



NOTICE OF REGULAR MEETING MEETING
Sacramento Housing and Redevelopment
Commission

Wednesday, April 20, 2016 – 6:00 pm
801 12th Street
2nd Floor Commission Room
Sacramento CA

ROLL CALL

APPROVAL OF AGENDA

CITIZENS COMMENTS

While the Commission welcomes and encourages participation in the Commission meetings, please limit your comments to three minutes, so that everyone may be heard. If you wish to speak under Citizens Comments or on a posted agenda item, please fill out a speaker card and present it to the Agency Clerk. SHRA provides opportunities for the public to address the Commission at this time in order to listen to opinions regarding non-agendized matters within the subject matter jurisdiction of SHRA. Consistent with the Brown Act, the public comment periods on the agenda are not intended to be “question and answer” periods or conversations with Commission members. Members of the public with questions are encouraged to contact staff before or after the meeting. Commission attendees are requested to silence any electronic devices that they have in their possession during the meeting.

1. **APPROVAL OF MINUTES** - March 16, 2016 meeting

PUBLIC HEARING

2. Approval of 2016 One-Year Action Plan Substantial Amendment and Authorization to Solicit and Award Contract for Rio Linda Superblock Environmental Remediation using United States Environmental Protection Agency Funds and Low-Mod Tax Increment Bond Proceeds
3. Approval And Adoption Of The 2016 One-Year Action Plan Substantial Amendment For The Community Development Block Grant, Home Investment Partnership Program and Emergency Solutions Grant; Amendment Of Various Years' Action Plans; Amendment To The Sacramento Housing And Redevelopment Agency Budget; And Other Related Activities And Findings

BUSINESS ITEMS

4. Approval to Sell Real Property located at 1400 North B Street
5. Authorize The Execution Of A Professional Services Contract With Urban Strategies For The Twin Rivers/River District-Railyards Choice Neighborhoods Initiative

DISCUSSION

6. Discussion Regarding Support For The City And County Allocating Their Biannual Residual Distributions From Redevelopment Property Tax Trust Fund “Boomerang Funds” To Affordable Housing

SPECIAL PRESENTATIONS

7. Rental Assistance Demonstration (RAD) Program Overview

8. Homeless Programs Overview

EXECUTIVE DIRECTOR REPORT

COMMISSION CHAIR REPORT

ITEMS AND QUESTIONS OF COMMISSION MEMBERS

ADJOURNMENT

REPORTS: Copies of documents relating to agenda items are available for review in the Agency Clerk's office located at 801 12th Street, Sacramento CA 95814. Agendas and reports are also posted online at www.shra.org. Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public inspection in the Agency Clerk's office during normal business hours and will also be available at the meeting.

AMERICANS WITH DISABILITIES ACT: Meeting facilities are accessible to persons with disabilities. If you require special assistance to participate in the meeting, notify the Agency Clerk at (916) 440-1363 at least 48 hours prior to the meeting.



INVESTING IN COMMUNITIES

MINUTES

Sacramento Housing and Redevelopment Commission (SHRC)

Meeting

March 16, 2016

Meeting noticed on March 11, 2016

ROLL CALL

The Sacramento Housing and Redevelopment Commission meeting was called to order at 6:00 p.m. by Chair Creswell. A quorum of members was present.

MEMBERS PRESENT: Creswell, Griffin, Morgan, Raab, Simas, Staajabu

MEMBERS ABSENT: Alcalay, Macedo, Johnson, Painter, Staajabu

STAFF PRESENT: La Shelle Dozier, David Levin, Vickie Smith, Jim Shields, Angela Jones, Tashica McIntyre, Christine Weichert, Tina McKenney

APPROVAL OF AGENDA – agenda approved as submitted

CITIZENS COMMENTS –. none

1. **APPROVAL OF MINUTES** - March 16, 2016 meeting - The meeting minutes were approved unanimously as amended.

INFORMATIONAL PRESENTATIONS

2. **SHRA Communications Strategy Presentation**

Scot Crocker and Erin Stafford from Crocker Communications presented the item.

EXECUTIVE DIRECTOR REPORT

The Executive Director reviewed the following:

- 1) The next meeting will be April 20 2016
- 2) Hold the date for the April 13th Del Paso Nuevo grand opening.
- 3) NAHRO will hold training in Sacramento in May. Commissioners are invited to attend. Vickie will provide more information and register anyone interested in attending.

COMMISSION CHAIR REPORT

Chair Griffin indicated that he would be following up with Geoff Ross regarding funds for a library program at an elementary school in the Twin River district.

ITEMS AND QUESTIONS OF COMMISSION MEMBERS

Commissioner Creswell thanked staff for the follow up on the Pension K question.

ADJOURNMENT

As there was no further business to be conducted, Chair Creswell adjourned the meeting at 7:30 p.m.

Clerk



April 15, 2016

Sacramento Housing and
Redevelopment Commission
Sacramento, CA

Honorable Members in Session:

SUBJECT:

2016 One-Year Action Plan Substantial Amendment and Authorization to Solicit and Award Contract for Rio Linda Superblock Environmental Remediation using United States Environmental Protection Agency Funds and Low-Mod Tax Increment Bond Proceeds

SUMMARY

The attached report is submitted to you for review and recommendation prior to consideration by the County of Sacramento.

RECOMMENDATION

Staff recommends approval of the recommendations outlined in this report.

Respectfully submitted,


LA SHELLE DOZIER
Executive Director

Attachment



**REPORT TO CITY COUNCIL AND
HOUSING AUTHORITY
City of Sacramento
915 I Street, Sacramento, CA 95814-2671
www.CityofSacramento.org**

**Consent
April 26, 2016**

**Honorable Mayor and Members of the City Council
Chair and Members of the Housing Authority Board**

Title: Approval of 2016 One-Year Action Plan Substantial Amendment and Authorization to Solicit and Award Contract for Rio Linda Superblock Environmental Remediation using United States Environmental Protection Agency Funds and Low-Mod Tax Increment Bond Proceeds

Location/Council District: Citywide

Recommendation: Adopt: 1) a **Council Resolution**: a) approving the One-Year Action Plan Substantial Amendment to defund completed/cancelled projects and allocate funds to new projects as outlined in Exhibit A and amending the Sacramento Housing and Redevelopment Agency budget; b) authorizing the Sacramento Housing and Redevelopment Agency to submit the 2016 One-Year Action Plan Substantial Amendment to the United States Department of Housing and Urban Development; c) authorizing the Sacramento Housing and Redevelopment Agency to enter into an agreement with municipalities to conduct, bid and award an Affirmatively Furthering Fair Housing Contract; d) approving disposition of 3601 Pansy Avenue to Alchemist CDC; e) authorizing the Sacramento Housing and Redevelopment Agency to enter an agreement with Alchemist CDC; and f) making environmental findings. 2) a **Housing Authority Resolution** authorizing the Housing Authority of the City of Sacramento to amend the budget to accept and expend United States Environmental Protection Agency funds of up to \$600,000 and up to \$400,000 of Low and Moderate Income Housing Tax Increment funds and solicit contractor(s) and enter into contracts for environmental remediation of the Rio Linda Superblock site.

Contact: La Shelle Dozier, Executive Director, 440-1319; Geoffrey M. Ross, Assistant Director, Development & Federal Programs, 440-1357

Presenters: n/a

Department: Sacramento Housing and Redevelopment Agency (SHRA)

Description/Analysis

Issue: Staff is requesting approval of a Substantial Amendment to the 2016 One-Year Action Plan and previous year's One-Year Action Plans as detailed in Exhibit A and requests authorization to submit the amended plan to the United States Department of Housing and Urban Development (HUD). The 2016 One-Year Action Plan was approved by Resolution 2015-0337 on October 27, 2015. The One-Year Action Plan outlines proposed priority activities and projects for the expenditure of Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), Housing Opportunities for Persons with AIDS (HOPWA), Emergency Solutions Grant (ESG) and Neighborhood Stabilization Program (NSP). Activities being defunded are those that have been completed, cancelled or funded through alternative sources. Newly funded activities are scheduled to be implemented and completed within six months to comply with federal regulations governing the timely expenditure of funds in the current year.

In order to develop a coordinated regional approach to addressing fair housing issues, including those that cross jurisdictional boundaries, Staff is requesting approval to enter into an agreement with Citrus Heights, Rancho Cordova and Elk Grove to solicit, bid and award an Affirmatively Furthering Fair Housing (AFFH) contract to a professional consulting firm to develop an Assessment of Fair Housing (AFH) in order to meet the requirements of the new AFFH Final Rule adopted by HUD on July 16, 2015. The new rule requires that HUD grant recipients incorporate the purposes and policies of the updated Fair Housing Act into their planning processes. HUD will provide additional data for communities to analyze which can be used to affirmatively address fair housing activities related to the expenditure of federal community development funds. The AFH, which is due on April 6, 2017, replaces the Analysis of Impediments process previously used to evaluate fair housing activities within a given community.

Staff is requesting approval to dispose of 3601 Pansy Avenue to the Alchemist Community Development Corporation (CDC) for \$1.00 and enter into agreement with Alchemist CDC for development of a community use playground and garden. SHRA purchased the property through the Neighborhood Stabilization Program (NSP)-Vacant Properties Program and has determined that disposition of the property and development of the playground and garden is an eligible use under NSP as it meets the CDBG and NSP national objective of redeveloping vacant and blighted property with a project that benefits the community. The playground and garden will be operated and maintained for public use by Alchemist CDC and its partners. Use of the site must remain CDBG eligible and use restrictions will be placed on the property when it is deeded to the CDC.

In December 2014, SHRA assumed administration of the Emergency Repair Program (ERP) from Rebuilding Together. ERP provides grants for emergency repairs for low-income homeowners. To improve the efficiency of the program, Staff is proposing to solicit bids and contract with a consultant to develop an online portal/database to make it easier for residents to apply for the program online and for staff to track and administer the program.

Finally, staff is seeking authorization to amend the Housing Authority budget to accept and expend United States Environmental Protection Agency (EPA) funds of up to \$600,000, if awarded, and up to \$400,000 of Low and Moderate Income Housing Tax Increment funds to complete remediation of the 3.27 acre Rio Linda Superblock site located at 3601 Rio Linda Boulevard in the former Del Paso Heights Redevelopment Area. Staff is also seeking approval to solicit and award contracts to qualified contractors and consultants to assist with this effort. Environmental remediation for this project was previously approved with Redevelopment Agency Resolutions 2009-056 and 2010-027 and a significant amount of contaminated soil was previously removed and stockpiled on-site. However, further testing determined that the contamination was more extensive than originally anticipated and remediation was halted. Additionally, the ability to use non-housing Tax Increment funds was lost when the Redevelopment Agency was dissolved.

Low and Moderate Income Housing Tax Increment funds are set aside for activities related to the development of housing on former redevelopment properties. Once the site is clean, Staff anticipates that plans can resume for the development of affordable housing on this site by 2017. The project has support from the Del Paso Heights Community Association, Sacramento County Environmental Management Department and the California Department of Toxic Substances Control. A community meeting soliciting comments on the draft cleanup plan was held on December 8, 2015, by the Housing Authority and no comments were received. A map of the subject property is included as Attachment 2.

Policy Considerations: The proposed activities are consistent with the adopted Consolidated Plan and include assisting low- and moderate-income persons and areas with the following: community services, housing, facilities and services for homeless individuals, public improvements and facilities, economic development and planning activities.

The proposed AFFH activities ensure that SHRA and the City meet the legal requirement that federal grantees must further the purposes of the Fair Housing Act.

SHRA has determined that the 3601 Pansy Avenue project is an eligible activity and meets the requirements of CDBG and the NSP goal of revitalizing neighborhoods through strategic redevelopment of vacant properties. Consistent with HUD regulations and SHRA policies, disposition of a NSP property is required to be brought forward as part of a One-Year Action Plan or Mid-Year Action Plan.

Economic Impacts: Not applicable.

Environmental Considerations: With the exception of the 3601 Pansy Avenue project and the Rio Linda Superblock, please refer to Exhibit A for environmental clearance information.

California Environmental Quality Act (CEQA): The disposition of 3601 Pansy Avenue is Categorically Exempt pursuant to CEQA Guidelines Section 15312. Development of the site with a playground, garden and related features is

Categorically Exempt under CEQA pursuant to Guidelines Section 15303(d) and (e) and 15304. The Rio Linda Superblock project is Categorically Exempt under CEQA pursuant to Guidelines Section 15330.

National Environmental Policy Act (NEPA): In March 2009, the SHRA prepared an Environmental Assessment in accordance with the National Environmental Policy Act (NEPA) pursuant to 24 CFR 58.40 for the Neighborhood Stabilization Program. SHRA determined that the project would have no significant impact on the environment and the preparation of an Environmental Impact Statement (EIS) was not required. After review, it has been determined under 24 CFR 58 Part E that the original findings in the Environmental Assessment are still valid as there has been no change in the data or the conditions underlying those findings. In addition, 1) there are no substantial changes in the nature, magnitude or extent of the project, 2) no new activities have been added that were not anticipated in the original scope of the project, and 3) there are no new circumstances or environmental conditions which may affect the project or have a bearing on its impact. As a result, the recommended actions regarding 3601 Pansy Avenue do not require further environmental review.

The Rio Linda Superblock remediation project has been analyzed in accordance with the National Environmental Policy Act (NEPA) and the Analysis of Brownfields Cleanup Alternatives (ABCA) which was subject to public comment. The ABCA is considered functionally equivalent to the NEPA review process. Per 40 CFR 300.430, the ABCA sufficiently serves as the record of decision documenting how the project is protective of human health and the environment and is cost effective. All other applicable laws, standards and permit requirements will be required to be met during the project to ensure full compliance.

Sustainability Considerations: The One-Year Action Plan and Consolidated Plan are consistent with the City's Sustainability Master Plan's Focus Area 5 – Public Health and Nutrition by improving residents' health, and providing a five-year planning document to improve health, nutrition, social and economic sustainability.

Commission Action: It is anticipated that, at its meeting of April 20, 2016, the Sacramento Housing and Redevelopment Commission will approve the staff recommendation for this item. Staff will notify the Council in the event this does not occur.

Rationale for Recommendation: As a condition of the receipt of various federal grants provided through HUD, the regulations require the annual submittal of a One-Year Action Plan describing proposed activities and expenditures for the upcoming year using the goals and priorities in the Consolidated Plan. In general, the purpose of the activities is to revitalize lower-income neighborhoods and to assist disadvantage populations by providing adequate public facilities and services, generate affordable housing opportunities and stimulate economic development. Newly funded activities

are scheduled to be implemented and completed within six months to comply with federal regulations governing the timely expenditure of funds in the current year.

HUD adopted the Affirmatively Furthering Fair Housing (AFFH) Final Rule on July 16, 2015 which requires that HUD grant recipients incorporate the purposes and policies of the Fair Housing Act into their planning processes and replaces the Analysis of Impediments with the new Assessment of Fair Housing (AFH) which is due April 6, 2017.

