of the Board and may be used in any manner consistent with and in furtherance of the provisions of the CMA. All such documents may be used by Board in execution or implementation of (a) the original work products described in Article II; (b) completion of the work product by others; (c) subsequent additions to or revised editions of the work product; or (d) other Board projects as appropriate.
5. **Authorship.** The Parties City shall be credited as appropriate for any product produced pursuant to this Agreement.
6. **Force majeure.** Neither party shall be considered in default in the performance of its obligations under this Agreement to the extent that the performance of any such obligations is prevented or delayed by any cause which is beyond the reasonable control of the affected party. The affected party shall give prompt written notice to the other party of the nature and extent of any force majeure claimed to delay, hinder or prevent performance of an obligation hereunder.
7. **Arbitration.** Upon agreement of the Parties, any controversy of claim arising out of this Agreement may be submitted to settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction over the controversy thereof. Each Party shall be responsible for its own costs.
8. **Reports.** The City shall provide the Commission monthly verbal status reports and shall provide written or verbal reports to the Board at regular scheduled meetings.

ARTICLE IV. GENERAL TERMS OF THE AGREEMENT

1. **Term.** This Agreement shall be effective as of June 1, 1993 and shall continue in full force and effect through the 31st day of December, 1994, unless extended or terminated earlier by the Parties.

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2. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and such counterparts shall together constitute but one and the same Agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

3. **Parties' Representatives:**

State Lands Commission Project Manager

Elizabeth Patterson
1807 13th Street
Sacramento, CA 95814

City of Sacramento Project Manager

Grace Hovey
Environmental Services Division
Sacramento, California 95814

Either party may change its designated representative or address by written notice to the other party.

4. **Entire Agreement.** This Agreement contains the entire and sole understanding of the Parties hereto with respect to matters covered hereby, or any transactions contemplated herein, and supersedes and cancels any and all oral or written prior agreements, understanding, statements and representations between the Parties with respect thereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in its respective Agency names by its authorized officers.

CITY OF SACRAMENTO

**STATE OF CALIFORNIA
STATE LANDS COMMISSION**

ROBERT C. HIGHT
Executive Officer

DATE: _____

DATE: _____

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