The 3601 Pansy Avenue project is an eligible activity and meets the requirements of CDBG and the NSP goal of revitalizing neighborhoods through strategic redevelopment of vacant properties

The Rio Linda Superblock is currently a blighted and vacant site targeted for the development of affordable single family homes. The cost of remediation and elimination of redevelopment stalled the project and approval of the proposed activities will ensure the site is remediated for unrestricted use.

Financial Considerations: This report recommends amending the 2016 One-Year Action Plan and SHRA budget to reduce funding to existing CDBG activities and Unallocated Capital Reserve and allocate funds in the amount of \$1,403,377 to new and existing activities as detailed in Exhibit A. This report also recommends the expenditure of up to \$400,000 Low and Moderate Income Housing Tax Increment funds which serves as match and leverage for the EPA grant.

M/WBE/Local Business Enterprise (LBE), Section 3 and First Source

Considerations: The One-Year Action Plan Substantial Amendment recommended in this report is administrative. Therefore; there are no M/WBE or Section 3 requirements. The First Source Program is not applicable to this report. City LBE will be applied to applicable activities to the extent required by City policies.

Respectfully Submitted by:

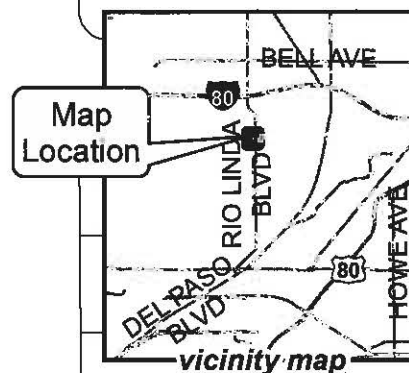
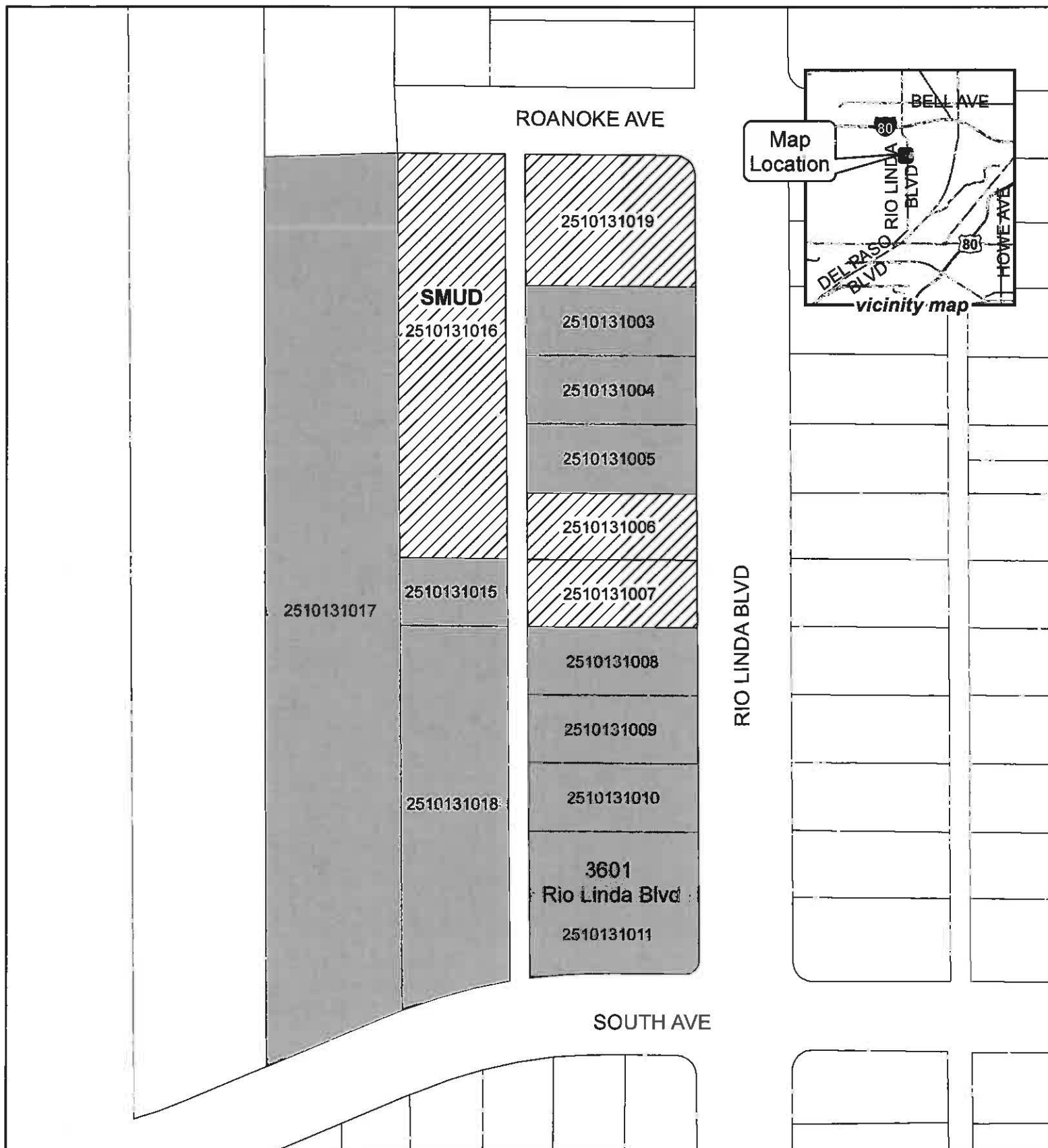

LA SHELLE DOZIER
Executive Director

Table of Contents

01	Description/Analysis
02	Rio Linda Superblock Map
03	City Resolution
04	Exhibit A – Proposed Reprogramming for 2016 One-Year Action Plan Substantial Amendment
05	Housing Authority Resolution



Rio Linda Superblock Boulevard Brownfield Project



Privately Owned Parcel



Agency Owned Parcel

0

Feet

100

200

SHRA GIS
March 15, 2016

RESOLUTION NO. ____

Adopted by the Sacramento City Council

on date of

**ADOPTING AMENDMENTS TO PRIOR YEARS' ACTION PLANS AND
AUTHORIZATION TO SUBMIT THE SUBSTANTIAL AMENDMENT TO THE UNITED
STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT;
AUTHORIZATION FOR THE SACRAMENTO HOUSING AND REDEVELOPMENT
AGENCY TO ENTER INTO AN AGREEMENT WITH MUNICIPALITIES TO CONDUCT
AND BID AND AWARD AN AFFIRMATIVELY FURTHERING FAIR HOUSING
CONTRACT; APPROVAL OF THE DISPOSITION OF 3601 PANSY AVENUE TO
ALCHEMIST CDC; AUTHORIZATION TO ENTER AN AGREEMENT WITH
ALCHEMIST CDC; EXECUTE RELATED DOCUMENTS AND AMEND ITS BUDGET;
AND OTHER ENVIRONMENTAL RELATED FINDINGS**

BACKGROUND

- A. The U.S. Department of Housing and Urban Development (HUD) requires the adoption of a Five-Year Consolidated Plan and an annual Action Plan, consistent with the Consolidated Plan, to identify the programs and projects for the expenditure of federal Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), Housing Opportunities for Persons with AIDS (HOPWA), Emergency Solutions Grant (ESG) and Neighborhood Stabilization Program (NSP) funds.
- B. Since 1982 the Sacramento Housing and Redevelopment Agency (SHRA), on behalf of City, has served as the public entity designated to efficiently administer the CDBG program and was subsequently designated as the public entity to administer HOME, ESG, HOPWA and NSP funding originating from HUD.
- C. On January 8, 2013 the 2013-2017 Five-Year Consolidated Plan was adopted by Resolutions 2013-0001 and 2013-0010.
- D. HUD adopted the Affirmatively Furthering Fair Housing (AFFH) Final Rule on July 16, 2015 which requires HUD grant recipients to incorporate the purposes and policies of the Fair Housing Act into their planning processes and replaces the Analysis of Impediments with the new Assessment of Fair Housing (AFH) which is due April 6, 2017.
- E. Citrus Heights, Rancho Cordova and Elk Grove have elected to enter into an agreement with SHRA to issue and award a contract to meet the requirements of AFFH.
- F. In 2008, the Neighborhood Stabilization Program 1 (NSP1) was approved by City Council by Resolution 2008-691.

- G. SHRA purchased 3601 Pansy Avenue through the NSP1 Vacant Properties Program and has determined that disposition is an eligible use as it meets a CDBG national objective.
- H. Alchemist Community Development Corporation (CDC) desires to receive the property to develop a community use playground and garden.
- I. The actions contained in this report meet the Neighborhood Stabilization Program (NSP) goal of revitalizing neighborhoods through strategic redevelopment of vacant properties.
- J. Community development grants from HUD administered directly by the recipient are required to secure environmental clearance. SHRA is designated as the agent for the City and County of Sacramento and is the general unit of local government for the purpose of environmental clearance on the City and County's behalf and on behalf of non-profit organizations which are sub-grantees.
- K. A noticed public hearing soliciting comments on the 2016 One-Year Action Plan Amendment was held by the Sacramento Housing and Redevelopment Commission on April 20, 2016.
- L. The disposition of 3601 Pansy Avenue is Categorically Exempt pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15312. Development of the site with a playground, garden and related features is Categorically Exempt under CEQA pursuant to Guidelines Section 15303(d) and (e) and 15304.
- M. In March 2009, the Agency prepared an Environmental Assessment in accordance with the National Environmental Policy Act pursuant to 24 CFR 58.40 for the Neighborhood Stabilization Program. The Agency determined that the project will have no significant impact on the environment and preparation of an Environmental Impact Statement is not required. After review, it has been determined under 24 CFR 58 Part E that that the original environmental findings in the Environmental Assessment are still valid and that there has been no change in the data or the conditions underlying those findings, as there are no substantial changes in the nature, magnitude or extent of the project and no new activities that were not anticipated in the original scope of the project have been added to the project and furthermore, there are no new circumstances and environmental conditions which may affect the project or have a bearing on its impact. Therefore, recommended actions do not require further environmental review.

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

- Section 1. All evidence presented having been duly considered, the findings, including environmental findings regarding these actions, as stated in the background above and Exhibit A, are found to be true and correct and are hereby adopted.
- Section 2. The One-Year Action Plan Substantial Amendment, to defund the activities and add the programs and projects set out in Exhibit A, is adopted.
- Section 3. SHRA is authorized to subject the One-Year Plan Substantial amendment to HUD and to amend its budget to allocate funding in accordance with the amendment of the prior years' Action Plans as set out in Exhibit A.
- Section 4. SHRA is authorized to re-characterize the Action Plan description from the Analysis of Impediments to Fair Housing Choice to HUD's newly adopted Affirmatively Further Fair Housing (AFFH) Rule as described in the accompanying staff report.
- Section 5. SHRA is authorized to enter into an agreement with municipalities to bid and award an AFFH Contract.
- Section 6. SHRA is authorized to execute any and all related agreements and documents as necessary to meet the requirements of AFFH.
- Section 7. SHRA is authorized to execute a Transfer Agreement and a Regulatory Agreement for the transfer of property located at 3601 Pansy Avenue (013 0352 007) with Alchemist CDC for \$1.00 to be used for a playground and a garden.
- Section 8. SHRA is authorized to execute a Memorandum of Understanding specifying the scope of work and schedule of performances related to the improvement of 3601 Pansy Avenue (013 0352 007) with Alchemist CDC.
- Section 9. SHRA is authorized and delegated authority to act as agent on behalf of the City of Sacramento to submit the amendment of prior years' Action Plan(s) and the 2016 One-Year Action Plan to HUD; execute the subsequent grant agreements with HUD; and to execute agreements and contracts with the appropriate entities to carry out the CDBG, HOME, HOPWA, ESG and NSP programs and projects in accordance with the Action Plans. All such agreements shall be in compliance with applicable federal laws and regulations.
- Section 10. SHRA is authorized to make any budget adjustments and execute related documents, and agreements as necessary to carry out the federal programs as described in the 2016 Action Plan Amendment in compliance with applicable federal laws and regulations.

City of Sacramento
Amendment to 2016 Action Plan and Previous Year's Action Plans

This report formally amends the 2016 Action Plan and previous year's action plans by augmenting existing and new projects within CDBG. Activities being defunded are those that have been completed, cancelled or funded through alternative sources. Newly funded activities are scheduled to be implemented and completed within six months to comply with federal regulations governing the timely expenditure of funds.

Beginning CDBG Capital Reserve	\$1,094,101
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Defunded Activities for Previous Year's Action Plans		
Recommendation	Amount	Fund
Fourth Street Pedestrian Access Project Planning (2016): Project scope reduced and funding reduced from \$300,000 to \$150,000. Reduced funds to be reprogrammed to Capital Reserve.	\$150,000	CDBG
Veteran's/Affordable Housing Rehabilitation Program (2015): Project unidentified. Reduced funds to be reprogrammed to Capital Reserve.	\$250,000	CDBG
Total	\$400,000	

Amended CDBG Capital Reserve	\$1,494,101
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2016 One-Year Action Plan Amendment		
Defund Capital Reserve to fund activities listed below		
Recommendation		
Mack Road and Valley Hi Drive Traffic Signal Upgrade: Upgrades and safety improvements to intersection to address high collision incidents at this intersection. <i>Environmental review is complete. NEPA: Cat Ex per 24 CFR 58.35(a)(1). CEQA: Exempt per Guidelines Section 15301(c).</i>	\$400,000	CDBG
El Camino and Clay Traffic Signal/Crosswalks: Construct a new traffic signal, crosswalks and signage to improve safety for pedestrians, bicyclists and vehicles. <i>Environmental review is underway.</i>	\$300,000	CDBG
Hite Park (5375 Valley Hi Drive): Replace burned playground. <i>Environmental review is complete. Environmental review is complete. NEPA: Cat Ex per 24 CFR 58.35(a)(1). CEQA: Exempt per Guidelines Section 15302.</i>	\$300,000	CDBG
4th Avenue Park (4040 4th Avenue): Renovate playground. <i>Environmental review is complete. NEPA: Cat Ex per 24 CFR 58.35(a)(1). CEQA: Exempt per Guidelines Section 15302.</i>	\$200,000	CDBG
Fair Housing: Provides additional funds to further fair housing, including outreach, referral and other eligible activities to affirmatively further fair housing. <i>Environmental review is complete. NEPA: Exempt per 24 CFR 58.34(a)(3). CEQA: Not a project subject to review.</i>	\$105,000	CDBG
Meals on Wheels: To address cost of increase in meals and to bring contributions in line with surrounding jurisdictions. <i>NEPA: Cat Ex per 24 CFR 58.35(b)(2). CEQA: Not a project subject to review.</i>	\$56,377	CDBG
3601 Pansy Avenue: Up to \$32,000 to develop community space, play area and gardens for community.	\$32,000	CDBG

Emergency Repair Program Online Portal: Hire consultant/company to help SHRA develop an online portal for the Emergency Repair Program. <i>NEPA: Exempt per 24 CFR 58.34(a)(3). CEQA: Not a project subject to review.</i>	\$10,000	CDBG
Total	\$1,403,377	

Remaining Capital Reserve	\$90,724
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Update of Previously Approved Project Descriptions		
Recommendation	Amount	Fund
Analysis of Impediments (2015): Amended to incorporate Affirmatively Furthering Fair Housing (AFFH). HUD released the AFFH Final Rule on July 16, 2015 which requires HUD grant recipients to incorporate the purposes and policies of the Fair Housing Act into their planning processes and replaces the Analysis of Impediments with the new Assessment of Fair Housing (AFH).		

RESOLUTION NO. 2016 –

Adopted by the Housing Authority of the City of Sacramento

on date of

RIO LINDA SUPERBLOCK: AUTHORIZING THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO TO AMEND THE BUDGET TO ACCEPT AND EXPEND UNITED STATES ENVIRONMENTAL PROTECTION AGENCY FUNDS SOLICIT AND AWARD CONTRACTS FOR REMEDIATION OF THE RIO LINDA SUPERBLOCK

BACKGROUND

- A. The Housing Authority of the City of Sacramento (Housing Authority) has applied for three United States Environmental Protection Agency cleanup grants totaling \$600,000 to complete remediation of the 3.27 acre Rio Linda Superblock site located at 3601 Rio Linda Boulevard in the former Del Paso Heights Redevelopment Area.
- B. The Housing Authority serving as the Housing Successor to the Redevelopment Agency of the City of Sacramento has Low and Moderate Income Housing Tax Increment funds set aside for activities related to the development of housing on former redevelopment properties.
- C. Low and Moderate Income Housing Tax Increment Funds in the amount of \$400,000 will serve as the required match and leverage for the grants eliminating a blighting condition and making the property suitable for affordable housing development.
- D. The project has support from the Del Paso Heights Community Association, Sacramento County Environmental Management Department and the California Department of Toxic Substances Control.
- E. The Rio Linda Superblock is currently a blighted and vacant site targeted for the development of affordable single family homes. The cost of remediation and elimination of redevelopment stalled the project and approval of the proposed activities will ensure the site is remediated for unrestricted use.
- F. Environmental remediation for this project was previously approved with Redevelopment Agency Resolutions 2009-056 and 2010-027 and a significant amount of contaminated soil was removed and stockpiled on-site. However, further testing determined that contamination was more extensive than originally anticipated and remediation was halted. Additionally, the ability to use non-housing Tax Increment funds was lost when the Redevelopment Agency was dissolved.
- G. In 2011, the California Legislature enacted AB 1X 26, which law, coupled with a subsequent decision of the State Supreme Court, resulted in the dissolution of

redevelopment agencies as of February 1, 2012, and the transfer of all assets, properties, contracts and leases of the former redevelopment agencies to successor agencies, and requiring successor agencies to carry out the winding down of the redevelopment agencies.

- H. The City of Sacramento previously established the RDA, a body corporate and politic in order to carry out plans for the improvement, rehabilitation, and redevelopment of blighted areas within the City.
- I. On January 31, 2012, the City designated the Housing Authority as the local authority to retain the housing assets and functions previously performed by the RDA.
- J. On January 31, 2012, the Housing Authority affirmatively elected pursuant to Health and Safety Code Section 34176 to serve as the "Successor Housing Agency" to the former RDA and authorizes the Executive Director to take actions necessary to comply with the designation in a manner that is consistent with federal and state law.
- K. On April 1, 2013, the California Department of Finance issued its final determination related to the Housing Asset Transfer assets. This final determination included these existing tax increment funds.
- L. The proposed action has been analyzed in accordance with the California Environmental Quality Act (CEQA) and is Categorically Exempt pursuant to Guidelines Section 15330 which exempts actions costing \$1 million or less to eliminate the release or threat of release of hazardous waste or hazardous substances.
- M. The project has been analyzed in accordance with the National Environmental Policy Act (NEPA) as the Analysis of Brownfields Cleanup Alternatives (ABCA) which was subject to public comment is considered functionally equivalent to the NEPA review process. Per 40 CFR 300.430 the ABCA sufficiently serves as the record of decision documenting how the project is protective of human health and the environment and is cost effective. All other applicable laws, standards and permit requirements will be required to be met during the project to ensure full compliance.
- N. A duly noticed public hearing soliciting comments on the draft cleanup plan was held on December 8, 2015 by the Housing Authority. No comments were received.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO, RESOLVES AS FOLLOWS:

- Section 1. The facts as presented and stated in the background above, including the environmental facts are found to be true and correct and are hereby adopted.

- Section 2. The Executive Director, or designee, is authorized to amend the SHRA budget to accept and expend grant funds of up to \$600,000 from and enter into agreements with the United States Environmental Protection Agency in order to carry out the proposed activities.
- Section 3. The Executive Director, or designee, is authorized to expend up to \$400,000 of Low and Moderate Income Housing Tax Increment funds in order to carry out the proposed activities.
- Section 4. The Executive Director, or designee, is authorized to solicit and award contracts to qualified contractors and consultants in order to carry out the proposed activities.

RESOLUTION NO. SHRC-_____

ADOPTED BY THE SACRAMENTO HOUSING AND REDEVELOPMENT COMMISSION UNDER THE AUTHORITY DELEGATED TO THE COMMISSION PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE, SECTION 33202 BY RESOLUTION NO. RA 81-083 ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO ON OCTOBER 20, 1981, AND BY RESOLUTION NO. RA-83 ADOPTED BY THE REDEVELOPMENT AGENCY OF THE COUNTY OF SACRAMENTO ON OCTOBER 27, 1981, AND PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34292 BY RESOLUTION NO. HA 81-098 ADOPTED BY THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO ON OCTOBER 20, 1981, AND BY RESOLUTION NO. HA-1497 ADOPTED BY THE HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO ON OCTOBER 27, 1981.

ON DATE OF

April 20, 2016

ADOPTING AMENDMENTS TO PRIOR YEAR'S ACTION PLANS AND AUTHORIZATION TO SUBMIT THE SUBSTANTIAL AMENDMENT TO THE 2016 ONE-YEAR ACTION PLAN AND PREVIOUS YEARS' ONE-YEAR ACTION PLANS; AUTHORIZATION FOR THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY TO ENTER INTO AN AGREEMENT WITH MUNICIPALITIES TO CONDUCT AND BID AND AWARD AN AFFIRMATIVELY FURTHERING FAIR HOUSING CONTRACT; AUTHORIZATION FOR THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY TO APPLY AND ADMINISTER THE STATE OF CALIFORNIA'S EMERGENCY SOLUTIONS GRANT PROGRAM WITHIN THE STATE'S CONTINUUM OF CARE ALLOCATION SERVICE AREAS; APPROVAL OF THE DISPOSITION OF 3601 PANSY AVENUE TO ALCHEMIST CDC; AUTHORIZATION TO ENTER AN AGREEMENT WITH ALCHEMIST CDC; AUTHORIZATION FOR THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY TO AMEND THE BUDGET TO ACCEPT AND EXPEND UNITED STATES ENVIRONMENTAL PROTECTION AGENCY FUNDS OF UP TO \$600,000 AND UP TO \$400,000 OF LOW AND MODERATE INCOME HOUSING TAX INCREMENT FUNDS AND THE SOLICITATION OF CONTRACTORS AND ENTERING INTO CONTRACTS FOR REMEDIATION OF THE RIO LINDA SUPERBLOCK; EXECUTE DOCUMENTS FOR THE ADMINISTRATION OF FEDERAL PROGRAMS AND OTHER ENVIRONMENTAL RELATED FINDINGS

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires adoption of a Five-Year Consolidated Plan to identify the programs and projects for the expenditure of federal Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), Housing Opportunities for Persons with AIDS (HOPWA), Emergency Solutions Grant (ESG) and Neighborhood Stabilization Program funds.

WHEREAS, since 1982 (by Resolutions HA-2342, 82-424, 82-425, 82-650, 82-651, 82-652, RA-94, RA-107, HA-1526, HA-82-006, HA 2013-0001, 2013-0010, 2013-0018, HA-2342), the Sacramento Housing and Redevelopment Agency (SHRA) and its constituent entities has served as the public entity designated to efficiently administer the CDBG program and was subsequently designated as the public entity to administer HOME, HOPWA, ESG and NSP funding originating from HUD on behalf of the City and County of Sacramento.

WHEREAS, on January 8, 2013, the 2013-2017 Consolidated Plan was adopted by Resolution SHRC-13-1.

WHEREAS, on October 17, 2015, the 2016 One-Year Action Plan was adopted by Resolution SHRC-15-15.

WHEREAS, SHRA serves as a joint staffing agency for administration of Consolidated Plan programs in both the City of Sacramento and the County of Sacramento.

WHEREAS, HUD adopted the Affirmatively Furthering Fair Housing (AFFH) Final Rule on July 16, 2015 which requires HUD grant recipients to incorporate the purposes and policies of the Fair Housing Act into their planning processes and replaces the Analysis of Impediments with the new Assessment of Fair Housing (AFH) which is due April 6, 2017.

WHEREAS, Citrus Heights, Rancho Cordova and Elk Grove have elected to enter into an agreement with SHRA to issue and award a contract to meet the requirements of AFFH.

WHEREAS, the State of California Department of Housing and Community Development (HCD) administers the Emergency Solutions Grants (ESG) program for non-entitlement jurisdictions with funding received from HUD.

WHEREAS, the State of California Emergency Solutions Grant (State ESG) Program has released a Continuum of Care Allocation Solicitation of Interest for Administrative Entity (AE).

WHEREAS, in 2008, the Neighborhood Stabilization Program 1 (NSP1) was approved by City Council by Resolution 2008-691.

WHEREAS, SHRA purchased 3601 Pansy Avenue through the NSP1 Vacant Properties Program and has determined that disposition is an eligible use as it meets a CDBG LMMA national objective and it meets the NSP goal of revitalizing neighborhoods through strategic redevelopment of vacant properties.

WHEREAS, the actions contained in this report meet the Neighborhood Stabilization Program (NSP) goal of revitalizing neighborhoods through strategic redevelopment of vacant properties.

WHEREAS, Alchemist Community Development Corporation (CDC) desires to receive the property to develop a community use playground and garden.

WHEREAS, the Rio Linda Superblock is currently a blighted and vacant site targeted for the development of affordable single family homes. The cost of remediation and elimination of redevelopment stalled the project and approval of the proposed activities will ensure the site is remediated for unrestricted use.

WHEREAS, a duly noticed public hearing soliciting comments on the draft cleanup plan was held on December 8, 2015 by the Housing Authority and no comments were received.

WHEREAS, the disposition of 3601 Pansy Avenue is Categorical Exempt pursuant to CEQA Guidelines Section 15312. Development of the site with a playground, garden and related features is Categorical Exempt under CEQA pursuant to Guidelines Section 15303(d) and (e) and 15304.

WHEREAS, in March 2009, the Agency prepared an Environmental Assessment in accordance with the National Environmental Policy Act (NEPA) pursuant to 24 CFR 58.40 for the Neighborhood Stabilization Program. The Agency determined that the project will have no significant impact on the environment and preparation of an Environmental Impact Statement (EIS) is not required. After review, it has been determined under 24 CFR 58 Part E that the original environmental findings in the Environmental Assessment are still valid and that there has been no change in the data or the conditions underlying those findings, as there are no substantial changes in the nature, magnitude or extent of the project and no new activities that were not anticipated in the original scope of the project have been added to the project and furthermore, there are no new circumstances and environmental conditions which may affect the project or have a bearing on its impact. Therefore, recommended actions do not require further environmental review.

WHEREAS, the proposed action has been analyzed in accordance with the California Environmental Quality Act (CEQA) and is Categorical Exempt pursuant to Guidelines Section 15330 which exempts actions costing \$1 million or less to eliminate the release or threat of release of hazardous waste or hazardous substances.

WHEREAS, the project has been analyzed in accordance with the National Environmental Policy Act (NEPA) as the Analysis of Brownfields Cleanup Alternatives (ABCA) which was subject to public comment is considered functionally equivalent to the NEPA review process. Per 40 CFR 300.430 the ABCA sufficiently serves as the record of decision documenting how the project is protective of human health and the environment and is cost effective. All other applicable laws, standards and permit requirements will be required to be met during the project to ensure full compliance.

WHEREAS, community development grants from HUD administered directly by the recipient are required to secure environmental clearance. SHRA is designated as the agent for the City and County of Sacramento and is the general unit of local government for the purpose of environmental clearance on the City and County's behalf and on behalf of non-profit organizations which are sub-grantees; and

WHEREAS, a duly noticed public hearing soliciting comments on the 2016 One-Year Action Plan Substantial Amendment will be held on April 20, 2016 by the Sacramento Housing and Redevelopment Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE SACRAMENTO HOUSING AND REDEVELOPMENT COMMISSION:

Section 1. All evidence presented having been duly considered, including the environmental findings as stated above and in Exhibit A and Attachment 1, regarding these actions, are found to be true and correct and are hereby adopted.

Section 2. Subject to approval of the 2016 One-Year Action Plan amendment by the Sacramento City Council and the Sacramento County Board of Supervisors, the Executive Director, or designee is, authorized to:

- Amend the SHRA budget and previous year's Action Plans to defund the activities and add the programs and projects set out in Exhibit A and Attachment 1.
- Apply annually, accept, execute State agreements, and amend its budget to administer the State ESG Program within designated Continuum of Care Allocation Service Areas as determined by the State of California.
- Follow SHRA's adopted Procurement Policy and Procedure to solicit bid, award and execute agreements as approved to form by Agency Counsel for a provider(s) to implement the State ESG Program within designated Continuum of Care Allocation Service Areas.
- Undertake all appropriate, eligible activities and take appropriate actions necessary to implement the State ESG program, including grant/fiscal management and reporting.
- Execute an agreement with municipalities to bid and award an AFFH Contract.
- Bid, award and execute any and all related agreements and documents as necessary to meet the requirements of AFFH.
- Execute a Transfer Agreement and a Regulatory Agreement for the transfer of property located at 3601 Pansy Avenue (013 0352 007) with Alchemist CDC for \$1.00.
- Enter into a Memorandum or Understanding (MOU) specifying the scope of work and schedule of performances related to the improvement of 3601 Pansy Avenue (013 0352 007) with Alchemist CDC.
- Amend the budget to accept and expend U.S. Environmental Protection Agency (EPA) funds of up to \$600,000, expend low and moderate income housing tax increment funds of up to \$400,000 and solicit contractors and enter into contracts for remediation of the Rio Linda Superblock located at 3601 Rio Linda Boulevard.
- Make any budget adjustments and execute any and all related documents, including reporting, invoicing, contracts and amendments as necessary to carry out activities described in this staff report in compliance with adopted policies, guidelines, regulations and federal law as approved to form by Agency Counsel.

- Submit the 2016 One-Year Action Plan Substantial Amendment and previous Years' Substantial Amendments to HUD.

CHAIR

ATTEST:

CLERK



April 15, 2016

Sacramento Housing and
Redevelopment Commission
Sacramento, CA

Honorable Members in Session:

SUBJECT:

2016 One-Year Action Plan Substantial Amendment

SUMMARY

The attached report is submitted to you for review and recommendation prior to consideration by the County of Sacramento.

RECOMMENDATION

Staff recommends approval of the recommendations outlined in this report.

Respectfully submitted,


LA SHELLE DOZIER
Executive Director

Attachment

**COUNTY OF SACRAMENTO
CALIFORNIA**

For the Agenda of:
April 26, 2016

To: Board of Supervisors of the County of Sacramento

From: Sacramento Housing and Redevelopment Agency

Subject: Approval And Authorization To Submit The Substantial Amendment For The 2016 And Previous Years' One-Year Action Plan Substantial Amendments To The United States Department Of Housing And Urban Development (HUD); Authorization To Enter Into An Agreement With Municipalities To Bid And Award An Affirmatively Furthering Fair Housing Contract; Authorization To Apply For And Administer The State Emergency Solutions Grant Program Within Specific Continuum Of Care Allocation Service Areas, Execute Related Documents And Amend The Sacramento Housing And Redevelopment Agency Budget; Other Related Activities And Findings

Supervisory
District(s): All

Contact: La Shelle Dozier, Executive Director, 440-1319
Geoffrey M. Ross, Assistant Director, Development & Federal Programs,
440-1357

Overview

This report recommends approval of a Substantial Amendment to the 2016 One-Year Action Plan and requests authorization to submit the amended plan to the United States Department of Housing and Urban Development (HUD). This report amends the prior year's Action Plans by re-appropriating Community Development Block Grant (CDBG) funding for new and existing activities as described in Attachment 1. The recommended activities are scheduled to be implemented and completed within the next six months to comply with federal regulations governing the timely expenditure of CDBG funds. This report further recommends authorizing SHRA to enter into an agreement with municipalities and to solicit, award and execute an Affirmatively Furthering Fair Housing (AFFH) contract in order to meet the requirements of the new AFFH rule adopted by HUD on July 16, 2015. This report also recommends authorizing SHRA to apply annually, accept and execute State agreements to administer the State Emergency Solutions Grant (ESG) Program for local Continuum of Care service areas.

Recommendations:

Adopt the attached Board of Supervisors Resolution that:

1. Make certain environmental findings regarding these actions, as stated in this report and Attachment 1
2. Authorizes SHRA to amend the 2016 One-Year Action Plan, previous year's Action Plans and the SHRA Budget to reallocate \$415,000 in CDBG funds to Capital Reserve

Approval And Authorization To Submit The Substantial Amendment For The 2016 And Previous Years' One-Year Action Plan Substantial Amendments To The United States Department Of Housing And Urban Development (HUD); Authorization To Enter Into An Agreement With Municipalities To Bid And Award An Affirmatively Furthering Fair Housing Contract; Authorization To Apply For And Administer The State Emergency Solutions Grant Program Within Specific Continuum Of Care Allocation Service Areas, Execute Related Documents And Amend The Sacramento Housing And Redevelopment Agency Budget; Other Related Activities And Findings

Page 2

- and subsequently reallocate the \$415,000 to new activities as described in Att. 1.
3. Approves revised project descriptions to previous year's projects as described in Att.1.
 4. Authorizes SHRA to enter into an agreement with municipalities within the boundaries of Sacramento County to solicit, award and execute an Affirmatively Furthering Fair Housing (AFFH) contract.
 5. Authorizes SHRA to apply annually, accept, execute agreements, and amend its budget to administer the State Emergency Solutions Grant (ESG) Program within designated Continuum of Care (CoC) Allocation Service Areas as determined by the State of California.
 6. Authorizes SHRA to solicit, award and execute agreement(s) for a provider(s) to implement the State ESG Program within designated Continuum of Care Allocation Service Areas in accordance with adopted SHRA Procurement Policy and Procedures in support of implementing approved State ESG activities.
 7. Authorizes SHRA to undertake all appropriate actions necessary to implement the State ESG program including reporting, contract, grant and fiscal administration and management.
 8. Authorizes SHRA to submit amendments to the 2016 One-Year Action Plan and previous Action Plans to HUD and authorizes the execution of all necessary contracts, agreements and related documents required to carry out the recommended activities described in this report, and amend its budget accordingly.
 9. Authorizes the Interim County Executive, or designee, to execute agreements with SHRA to carry out Action Plan activities in compliance with adopted policies, guidelines, regulations and federal law as approved to form by County Counsel.

Measures/Evaluation

The proposed appropriation of funds for new activities is consistent with the goals and objectives of the approved 2013-2017 Regional Consolidated Plan (Consolidated Plan). The Consolidated Plan goals include assisting low- and moderate-income persons and areas with the following: community services, housing, homeless facilities and services, public improvements and facilities, economic development and planning activities.

Fiscal Impact

This report recommends amending previous year's Action Plans and the SHRA budget to reduce funding to Capital Reserve in the amount of \$415,000 and subsequently reallocate the \$415,000 to new activities, as detailed in Attachment 1, which can be completed within six months as required by HUD. This report further recommends amending SHRA's budget to accept approximately \$869,896 in State of California ESG 2015 and 2016 funds as described in this report.

Approval And Authorization To Submit The Substantial Amendment For The 2016 And Previous Years' One-Year Action Plan Substantial Amendments To The United States Department Of Housing And Urban Development (HUD); Authorization To Enter Into An Agreement With Municipalities To Bid And Award An Affirmatively Furthering Fair Housing Contract; Authorization To Apply For And Administer The State Emergency Solutions Grant Program Within Specific Continuum Of Care Allocation Service Areas, Execute Related Documents And Amend The Sacramento Housing And Redevelopment Agency Budget; Other Related Activities And Findings

Page 3

BACKGROUND

Substantial Amendment to Action Plan

This report recommends amending previous year's Action Plans to reduce funding to Capital Reserve and allocating funds to new activities as described in Attachment 1. These adjustments not only update the Consolidated Plan, but also facilitate timely expenditure of federal funds as required by HUD. The proposed activities are consistent with the Consolidated Plan, a five-year planning document covering the period of 2013-2017. The Consolidated Plan identifies the County's housing and community development needs and describes a long-term strategy for meeting those needs. In addition to providing a broad policy framework, the Consolidated Plan specifically addresses four federally-funded housing and community development programs: CDBG, Home Investment Partnership (HOME), Emergency Solutions Grant (ESG) and Housing Opportunities for Persons with AIDS (HOPWA).

Affirmatively Furthering Fair Housing (AFFH)

On July 16, 2015, HUD adopted the AFFH Final Rule which requires that HUD grant recipients incorporate the purposes and policies of the Fair Housing Act into their planning processes. As part of this new rule, a new Assessment of Fair Housing (AFH) is required which replaces the former Analysis of Impediments process. As part of the new process, HUD is providing additional data for communities to analyze which can be used to affirmatively address fair housing activities related to the expenditure of federal community development funds. In order to develop a coordinated regional approach to ensure fair housing choice for all residents, including those issues that cross jurisdictional boundaries, SHRA is seeking authority to enter into an agreement with the cities of Citrus Heights, Rancho Cordova and Elk Grove in order to procure a consultant, award, and execute a contract to develop a regional AFH, which is due to HUD on April 6, 2017.

On behalf of the City of Sacramento and County of Sacramento and under the regulatory direction of the HUD, SHRA has a responsibility to affirmatively further fair housing within the jurisdictions covered by its programs. SHRA strives, through the implementation of its programs and outreach efforts, to ensure fair housing choice and to reduce housing discrimination in the rental, sales and lending of housing on the basis of race, sex, color, religion, national origin, familial status, gender identity, or disability, in compliance with the Fair Housing Act.

Since the Regional Human Rights/Fair Housing Commission no longer acts in its historical capacity, SHRA, City and County of Sacramento staff has worked collaboratively to reconstitute a comprehensive and coordinated fair housing program to be operated in both the City and County of Sacramento. The culmination of these efforts resulted in SHRA executing new

Approval And Authorization To Submit The Substantial Amendment For The 2016 And Previous Years' One-Year Action Plan Substantial Amendments To The United States Department Of Housing And Urban Development (HUD); Authorization To Enter Into An Agreement With Municipalities To Bid And Award An Affirmatively Furthering Fair Housing Contract; Authorization To Apply For And Administer The State Emergency Solutions Grant Program Within Specific Continuum Of Care Allocation Service Areas, Execute Related Documents And Amend The Sacramento Housing And Redevelopment Agency Budget; Other Related Activities And Findings

Page 4

contracts in August of 2015 with Sacramento Self-Help Housing (SSHH) and Legal Services of Northern California (LSNC) to provide Fair Housing services in the City of Sacramento and Unincorporated County of Sacramento.

SHRA, using data provided by HUD and local data and knowledge, along with community participation, will develop goals and identify strategies as part of the AFH. SHRA will provide annual updates related to the AFH in the HUD required Consolidated Annual Performance Report (CAPER) as part of the implementation of the new rule. It is anticipated that the City and County of Sacramento will be one of the first respondents to produce an AFH under the new rule. The first performance measures using this new methodology will be reported in the 2017 CAPER which is due to HUD by March 31, 2018.

Emergency Repair Program (ERP) Online Portal

In December 2014, SHRA assumed administration of the Emergency Repair Program (ERP) from Rebuilding Together. ERP provides grants for emergency repairs to homes occupied by low-income homeowners. To improve the efficiency of the program, Staff is proposing to procure a consultant to develop an online portal/database to make it easier for residents to apply for the program online and for staff to track and administer the program.

State of California's Emergency Solutions Grant (ESG) Program

Over the past two years, the California Department of Housing and Community Development (HCD) has worked with HUD's technical assistance consultant, Abt Associates, and ESG stakeholders (SHRA and Sacramento Steps Forward) to redesign the State's ESG program. Goals of the redesign included:

Approval And Authorization To Submit The Substantial Amendment For The 2016 And Previous Years' One-Year Action Plan Substantial Amendments To The United States Department Of Housing And Urban Development (HUD); Authorization To Enter Into An Agreement With Municipalities To Bid And Award An Affirmatively Furthering Fair Housing Contract; Authorization To Apply For And Administer The State Emergency Solutions Grant Program Within Specific Continuum Of Care Allocation Service Areas, Execute Related Documents And Amend The Sacramento Housing And Redevelopment Agency Budget; Other Related Activities And Findings

Page 5

- Align State ESG with Federal ESG and the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009;
- Improve coordination with local homelessness community-wide planning efforts and investment;
- Invest in the most impactful activities based on key performance goals and outcomes;
- Shift from an intensive provider competition to locally reliable funding and more streamlined administration; and
- Improve geographic distribution of funding.

Under this redesign, HCD established a dedicated Continuum of Care (CoC) Allocation and simplified the process available to California communities that are able to administer ESG locally. As part of this process, HCD released a CoC Allocation Solicitation of Interest for Administrative Entity (AE) this past February.

SHRA was contacted by Sacramento Steps Forward (SSF), the City and County of Sacramento's CoC's lead entity, and by Vallejo/Solano CoC's lead entity Housing First Solano (HFS) who recommended that SHRA apply to serve as the AE for the Sacramento and Vallejo/Solano CoC's Service Areas.

Approval And Authorization To Submit The Substantial Amendment For The 2016 And Previous Years' One-Year Action Plan Substantial Amendments To The United States Department Of Housing And Urban Development (HUD); Authorization To Enter Into An Agreement With Municipalities To Bid And Award An Affirmatively Furthering Fair Housing Contract; Authorization To Apply For And Administer The State Emergency Solutions Grant Program Within Specific Continuum Of Care Allocation Service Areas, Execute Related Documents And Amend The Sacramento Housing And Redevelopment Agency Budget; Other Related Activities And Findings

Page 6

If selected SHRA, as the AE, will coordinate the following administrative activities:

- Administer the State ESG Rapid Re-Housing (RRH) Program per the terms of the State agreement (note: the State may limit eligible activity types in its Annual Action Plan) within the Sacramento City/County and Vallejo/Solano CoC Service Areas;
- SHRA, in collaboration with SSF and HFS, will determine performance measures for the selected provider(s);
- Following its adopted Procurement Policy, SHRA will solicit, award and contract with a provider(s) to administer the State ESG RRH program in the Sacramento and Vallejo/Solano CoC Service Areas;
- The written executed provider agreement will ensure that State ESG RRH activities comply with federal and state requirements, including high quality services that adhere to the State's core practices, including:
 - Comprehensive and coordinated access throughout the State designated CoC Service Areas including:
 - **Sacramento's** Service Area which includes the cities of Elk Grove, Citrus Heights and Rancho Cordova (collectively known as non-entitlement cities). (Note: as a federal entitlement jurisdiction, the Urban County and the cities of Folsom, Isleton and Galt currently participate in the existing federal ESG RRH program, administered by SHRA's provider, Volunteers of America.)
 - **Vallejo/Solano's** Service Area which includes the Solano County and its incorporated cities.
 - Prioritize access to RRH services for people with the most severe needs;
 - Increase access to RRH services and consistency with housing first practices; and
 - Use of progressive engagement approach to services and financial assistance.
- Utilize Coordinated Entry, facilitate outreach and specifically ensure that services are available to eligible persons in the non-entitlement areas of the Service Area;
- SHRA will enter into written agreements with SSF and HFS to specify mutual roles and responsibilities;
- SHRA will administer contract(s) with selected provider(s), including processing financial payments and monitoring activities consistent with ESG requirements;
- SHRA will provide fiscal management of funds including meeting expenditure deadlines and ensuring provision of matching funds which may be provided by the selected provider(s); and
- SHRA will provide regular reporting as specified by HCD. HCD will maintain responsibility for annual programmatic and fiscal reporting to HUD, including its Consolidated Annual Performance Report (CAPER) and Integrated Disbursement Information System (IDIS).

Approval And Authorization To Submit The Substantial Amendment For The 2016 And Previous Years' One-Year Action Plan Substantial Amendments To The United States Department Of Housing And Urban Development (HUD); Authorization To Enter Into An Agreement With Municipalities To Bid And Award An Affirmatively Furthering Fair Housing Contract; Authorization To Apply For And Administer The State Emergency Solutions Grant Program Within Specific Continuum Of Care Allocation Service Areas, Execute Related Documents And Amend The Sacramento Housing And Redevelopment Agency Budget; Other Related Activities And Findings
Page 7

HCD will finalize the percentage of the grant eligible for general administration expenses in its Annual Action Plan. It is currently anticipated that the percentage will be 2.7 percent of the total allocation to the CoC Service Area.

COMMISSION ACTION

It is anticipated that, at its meeting of April 20, 2016, the Sacramento Housing and Redevelopment Commission will approve the staff recommendation for this item. Staff will notify the Board in the event this does not occur.

MEASURES/EVALUATIONS

The proposed funding allocations and activities are consistent with the goals and objectives found in the adopted Consolidated Plan. The Consolidated Plan goals include assisting low- and moderate-income persons and areas with the following: community services, housing, facilities and services for homeless individuals and families, public improvements and facilities, economic development, planning and administration.

FINANCIAL ANALYSIS

The attached resolution authorizes the amendment of the SHRA budget and One-Year Action Plan to reduce funding to existing CDBG projects in the amount of \$415,000 as detailed in Attachment 1 and allocates the funds to capital reserve. The resolution also allocates funds in the amount of \$415,000 to new and existing activities as detailed in Attachment 1 which can be completed within 6-18 months as required by HUD.

State ESG Estimated Funding Allocations – if SHRA is chosen as the AE, it is anticipated that the following allocations will be made to manage the State ESG program for Sacramento and Vallejo/Solano:

Sacramento City and County CoC

2015 - \$192,970
2016 - \$192,970
Total - \$395,940

Of the total, 2.7 percent will be available to SHRA for program administration (approximately \$10,420 of the above total) leaving approximately \$385,520 from the State ESG RRH program to serve approximately 68 RRH households.

Vallejo/Solano CoC

2015 - \$241,978

Approval And Authorization To Submit The Substantial Amendment For The 2016 And Previous Years' One-Year Action Plan Substantial Amendments To The United States Department Of Housing And Urban Development (HUD); Authorization To Enter Into An Agreement With Municipalities To Bid And Award An Affirmatively Furthering Fair Housing Contract; Authorization To Apply For And Administer The State Emergency Solutions Grant Program Within Specific Continuum Of Care Allocation Service Areas, Execute Related Documents And Amend The Sacramento Housing And Redevelopment Agency Budget; Other Related Activities And Findings

Page 8

2016 - \$241,978

Total - \$483,956

Of the total, 2.7 percent will be available to SHRA for program administration (approximately \$13,067 of the above total) leaving approximately \$470,889 from the State ESG RRH program to serve approximately 83 RRH households.

POLICY CONSIDERATIONS

The actions recommended in this report are consistent with previously approved policies and federal requirements.

ENVIRONMENTAL REVIEW

The 44th Avenue project was previously analyzed and environmental review is complete. The remaining projects and activities are not considered a project under the California Environmental Quality Act (CEQA) and therefore not subject to review per Guidelines Section 15378(b) and are Exempt under the National Environmental Policy Act (NEPA) per 24 CFR 58.34(a)(3).

M/WBE AND SECTION 3 CONSIDERATIONS

Minority and Women's Business Enterprise requirements will be applied to all activities to the extent required by federal funding to maintain that federal funding. Section 3 requirements will be applied to the extent they may be applicable.

Respectfully submitted,

APPROVED:
NAVDEEP GILL
Interim County Executive

LA SHELLE DOZIER
Executive Director
Sacramento Housing and Redevelopment Agency

Attachments:

RES County BOS Resolution

ATT 1 Proposed Reprogramming for 2016 One-Year Action Plan Substantial Amendment

RESOLUTION NO. _____

MAKING CERTAIN ENVIRONMENTAL FINDINGS; APPROVAL AND AUTHORIZATION TO SUBMIT THE SUBSTANTIAL AMENDMENT FOR THE 2016 ONE-YEAR ACTION PLAN AND PREVIOUS YEARS' ONE-YEAR ACTION PLAN SUBSTANTIAL AMENDMENTS; AUTHORIZATION FOR THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY TO ENTER INTO AN AGREEMENT WITH MUNICIPALITIES TO CONDUCT AND BID AND AWARD AN AFFIRMATIVELY FURTHERING FAIR HOUSING CONTRACT; AUTHORIZATION FOR THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY TO APPLY AND ADMINISTER THE STATE OF CALIFORNIA'S EMERGENCY SOLUTIONS GRANT PROGRAM WITHIN THE STATE'S CONTINUUM OF CARE ALLOCATION SERVICE AREAS, EXECUTE RELATED DOCUMENTS AND AMEND ITS BUDGET

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires adoption of a Five-Year Consolidated Plan to identify the programs and projects for the expenditure of federal Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), Housing Opportunities for Persons with AIDS (HOPWA) and Emergency Solutions Grant (ESG) funds.

WHEREAS, since 1982 the Sacramento Housing and Redevelopment Agency (SHRA), on behalf of the County of Sacramento, has served as the public entity designated to efficiently administer the CDBG program and was subsequently designated as the public entity to administer HOME, HOPWA and ESG funding originating from HUD.

WHEREAS, on January 8, 2013, the 2013-2017 Consolidated Plan was adopted by County Resolutions 2013-0018 and HA-2342.

WHEREAS, on October 27, 2015, the 2016 One-Year Action Plan was adopted by County Resolution 2015-0842.

WHEREAS, the State of California Department of Housing and Community Development (HCD) administers the Emergency Solutions Grants (ESG) program for non-entitlement jurisdictions with funding received from HUD.

WHEREAS, the State of California Emergency Solutions Grant (State ESG) Program has released a Continuum of Care Allocation Solicitation of Interest for Administrative Entity (AE).

WHEREAS, HUD adopted the Affirmatively Furthering Fair Housing (AFFH) Final Rule on July 16, 2015 which requires HUD grant recipients to incorporate the purposes and policies of the Fair Housing Act into their planning processes and replaces the Analysis of Impediments with the new Assessment of Fair Housing (AFH).

WHEREAS, Citrus Heights, Rancho Cordova and Elk Grove have elected to enter into an agreement with SHRA to issue and award a contract to meet the requirements of AFFH.

WHEREAS, community development grants from HUD administered directly by the recipient are required to secure environmental clearance. SHRA is designated as the agent for the City and County of Sacramento and is the general unit of local government for the

Making Environmental Findings; Approval And Authorization To Submit The Substantial Amendment For The 2016 One-Year Action Plan And Previous Years' One-Year Action Plan Substantial Amendments; Authorization For The Sacramento Housing And Redevelopment Agency To Enter Into An Agreement With Municipalities To Conduct And Bid And Award An Affirmatively Furthering Fair Housing Contract; Authorization For The Sacramento Housing And Redevelopment Agency To Apply And Administer The State Of California's Emergency Solutions Grant Program Within The State's Continuum Of Care Allocation Service Areas, Execute Related Documents And Amend Its Budget

Page 2

purpose of environmental clearance on the City and County's behalf and on behalf of non-profit organizations which are sub-grantees.

WHEREAS, a duly noticed public hearing soliciting comments on the 2016 One-Year Action Plan Substantial Amendment and previous years' Action Plans was held on April 20, 2016 by the Sacramento Housing and Redevelopment Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SACRAMENTO:

Section 1: All evidence presented having been duly considered, including the environmental findings regarding these actions as stated in Attachment 1, are found to be true and correct and are hereby adopted.

Section 2: SHRA is authorized to amend the 2016 One-Year Action Plan, previous year's Action Plans and the Agency Budget to reallocate \$415,000 in CDBG funds to Capital Reserve and subsequently reallocate the \$415,000 to new activities as described in Attachment 1.

Section 3: Approves revised project descriptions to previous year's projects as described in Attachment 1.

Section 4: SHRA is authorized to enter into an agreement with municipalities within the boundaries of Sacramento County to conduct, bid and award an Affirmatively Furthering Fair Housing (AFFH) contract.

Section 5: SHRA is authorized to apply annually, accept, execute State agreements, and amend its budget to administer the State Emergency Solutions Grant (ESG) Program within designated Continuum of Care Allocation Service Areas as determined by the State of California.

Section 6: SHRA is authorized to solicit, award and execute agreement(s) for a provider(s) to implement the State ESG Program within designated Continuum of Care Allocation Service Areas in accordance with adopted SHRA Procurement Policy and Procedures in support of implementing approved State ESG activities.

Section 7: SHRA is authorized to undertake all appropriate actions necessary to implement the State ESG program; including reporting, contract, grant and fiscal administration / management.

Section 8: SHRA is authorized to submit amendments to the 2016 One-Year Action Plan and previous Action Plans to HUD and authorizes the execution of all necessary contracts, agreements and related documents to carry out the recommended activities described in this report, and amend its budget accordingly.

Making Environmental Findings; Approval And Authorization To Submit The Substantial Amendment For The 2016 One-Year Action Plan And Previous Years' One-Year Action Plan Substantial Amendments; Authorization For The Sacramento Housing And Redevelopment Agency To Enter Into An Agreement With Municipalities To Conduct And Bid And Award An Affirmatively Furthering Fair Housing Contract; Authorization For The Sacramento Housing And Redevelopment Agency To Apply And Administer The State Of California's Emergency Solutions Grant Program Within The State's Continuum Of Care Allocation Service Areas, Execute Related Documents And Amend Its Budget
Page 3

Section 9. The Interim County Executive, or designee, is authorized to execute agreements with SHRA to carry out Action Plan activities in compliance with adopted policies, guidelines, regulations and federal law as approved to form by County Counsel.

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California this 26th day of April, 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSAL:

(PER POLITICAL REFORM ACT (§ 18702.5))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors

**County of Sacramento
Amendment to 2016 Action Plan and Previous Year's Action Plans**

This report formally amends the 2016 Action Plan and previous year's action plans by augmenting existing and new projects within CDBG. Activities being defunded are those that have been completed, cancelled or funded through alternative sources. Newly funded activities are scheduled to be implemented and completed within six months to comply with federal regulations governing the timely expenditure of funds.

Beginning CDBG Capital Reserve	\$619,873
---------------------------------------	------------------

2016 One-Year Action Plan Amendment Defund Capital Reserve to fund activities listed below		
Recommendation	Amount	Fund
44th Avenue (Neighborhood Livability Initiative): Project previously approved with 2015 Annual Action Plan. Engineering estimates have been revised. Project to construct 44th Avenue pedestrian enhancements / beautification between 39th Street and Highway 99. <i>Environmental review is complete. NEPA: Cat Ex per 24 CFR 58.35(a)(1). CEQA: Exempt per Guidelines Section 15301(c).</i>	\$250,000	CDBG
Fair Housing: Provides additional funds to further fair housing, including outreach, referral and other eligible activities to affirmatively further fair housing. <i>Environmental review is complete. NEPA: Exempt per 24 CFR 58.34(a)(3). CEQA: Not a project subject to review.</i>	\$155,000	CDBG
Emergency Repair Program Online Portal: Hire consultant/company to help SHRA develop an online portal for the Emergency Repair Program. <i>NEPA: Exempt per 24 CFR 58.34(a)(3). CEQA: Not a project subject to review.</i>	\$10,000	CDBG
Total	\$415,000	

Remaining Capital Reserve	\$204,873
----------------------------------	------------------

Update of Previously Approved Project Descriptions	
Recommendation	
Analysis of Impediments (2015): Amended to incorporate Affirmatively Furthering Fair Housing (AFFH). HUD released the AFFH Final Rule on July 16, 2015 which requires HUD grant recipients to incorporate the purposes and policies of the Fair Housing Act into their planning processes and replaces the Analysis of Impediments with the new Assessment of Fair Housing (AFH).	
McComber Parking Lot Improvements Project (2014): Project scope revised to include installation of a new public restroom in the parking lot or park area.	



April 15, 2016

**Sacramento Housing and
Redevelopment Commission
Sacramento, CA**

Honorable Members in Session:

SUBJECT:

Approval to Sell Real Property located at 1400 North B Street

SUMMARY:

The attached report is submitted to you for review and recommendation prior to consideration by the City of Sacramento.

RECOMMENDATION:

Staff recommends approval of the recommendations outlined in this report.

Respectfully Submitted


LA SHELLE DOZIER
Executive Director

Attachment



**REPORT TO COUNCIL AND
HOUSING AUTHORITY
City of Sacramento**
915 I Street, Sacramento, CA95814-2671
www.CityofSacramento.org

**Public Hearing
May 3, 2016**

**Honorable Mayor and Members of the City Council
Chair and Members of the Housing Authority Board**

Title: Approval to Sell Real Property located at 1400 North B Street

Location/Council District: 1400 North B Street; Council District 3

Recommendation: Conduct a public hearing pursuant to Health and Safety Code §33431 and §33433 and, upon conclusion, adopt: 1) a **City Council Resolution** that (a) finds the sale of the 1400 North B Street property by the Housing Authority of the City of Sacramento (Housing Authority) to the City of Sacramento for its use is consistent with the Implementation Plan for the River District Redevelopment Plan and will assist in the elimination of blight and enhance public safety; and (b) approves the sale of the property pursuant to the Agreement for Sale of Real Property; and (2) a **Housing Authority Resolution** that (a) finds that the Housing Authority's sale of the 1400 North B Street property to the City for their use is consistent with the Implementation Plan for the River District Redevelopment Plan and will assist in the elimination of blight and enhance public safety; (b) finds that the sale of the property to the City under the Agreement and the fair market value of the property is established in the 33433 Report; (c) authorizes the Executive Director, or her designee, to execute the Agreement for Sale of Real Property for 1400 North B Street and all other necessary documents, as approved as to form by Agency Counsel, to sell the property; and d) authorizes the Executive Director, or her designee to allocate the sale proceeds from the property to the Low and Moderate Income Housing Set-Aside fund for the City of Sacramento.

Contact: Kyle Flood, Program Manager, 440-1311, Celia Yniguez, Management Analyst, 440-1350

Presenters: Celia Yniguez, Management Analyst

Department: Sacramento Housing and Redevelopment Agency

Description/Analysis

Issue: In April 2011, the Redevelopment Agency of the City of Sacramento acquired 1400 North B Street (002-0041-088) as the result of a property exchange and Development and Disposition Agreement with General Produce.

It was anticipated to be a residential development site in the River District Redevelopment Project Area. In 2012, redevelopment was eliminated and the Housing Authority of the City of Sacramento (Housing Authority), as successor for the Redevelopment Agency of the City of Sacramento for affordable housing, became the owner of the vacant 1400 North B Street parcel. In 2012, during the River District/Railyards Choice Neighborhoods Initiative planning process, the site was identified as a potential location to construct a new fire station due to its location.

The City's Fire Station Replacement Program proposes constructing a replacement facility for the existing Fire Station 14 building, currently located at 1341 North C Street, on the 1400 North B Street parcel. This report proposes that the Housing Authority sell the 1400 North B Street property to the City for \$350,000. The sale price is the current fair market value of the property based on an independent appraisal.

Policy Considerations: The property transfer is consistent with the River District Specific Plan and the City's 2035 General Plan. For the purposes of the 33433 report, the sale is consistent with the Implementation Plan for the River District Redevelopment Plan that encourages providing a safe, clean, and attractive environment, and strengthens infrastructure to support development. The property is located in the Twin Rivers – River District/Railyards Choice Neighborhood Initiative (CNI) area and is consistent with and supports CNI efforts for the Twin Rivers public housing community. The property was originally purchased with redevelopment housing funds, with the intent to develop affordable housing. The sale proceeds will be set aside for future use to develop affordable housing.

Economic Impacts: Not applicable.

Environmental Considerations:

California Environmental Quality Act (CEQA): In accordance with Sections 15262 and 15378(b)(4) of the CEQA Guidelines, the sale of the Housing Authority parcel for the future Fire Station 14 is exempt from environmental review because the new fire station has not yet been designed. The development of the new fire station will be subject to environmental review before a commitment to construct the planned project is approved.

Sustainability Considerations: Not applicable.

Commission Action: It is anticipated that, at its meeting of April 20, 2016, the Sacramento Housing and Redevelopment Commission will approve the staff recommendation for this item. Staff will notify the Council in event this does not occur.

Rationale for Recommendation: The vacant property located at 1400 North B Street is in close proximity to the existing Fire Station 14, and has been identified by the City as a suitable location for a replacement station. Due to adjacent warehouse and social

service users in the immediate vicinity, livability conditions for a housing development are not optimal. The development of the 1400 North B Street parcel will eliminate blight and enhance public safety in the Twin Rivers-River District/Railyards Choice Neighborhoods Initiative area.

Financial Considerations: A separate independent appraisal of the Housing Authority-owned 1400 North B Street property concluded a market value of \$350,000. The City is proposing to purchase the property at market value. As the property is a redevelopment housing asset, the sale proceeds will be deposited in to the Low and Moderate Income Housing Set-Aside fund for future use to support the development of affordable housing in the City of Sacramento.

LBE/M/WBE/Section 3 and First Source Considerations: The activities recommended in this staff report do not involve federal funding; therefore, there are no M/WBE or Section 3 requirements. The First Source and LBE Programs are not applicable to this report.

Respectfully Submitted by:

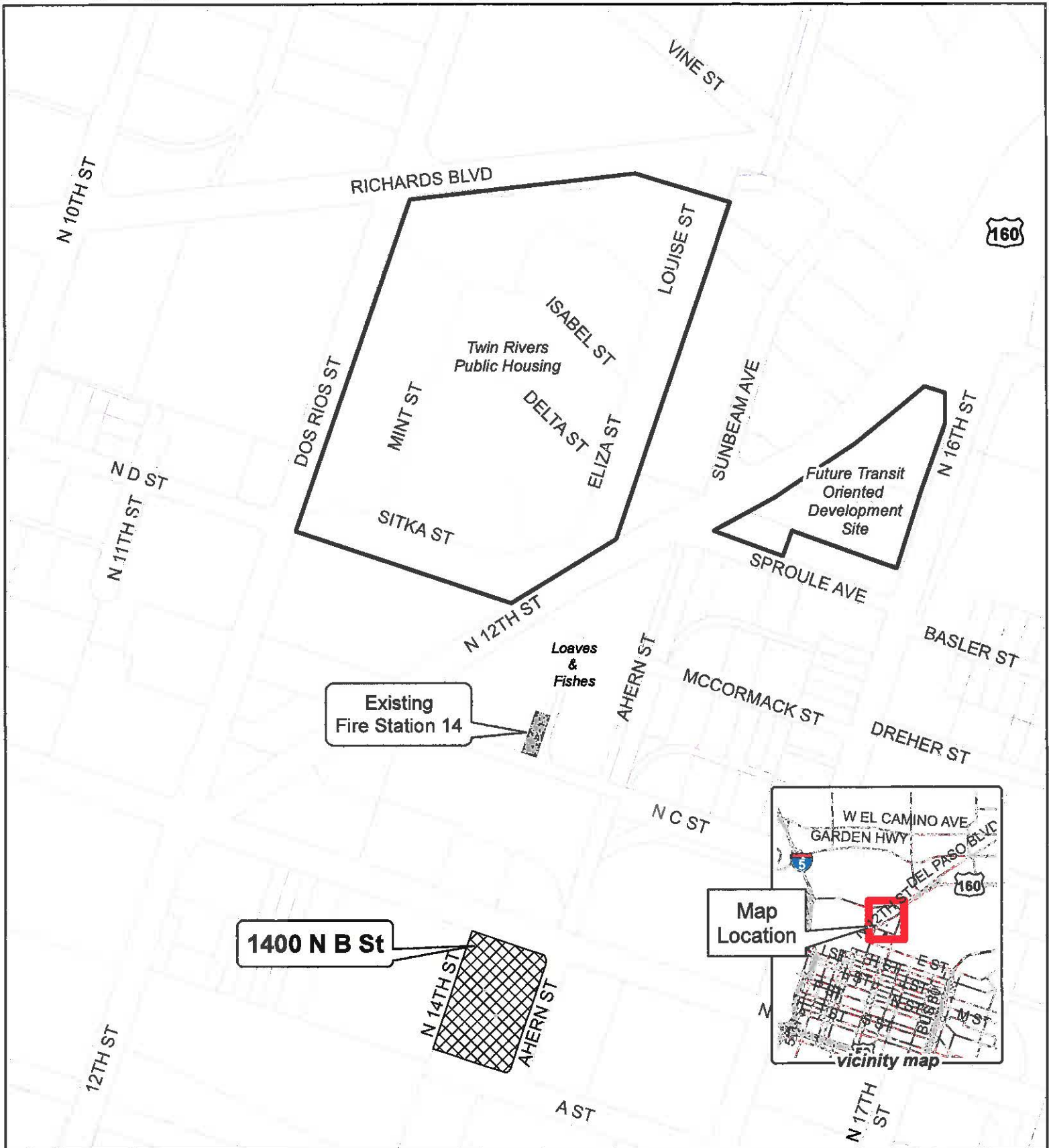

LA SHELLE DOZIER
Executive Director

Table of Contents

1	Report	1
2	Map of 1400 North B Street	4
3	City Resolution	5
4	Exhibit A – 33433 Report	7
5	Exhibit B - Agreement for Sale of Real Property	10
6	Housing Authority Resolution	19
7	Exhibit A - Agreement for Sale of Real Property	21



Sale of Real Property 1400 North B Street



0 200 400
Feet



SHRA GIS
April 12, 2016

RESOLUTION NO. 2016 -

Adopted by the Sacramento City Council

on date of

SALE OF 1400 N. B STREET TO THE CITY OF SACRAMENTO

BACKGROUND

- A. The Housing Authority of the City of Sacramento (Housing Authority), as successor to the Redevelopment Agency of the City of Sacramento, owns 1400 N. B Street (002-0041-088), a vacant parcel.
- B. The City owns 1341 North C Street which contains Fire Station 14.
- C. The City has determined that Fire Station 14 is operationally obsolescent and needs to be replaced. The City allocated Funding in FY2015/16 Capitol Improvement Program to replace the stations.
- D. The City desires to acquire 1400 N. B Street for its use and consideration of a new Fire Station 14 location.
- E. The Housing Authority and the City desire to enter into an Agreement for Sale of Real Property for 1400 N. B Street (002-0041-088) (Exhibit B).
- F. The subject property herein has been appraised and this transaction between the Housing Authority of the City of Sacramento and the City of Sacramento is a fair market value transaction.
- G. Construction of the Fire Station 14 improves the health and safety of the public.
- H. In accordance with Section 15061(b)(3) of the CEQA Guidelines, no environmental review is necessary because the recommendations in this report involve transfer of ownership of real property rights and a lease of real property, which can be seen with certainty to have no significant effect on the environment. Any subsequent development of the property would be subject to the appropriate CEQA review.
- I. A report under Health and Safety Code Section 33433 ("Section 33433 Report") has been prepared and is attached hereto as Exhibit A, and is filed with Agency Clerk and made available for public review pursuant to Section 33433. Proper notice of this action has been given and a public hearing has been held in accordance with Health and Safety Code Sections 33431 and 33433.

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

Section 1. All of the evidence having been duly considered the facts as presented and stated above, including the environmental facts, are found to be true and correct.

Section 2. The Housing Authority's transfer of the vacant property to the City for its use is found to be consistent with the Implementation Plan for the River District Redevelopment Plan that encourages providing a safe, clean, and attractive environment, and strengthening infrastructure to support development. The transfer will assist in the elimination of blight and replacing an operationally obsolete station which has reached the end of its useful life. The new station, In addition to providing enhanced fire protection to nearby low income housing, will further eliminate blight by developing underutilized and vacant parcels, and making it possible to retain jobs and stimulate more economic development in the area.

Section 3. The City Council approves the sale of the Housing Authority Property to the City for the City's use, pursuant to the terms of the agreement for sale of Real Property at fair market value of the Property as set forth in the 33433 Report attached to the Resolution.

Table of Contents:

Exhibit A: 33433 Report

Exhibit B: Agreement for the Sale of Real Property

**Report Regarding the Disposition of Property Acquired Directly or Indirectly with
Tax Increment Funds
(Health & Safety Code Section 33433)**

**I. SUMMARY OF THE PROPOSED REAL PROPERTY TRANSFER
AGREEMENT AND LEASE**

Agreement

A copy of the Real Property Exchange and Transfer Exchange Agreement ("Agreement") disposing of an interest in Agency real property is attached to this Report.

Location

The subject property is located at 1400 North B Street in the City of Sacramento and the County of Sacramento. It is located in the former River District Redevelopment Project Area. It is a vacant 1.70 acres site zoned C2-SPD (General Commercial – Special Planning District). The C2 Zone is a general commercial zone which provides for the sale of commodities, or performance of services, including repair facilities, offices, small wholesale stores or distributors, and limited processing and packaging. Good examples are a small neighborhood hardware store or corner market. The City will require dedication of a portion of the site for a roadway connection. This would ultimately allow for a connection of 14th Street from N B Street south under the railroad tracks to C Street. The City Community Development Department is requiring a full dedication of 14th Street from the 1400 N B Street parcel. This dedication applies to any developer of the site, private or public. The direct impact on the net acreage of the parcel is the loss of approximately 24,480 square feet. This is based on a road width of 75ft. Thus the net acreage of the site following the dedication will be approximately 1.14+/- ac. Additionally, developer of the site will be responsible for all frontage improvements along the east side of the newly dedicated 14th Street, which will include curbs, gutters, separated sidewalk, and street lighting.

The Redevelopment Agency of the City of Sacramento purchased a parcel at 1220 North A Street in 1995 with Low and Moderate Income Housing Set-Aside funds for the development of affordable housing; however, it was later determined that due to limited access, the property, immediately adjacent to General Produce was unsuitable for residential development. In 1998 General Produce was seeking to expand its operations and considered relocating outside of Sacramento. In order to retain General Produce in Sacramento, the Redevelopment Agency and City Council approved the disposition of the Agency-owned Property to General Produce allowing the company to expand at its existing location. In exchange, the Agency would acquire a 1400 North B Street, from General Produce which had superior access and was better suited for residential development. However, due to environmental contamination on the Agency-owned Property, the exchange was delayed until April 2011. In 2012, redevelopment was eliminated and the Housing Authority of the City of Sacramento as successor for the Redevelopment Agency of the City of Sacramento for affordable housing became the owner of 1400 N. B Street.

33433 Report

Buyer

The buyer is the City of Sacramento. The City's Fire Station Replacement Program proposes to replace and move the existing Fire Station 14 located at 1341 North C Street to 1400 B Street following all necessary feasibility analysis and environmental reviews. .

II. COST OF THE AGREEMENT AND LEASE TO THE AGENCY

This section presents the total cost of the Agreement for Sale of the property to the Authority, as well as the "net cost" of the sale after consideration of revenues. The net cost can be either actual costs, when expenditures exceed receipts, or a net gain, when revenues created by implementation of the Agreement exceed expenditures or valuation.

Estimated Costs to the Agency

The site was received by the Redevelopment Agency of the City of Sacramento as the result of a land transfer and a development and disposition agreement in 2011. The valuation of the property at the time was \$666,072 based upon an appraisal.

AGENCY'S COST OF ACQUIRING THE LAND	
Land Valuation time of land exchange - 2011	\$666,072
Commissions	\$ -
Closing Costs	\$ -
Relocation Costs	\$ -
Land Clearance Costs	\$ -
Financing Costs	\$ -
Improvement Costs (e.g. utilities or foundations added)	\$ -
Other Costs	\$ -
TOTAL	\$666,072

ESTIMATED VALUE OF INTEREST CONVEYED	
Value of the property determined at its highest and best use under the redevelopment plan	\$350,000

33433 Report

ESTIMATED REUSE VALUE OF INTEREST CONVEYED	
Value of property determined with consideration of the restrictions and development costs imposed by the Agreement	\$350,000

VALUE RECEIVED ON DISPOSITION	
The purchase price due to the Agency under the Agreement	\$350,000

Property

Per the terms of the Agreement for Sale of Real Property of 1400 North B Street, the price is \$350,000.

III. ESTIMATED VALUE OF THE INTEREST TO BE CONVEYED

The Authority estimated the value of the interest being sold to the City by the Authority at its highest and best use allowed under City zoning code and the City's 2035 General Plan. The property would require dedication of a street, approximately 75 feet width from North B Street to North A Street.

To arrive at the fair market value of the property the Authority commissioned an appraisal of the property. The 1400 North B Street Property appraisal was completed by Bender Rosenthal, Inc. on January 8, 2016. The property was valued at \$350,000.

IV. ELIMINATION OF BLIGHT

The Proposed Agreement for Sale of Real Property will eliminate blight within the River District Redevelopment Area by providing a viable site to locate Fire Station 14. It is found to be consistent with the Implementation Plan for the River District Redevelopment Plan that encourages providing a safe, clean, and attractive environment, and strengthening infrastructure to support development. The sale will assist in the elimination of blight and enhancing public safety by replacing an operationally obsolete station which has reached the end of its useful life. The new station, if deemed feasible will provide enhanced fire protection to nearby low income housing, will further eliminate blight by developing underutilized and vacant parcels, and making it possible to retain jobs and stimulate more economic development in the area.

V. CONFORMANCE WITH FIVE-YEAR IMPLEMENTATION PLAN

The applicable Five-Year Implementation Plan program objectives for the River District Redevelopment Project Area are the following: Eliminate Blight and Eliminate Infrastructural Deficiencies. To these ends, the Agency transferring the site for potential reuse as a fire station will eliminate a vacant property and could result in a new fire station which would provide an enhanced level of safety to the area.

Agreement for Sale of Real Property

1400 N. B Street (002-0041-088)

This agreement, dated _____, 2016, for purposes of identification, is between the **Housing Authority of the City of Sacramento**, a public body, corporate and politic (the "**Authority**"), and the **City of Sacramento**, a municipal corporation (the "**City**").

Background

The Authority owns in fee simple the real property located at 1400 North B Street in the City of Sacramento, State of California, described and depicted in Exhibit A (the "**Property**").

The Authority acquired the Property as a housing asset from the former Redevelopment Agency of the City of Sacramento Agency (approved by the California Department of Finance on August 31, 2012).

The City desires to acquire the Property for construction and operation of new Fire Station 14.

The Authority has determined that the Property is not required for its foreseeable needs and is therefore selling it to the City for construction and operation of new Fire Station 14, which will benefit both the Authority and the City by allowing the City to better serve the Authority's Twin Rivers Public Housing Complex and its anticipated redevelopment.

With these background facts in mind, the City and the Authority agree as follows:

1. **Effective Date.** This agreement is effective on the date both parties have signed it, as indicated by the dates in the signature blocks below (the "**Effective Date**").
2. **Conveyance of Fee Title.** The Authority shall convey to City fee-simply title to the Property in accordance with the terms of this agreement.
3. **Purchase Price.** The total purchase price for the Authority's conveyance of fee-simple title to the Property is \$350,000 (the "**Purchase Price**"). The City shall deposit the Purchase Price with Escrow Holder, in cash or by certified check or cashier's check drawn to the order of Escrow Holder, in accordance with Section 5(b)(1) and shall pay the full Purchase Price to the Authority through escrow on the Closing Date in accordance with Section 5(c)(1).
4. **Escrow.** In order to consummate this transaction, the parties have opened an escrow with Placer Title Company, 1180 Iron Point Rd Suite 140, Folsom, CA 95630, (916) 353-1953, Order Number 407-12510 (the "**Escrow Holder**"). Cynthia Perez is serving as the escrow officer.
5. **Closing.** Within five Business Days after the Effective Date, the parties shall deposit a copy of this agreement with Escrow Holder. Escrow Holder shall use Sections 2, 3, 4, 5, 8, 9, 10, and 13 of this agreement as escrow instructions, together with any additional escrow

instructions the City and the Authority jointly issue to Escrow Holder. A **"Business Day"** means any day the City's offices located at 915 I Street, Sacramento, California, are open to the general public.

(a) *The Authority's Deliveries through Escrow.*

- (1) At least one Business Day before the Closing Date, the Authority shall sign and deposit with Escrow Holder, for recording at the Closing, a grant deed that is in the form attached to this agreement as Exhibit B (the **"Grant Deed"**), by which the Authority will convey to City fee-simple title to the Property. The title conveyed by the Grant Deed must be free and clear of all rights, restrictions, easements, impediments, encumbrances, liens, assessments, or other security interests of any kind, except: (i) easements or rights-of-way for public roads or public utilities, if any; and (ii) items specifically identified in Exhibit C attached hereto, if any.
- (2) At least one Business Day before the Closing Date, the Authority shall deposit 50% of the following with Escrow Holder (collectively, the **"Incidental Expenses"**): all closing costs, including documentary transfer taxes (if any), escrow fees, and recording fees.
- (3) The Authority shall sign and deposit with Escrow Holder any additional documents and items that Escrow Holder reasonably needs to close escrow.

(b) *The City's Deliveries through Escrow.*

- (1) At least one Business Day before the Closing Date, the City shall deposit the full Purchase Price with Escrow Holder.
- (2) At least one Business Day before the Closing Date, the City shall deposit with Escrow Holder 50% of the Incidental Expenses.
- (3) As required, Authority shall sign and deposit with Escrow Holder any additional documents and items that Escrow Holder reasonably needs to close escrow.

(c) *Closing of Escrow.* As soon as is practicable after the City and the Authority have completed their deliveries through escrow, as required by Sections 5(a) and 5(b), but no later than June 10, 2016 (the actual date of closing being the **"Closing Date"**), Escrow Holder shall consummate the transaction contemplated by this agreement by doing the following (the **"Closing"**):

- (1) paying the Authority the full Purchase Price; and
- (2) causing the deed described in Section 5(a)(1) to be recorded with the Sacramento County Clerk/Recorder.

- (d) *Title Insurance.* The City, at its own option and cost, may obtain a CLTA standard coverage owner's policy of title insurance insuring that clear title to the Property is vested properly upon recording of the Grant Deed.
 - (e) *Standard Escrow Instructions.* For escrow matters not specifically addressed in this agreement, Escrow Holder's standard escrow instructions will apply. Sections 2, 3, 4, 5, 8, 9, 10, and 11 of this agreement control if a conflict arises between them and Escrow Holder's standard escrow instructions.
6. **Due Diligence.** The City has completed appropriate due diligence of the Property to inspect physical or environmental conditions or aspects of the Property, or any other matter affecting its decision to accept the Property. During its due diligence, the City was given the opportunity to perform an environmental site assessment through its own consultant.
 7. **"As-Is" Sale.** The City has agreed to accept possession of the Authority Property at the Close of Escrow on an "as-is" basis. The parties agree that the Property will be sold "as is, where is, with all faults" with no right of set-off or additional consideration. The parties also agree that the sale will be without representation or warranty of any kind, express or implied, and the parties disclaim and renounce and representations or warranties, except as provided in Section 24.
 8. **The Authority's Right to Terminate.** The Authority may terminate this agreement at any time, by giving written notice to the City and Escrow Holder, if the City's representation and warranty set forth in Section 24 is false in any material respect when made or becomes false in any material respect before the Closing Date. If the Authority terminates this agreement under this Section 8, then the City shall pay all Incidental Expenses.
 9. **The City's Right to Terminate.** The City may terminate this agreement at any time, by giving written notice to the Authority and Escrow Holder, if the Authority's representation and warranty set forth in Section 24 is false in any material respect when made or becomes false in any material respect before the Closing Date. If the City terminates this agreement under this Section 9, then the Authority shall pay all Incidental Expenses.
 10. **Authority's Default.**
 - (a) If the Authority defaults in the performance of this agreement, then the City may elect, at its discretion and in addition to any other rights or remedies provided by law or this agreement, to do either of the following:
 - (1) Terminate this agreement, and thereafter the parties will be released from all further liability under this agreement except that the Authority shall pay all unpaid Incidental Expenses.
 - (2) Specifically enforce the terms of this agreement in law or in equity.

- (b) The City's rights and remedies under this agreement, whether granted by law or otherwise, are cumulative and not exclusive, and the City may exercise any or all of those rights and remedies at any time. If the City elects to close this transaction notwithstanding the Authority's breach, then that election will not result in the City's waiver of the breach, and the Authority will remain liable to the City for the breach.

11. City's Default.

- (a) If the City fails to complete the purchase of the Property for any reason, then the Authority may terminate this agreement by giving written notice to the City and Escrow Holder.
- (d) If the Authority terminates this agreement under this Section 11, then—
- (1) the City shall pay all unpaid Incidental Expenses; and
 - (2) both parties will be released from any further liability under this agreement.

- 12. Notices.** Any notice or other communication under this agreement must be in writing and is considered properly given and effective only when mailed or delivered in the manner provided by this Section 12 to the persons identified below. A notice or other communication that is mailed is effective or considered to have been given on the third day after it is deposited in the U.S. Mail (certified mail and return receipt requested), addressed as set forth below, with postage prepaid. A notice or other communication sent in any other manner is effective or considered properly given when actually delivered. A party may change its address for these purposes by giving written notice of the change to the other party in the manner provided in this Section 12.

If to the City:

City of Sacramento
Real Estate Services
915 I Street, 2nd Floor
Sacramento, CA 95814
Attn: Supervisor, Real Estate Services
Section

If to the Authority:

Housing Authority of the City of
Sacramento
801 12th Street
Sacramento, CA 95814
Attn: Real Estate Department

- 13. Assignments.** A party may not assign or otherwise transfer this agreement or any interest in it without the other party's prior written consent, which the other party may withhold in its sole discretion. An assignment or other transfer made contrary to this Section 13 is void.
- 14. Binding Effect.** This agreement binds and inures to the benefit of the parties' successors and assigns.

15. **Time of Essence.** Time is of the essence in performing this agreement.
16. **Severability.** If a court with jurisdiction rules that any nonmaterial part of this agreement is invalid, unenforceable, or contrary to law or public policy, then the rest of this agreement remains valid and fully enforceable.
17. **Waiver.** A party's failure to insist on strict performance of this agreement or to exercise any right or remedy upon breach of this agreement is not a waiver of the performance, right, or remedy. A party's waiver of another party's breach of any provision in this agreement will not constitute a continuing waiver or a waiver of any later breach of the same or any other provision. A waiver is binding only if set forth in a writing signed by the waiving party.
18. **Interpretation.** This agreement is to be interpreted and applied in accordance with California law, except that that the rule of interpretation in California Civil Code section 1654 will not apply.
19. **Attorneys' fees.** The parties must bear their own costs and attorneys' fees incurred in connection with this agreement.
20. **No Third-Party Beneficiaries.** This agreement is solely for the benefit of the City and the Authority. It is not intended to benefit any third parties.
21. **Counterparts.** The parties may sign this agreement in counterparts, each of which is considered an original, but all of which constitute the same agreement. Facsimiles, pdfs, and photocopies of signature pages of the agreement have the same binding effect as originals.
22. **Integration and modification.** This agreement sets forth the parties' entire understanding regarding the matters set forth above and is intended to be their final, complete, and exclusive expression of those matters. It supersedes all prior or contemporaneous agreements, representations, and negotiations—written, oral, express, or implied—and may be modified only by another written agreement signed by both parties.
23. **Recording.** Either party may record this agreement in the Recorder's Office for Sacramento County.
24. **Authorization.** Each individual executing this agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this agreement and that the entity will be obligated to perform the terms of this agreement.

AUTHORITY: HOUSING AUTHORITY OF THE CITY OF SACRAMENTO a public body, corporate and politic By: _____ Print Name: <u>La Shelle Dozier</u> Title: <u>Executive Director</u> Dated: _____	CITY: CITY OF SACRAMENTO, a municipal corporation By: _____ Print Name: _____ Title: _____ Dated: _____
APPROVED AS TO FORM: _____ Authority Counsel	APPROVED AS TO FORM: _____ Deputy City Attorney

ATTEST:

 By: _____
 City Clerk

Dated: _____

Exhibit A

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, CITY OF SACRAMENTO, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THE BLOCKS BOUNDED ON THE NORTH BY NORTH B STREET, THE SOUTH BY A STREET, THE WEST BY 13TH STREET AND THE EAST BY 15TH STREET IN THE CITY OF SACRAMENTO, ACCORDING TO THE OFFICIAL MAP THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF 14TH STREET AND THE SOUTH LINE OF NORTH B STREET; THENCE FROM SAID POINT OF BEGINNING AND ALONG SAID SOUTH LINE SOUTH 70 DEGREES 32 MINUTES 09 SECONDS EAST 40.00 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE SOUTH 70 DEGREES 31 MINUTES 01 SECONDS EAST 176.59 FEET; THENCE LEAVING SAID SOUTH LINE SOUTH 19 DEGREES 27 MINUTES 12 SECONDS WEST 324.69 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 26.20 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 47 DEGREES 54 MINUTES 08 SECONDS WEST 19.09 FEET TO A POINT ON THE NORTH LINE OF SAID A STREET; THENCE ALONG SAID NORTH LINE NORTH 70 DEGREES 29 MINUTES 38 SECONDS WEST 168.24 FEET; THENCE CONTINUING ALONG SAID NORTH LINE NORTH 70 DEGREES 30 MINUTES 55 SECONDS WEST 40.00 FEET TO A POINT ON SAID WEST LINE OF 14TH STREET; THENCE ALONG SAID WEST LINE NORTH 19 DEGREES 34 MINUTES 41 SECONDS EAST 341.40 FEET TO THE POINT OF BEGINNING.

THE MERIDIAN OF THIS SURVEY IS IDENTICAL TO THAT OF THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 47 OF SURVEYS, PAGE 5, OFFICIAL RECORDS OF SAID COUNTY.

APN: 002-0041-088-0000

Exhibit B

<p>RECORDING REQUESTED BY AND FOR THE BENEFIT OF CITY OF SACRAMENTO NO FEE DOCUMENT Govt Code 27383</p> <p>WHEN RECORDED MAIL TO CITY OF SACRAMENTO Real Estate Services 915 I Street, 2nd Floor Sacramento, California 95814</p> <p>MAIL TAX STATEMENTS TO CITY OF SACRAMENTO Aging Resource Administration 915 I Street, 2nd Floor Sacramento, California 95814</p>									
<p>NO TRANSFER TAX DUE per R&T Code 11922 Grantor is a Government Agency</p> <p style="text-align: right; font-size: small;">SINCE ABOVE TIES WITH THE RECORDING'S USE</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">City REGS WDN</td> <td style="width: 25%;">Easement</td> <td style="width: 25%;">APN</td> <td style="width: 25%;">City Agreement #</td> </tr> <tr> <td>2844328</td> <td>APN 02410</td> <td>002-0001-002</td> <td></td> </tr> </table>		City REGS WDN	Easement	APN	City Agreement #	2844328	APN 02410	002-0001-002	
City REGS WDN	Easement	APN	City Agreement #						
2844328	APN 02410	002-0001-002							
<h2 style="margin: 0;">GRANT DEED</h2>									
<p>HOUSING AUTHORITY OF THE CITY OF SACRAMENTO, a public body, corporate and politic, hereby grant(s) to CITY OF SACRAMENTO, a municipal corporation, all that real property situated in the <u>City of Sacramento</u>, County of Sacramento, State of California, described as follows:</p> <p style="text-align: center; padding: 20px 0;">SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.</p> <p style="text-align: right; padding-right: 100px;">Housing Authority of the City of Sacramento, a public body, corporate and politic</p>									
<p>Dated: _____</p>	<p>By: _____ LA SHELL DOZIER Executive Director</p>								
<p style="font-size: small;">*Approved as to form - City Attorney*</p>									

Exhibit C

Title exceptions that will not be removed

Items 1thru 3 paid current, 4, 5, 6, 7, 8, 9, & 10

as shown in Placer Title Company

preliminary title report # 407-12510, dated June 12, 2015

RESOLUTION NO. 2016 –

Adopted by the Housing Authority of the City of Sacramento

on date of

SALE OF 1400 N. B STREET TO THE CITY OF SACRAMENTO

BACKGROUND

- A. The Housing Authority of the City of Sacramento (Housing Authority), as successor to the Redevelopment Agency of the City of Sacramento, owns 1400 N. B Street (002-0041-088), a vacant parcel.
- B. The City owns 1341 North C Street which contains Fire Station 14.
- C. The City has determined that Fire Station 14 is operationally obsolescent and needs to be replaced. The City allocated Funding in FY2015/16 Capitol Improvement Program to replace the station.
- D. The City desires to construct a new Fire Station 14 at 1400 N. B Street.
- E. The Housing Authority has determined that its 1400 N. B Street not required for its foreseeable needs and this sale at fair market value to the City is for the City's needs including the possibility of constructing a new fire station which will enhance fire protection and emergency services to and for nearby low income housing units currently owned and operated as public housing by the Housing Authority (California Health and Safety Code §34315.5).
- F. The Housing Authority and the City desire to enter into an agreement for sale of Real Property for 1400 N. B Street (002-0041-088) (Exhibit A).
- G. All of the subject properties herein have been appraised and this transaction between the Housing Authority of the City of Sacramento and the City of Sacramento is a fair market value transaction.
- H. In accordance with Section 15061(b)(3) of the CEQA Guidelines, no environmental review is necessary because the recommendations in this report involve transfer of ownership of real property rights, which can be seen with certainty to have no significant effect on the environment. Any subsequent development of the property would be subject to the appropriate CEQA review.
- I. A report under Health and Safety Code Section 33433 ("Section 33433 Report") has been prepared and is filed with the Agency Clerk and made available for public review pursuant to Section 33433. Proper notice of this action has been given and a public hearing has been held in accordance with Health and Safety Code Sections 33431 and 33433.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE HOUSING
AUTHORITY OF THE CITY OF SACRAMENTO RESOLVES AS FOLLOWS:**

- Section 1.** All of the evidence having been duly considered the facts and findings as presented and stated above, including the environmental facts and findings, are found to be true and correct.
- Section 2.** The Housing Authority's sale of the property for the construction of Fire Station 14 is found to be consistent with the Implementation Plan for the River District Redevelopment Plan that encourages providing a safe, clean, and attractive environment, and strengthening infrastructure to support development. The sale will assist in the elimination of blight and enhancing public safety by replacing an operationally obsolete station which has reached the end of its useful life. The new station, in addition to providing enhanced fire protection to nearby low income housing, will further eliminate blight by developing underutilized and vacant parcels, and making it possible to retain jobs and stimulate more economic development in the area.
- Section 3.** As established in the 33433 Report, the consideration for the Housing Authority's sale of the Property to the City under the agreement for sale of Real Property, and the fair market value of the Property is Three Hundred and Fifty Thousand Dollars (\$350,000) as established in the 33433 Report.
- Section 4.** The Executive Director, or her designee is authorized to execute the agreement for the sale of Real Property (included as Exhibit A) for sale of the Housing Authority property located at 1400 N. B Street (002-0041-088).
- Section 5.** The Executive Director, or her designee is authorized to allocate the sale proceeds sale from the property to the low and moderate income housing set-aside fund for the City of Sacramento.

Table of Contents:

Exhibit A: Agreement for Sale of Real Property

Agreement for Sale of Real Property

1400 N. B Street (002-0041-088)

This agreement, dated _____, 2016, for purposes of identification, is between the **Housing Authority of the City of Sacramento**, a public body, corporate and politic (the "**Authority**"), and the **City of Sacramento**, a municipal corporation (the "**City**").

Background

The Authority owns in fee simple the real property located at 1400 North B Street in the City of Sacramento, State of California, described and depicted in Exhibit A (the "**Property**").

The Authority acquired the Property as a housing asset from the former Redevelopment Agency of the City of Sacramento Agency (approved by the California Department of Finance on August 31, 2012).

The City desires to acquire the Property for construction and operation of new Fire Station 14.

The Authority has determined that the Property is not required for its foreseeable needs and is therefore selling it to the City for construction and operation of new Fire Station 14, which will benefit both the Authority and the City by allowing the City to better serve the Authority's Twin Rivers Public Housing Complex and its anticipated redevelopment.

With these background facts in mind, the City and the Authority agree as follows:

1. **Effective Date.** This agreement is effective on the date both parties have signed it, as indicated by the dates in the signature blocks below (the "**Effective Date**").
2. **Conveyance of Fee Title.** The Authority shall convey to City fee-simply title to the Property in accordance with the terms of this agreement.
3. **Purchase Price.** The total purchase price for the Authority's conveyance of fee-simple title to the Property is \$350,000 (the "**Purchase Price**"). The City shall deposit the Purchase Price with Escrow Holder, in cash or by certified check or cashier's check drawn to the order of Escrow Holder, in accordance with Section 5(b)(1) and shall pay the full Purchase Price to the Authority through escrow on the Closing Date in accordance with Section 5(c)(1).
4. **Escrow.** In order to consummate this transaction, the parties have opened an escrow with Placer Title Company, 1180 Iron Point Rd Suite 140, Folsom, CA 95630, (916) 353-1953, Order Number 407-12510 (the "**Escrow Holder**"). Cynthia Perez is serving as the escrow officer.
5. **Closing.** Within five Business Days after the Effective Date, the parties shall deposit a copy of this agreement with Escrow Holder. Escrow Holder shall use Sections 2, 3, 4, 5, 8, 9, 10, and 13 of this agreement as escrow instructions, together with any additional escrow

instructions the City and the Authority jointly issue to Escrow Holder. A “**Business Day**” means any day the City’s offices located at 915 I Street, Sacramento, California, are open to the general public.

(a) *The Authority’s Deliveries through Escrow.*

- (1) At least one Business Day before the Closing Date, the Authority shall sign and deposit with Escrow Holder, for recording at the Closing, a grant deed that is in the form attached to this agreement as Exhibit B (the “**Grant Deed**”), by which the Authority will convey to City fee-simple title to the Property. The title conveyed by the Grant Deed must be free and clear of all rights, restrictions, easements, impediments, encumbrances, liens, assessments, or other security interests of any kind, except: (i) easements or rights-of-way for public roads or public utilities, if any; and (ii) items specifically identified in Exhibit C attached hereto, if any.
- (2) At least one Business Day before the Closing Date, the Authority shall deposit 50% of the following with Escrow Holder (collectively, the “**Incidental Expenses**”): all closing costs, including documentary transfer taxes (if any), escrow fees, and recording fees.
- (3) The Authority shall sign and deposit with Escrow Holder any additional documents and items that Escrow Holder reasonably needs to close escrow.

(b) *The City’s Deliveries through Escrow.*

- (1) At least one Business Day before the Closing Date, the City shall deposit the full Purchase Price with Escrow Holder.
- (2) At least one Business Day before the Closing Date, the City shall deposit with Escrow Holder 50% of the Incidental Expenses.
- (3) As required, Authority shall sign and deposit with Escrow Holder any additional documents and items that Escrow Holder reasonably needs to close escrow.

(c) *Closing of Escrow.* As soon as is practicable after the City and the Authority have completed their deliveries through escrow, as required by Sections 5(a) and 5(b), but no later than June 10, 2016 (the actual date of closing being the “**Closing Date**”), Escrow Holder shall consummate the transaction contemplated by this agreement by doing the following (the “**Closing**”):

- (1) paying the Authority the full Purchase Price; and
- (2) causing the deed described in Section 5(a)(1) to be recorded with the Sacramento County Clerk/Recorder.

- (d) *Title Insurance.* The City, at its own option and cost, may obtain a CLTA standard coverage owner's policy of title insurance insuring that clear title to the Property is vested properly upon recording of the Grant Deed.
 - (e) *Standard Escrow Instructions.* For escrow matters not specifically addressed in this agreement, Escrow Holder's standard escrow instructions will apply. Sections 2, 3, 4, 5, 8, 9, 10, and 11 of this agreement control if a conflict arises between them and Escrow Holder's standard escrow instructions.
6. **Due Diligence.** The City has completed appropriate due diligence of the Property to inspect physical or environmental conditions or aspects of the Property, or any other matter affecting its decision to accept the Property. During its due diligence, the City was given the opportunity to perform an environmental site assessment through its own consultant.
7. **"As-Is" Sale.** The City has agreed to accept possession of the Authority Property at the Close of Escrow on an "as-is" basis. The parties agree that the Property will be sold "as is, where is, with all faults" with no right of set-off or additional consideration. The parties also agree that the sale will be without representation or warranty of any kind, express or implied, and the parties disclaim and renounce and representations or warranties, except as provided in Section 24.
8. **The Authority's Right to Terminate.** The Authority may terminate this agreement at any time, by giving written notice to the City and Escrow Holder, if the City's representation and warranty set forth in Section 24 is false in any material respect when made or becomes false in any material respect before the Closing Date. If the Authority terminates this agreement under this Section 8, then the City shall pay all Incidental Expenses.
9. **The City's Right to Terminate.** The City may terminate this agreement at any time, by giving written notice to the Authority and Escrow Holder, if the Authority's representation and warranty set forth in Section 24 is false in any material respect when made or becomes false in any material respect before the Closing Date. If the City terminates this agreement under this Section 9, then the Authority shall pay all Incidental Expenses.
10. **Authority's Default.**
- (a) If the Authority defaults in the performance of this agreement, then the City may elect, at its discretion and in addition to any other rights or remedies provided by law or this agreement, to do either of the following:
 - (1) Terminate this agreement, and thereafter the parties will be released from all further liability under this agreement except that the Authority shall pay all unpaid Incidental Expenses.
 - (2) Specifically enforce the terms of this agreement in law or in equity.

- (b) The City's rights and remedies under this agreement, whether granted by law or otherwise, are cumulative and not exclusive, and the City may exercise any or all of those rights and remedies at any time. If the City elects to close this transaction notwithstanding the Authority's breach, then that election will not result in the City's waiver of the breach, and the Authority will remain liable to the City for the breach.

11. City's Default.

- (a) If the City fails to complete the purchase of the Property for any reason, then the Authority may terminate this agreement by giving written notice to the City and Escrow Holder.
- (d) If the Authority terminates this agreement under this Section 11, then—
- (1) the City shall pay all unpaid Incidental Expenses; and
 - (2) both parties will be released from any further liability under this agreement.

- 12. Notices.** Any notice or other communication under this agreement must be in writing and is considered properly given and effective only when mailed or delivered in the manner provided by this Section 12 to the persons identified below. A notice or other communication that is mailed is effective or considered to have been given on the third day after it is deposited in the U.S. Mail (certified mail and return receipt requested), addressed as set forth below, with postage prepaid. A notice or other communication sent in any other manner is effective or considered properly given when actually delivered. A party may change its address for these purposes by giving written notice of the change to the other party in the manner provided in this Section 12.

If to the City:

City of Sacramento
Real Estate Services
915 I Street, 2nd Floor
Sacramento, CA 95814
Attn: Supervisor, Real Estate Services
Section

If to the Authority:

Housing Authority of the City of
Sacramento
801 12th Street
Sacramento, CA 95814
Attn: Real Estate Department

- 13. Assignments.** A party may not assign or otherwise transfer this agreement or any interest in it without the other party's prior written consent, which the other party may withhold in its sole discretion. An assignment or other transfer made contrary to this Section 13 is void.
- 14. Binding Effect.** This agreement binds and inures to the benefit of the parties' successors and assigns.

15. **Time of Essence.** Time is of the essence in performing this agreement.
16. **Severability.** If a court with jurisdiction rules that any nonmaterial part of this agreement is invalid, unenforceable, or contrary to law or public policy, then the rest of this agreement remains valid and fully enforceable.
17. **Waiver.** A party's failure to insist on strict performance of this agreement or to exercise any right or remedy upon breach of this agreement is not a waiver of the performance, right, or remedy. A party's waiver of another party's breach of any provision in this agreement will not constitute a continuing waiver or a waiver of any later breach of the same or any other provision. A waiver is binding only if set forth in a writing signed by the waiving party.
18. **Interpretation.** This agreement is to be interpreted and applied in accordance with California law, except that that the rule of interpretation in California Civil Code section 1654 will not apply.
19. **Attorneys' fees.** The parties must bear their own costs and attorneys' fees incurred in connection with this agreement.
20. **No Third-Party Beneficiaries.** This agreement is solely for the benefit of the City and the Authority. It is not intended to benefit any third parties.
21. **Counterparts.** The parties may sign this agreement in counterparts, each of which is considered an original, but all of which constitute the same agreement. Facsimiles, pdfs, and photocopies of signature pages of the agreement have the same binding effect as originals.
22. **Integration and modification.** This agreement sets forth the parties' entire understanding regarding the matters set forth above and is intended to be their final, complete, and exclusive expression of those matters. It supersedes all prior or contemporaneous agreements, representations, and negotiations—written, oral, express, or implied—and may be modified only by another written agreement signed by both parties.
23. **Recording.** Either party may record this agreement in the Recorder's Office for Sacramento County.
24. **Authorization.** Each individual executing this agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this agreement and that the entity will be obligated to perform the terms of this agreement.

AUTHORITY: HOUSING AUTHORITY OF THE CITY OF SACRAMENTO a public body, corporate and politic By: _____ Print Name: <u>La Shelle Dozier</u> Title: <u>Executive Director</u> Dated: _____	CITY: CITY OF SACRAMENTO, a municipal corporation By: _____ Print Name: _____ Title: _____ Dated: _____
APPROVED AS TO FORM: _____ Authority Counsel	APPROVED AS TO FORM: _____ Deputy City Attorney

ATTEST:

 By: _____
 City Clerk

Dated: _____

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THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, CITY OF SACRAMENTO, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THE BLOCKS BOUNDED ON THE NORTH BY NORTH B STREET, THE SOUTH BY A STREET, THE WEST BY 13TH STREET AND THE EAST BY 15TH STREET IN THE CITY OF SACRAMENTO, ACCORDING TO THE OFFICIAL MAP THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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APN: 002-0041-088-0000

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NO TRANSFER TAX DUE per R&T Code 11822
(Grantee is a Government Agency)

STAMP ABOVE THIS LINE FOR RECORDERS USE

City RESS WOV	Locator	APN	City Agreement #
2444328	ANT-12510	002-0041-088	_____

GRANT DEED

HOUSING AUTHORITY OF THE CITY OF SACRAMENTO, a public body, corporate and politic,
hereby grant(s) to
CITY OF SACRAMENTO, a municipal corporation,
all that real property situated in the City of Sacramento, County of Sacramento, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

**Housing Authority of the City of Sacramento, a public
body, corporate and politic**

Dated: _____

By: _____
LA SHELLE DOZIER
Executive Director

"Approved as to form - City Attorney"

Exhibit C

Title exceptions that will not be removed
Items 1thru 3 paid current, 4, 5, 6, 7, 8, 9, & 10
as shown in Placer Title Company
preliminary title report # 407-12510, dated June 12, 2015



April 15, 2016

Sacramento Housing and
Redevelopment Commission
Sacramento, CA

Honorable Members in Session:

SUBJECT:

Authorize the Execution of a Professional Services Contract with Urban Strategies for the Twin Rivers/River District-Railyards Choice Neighborhoods Initiative

SUMMARY

The attached report is submitted to you for review and recommendation prior to consideration by the County of Sacramento.

RECOMMENDATION

Staff recommends approval of the recommendations outlined in this report.

Respectfully submitted,


LA SHELLE DOZIER
Executive Director

Attachment

**COUNTY OF SACRAMENTO
CALIFORNIA**

For the Agenda of:
April 26, 2016

To: Housing Authority of the County of Sacramento

From: Sacramento Housing and Redevelopment Agency (SHRA)

Subject: Authorize The Execution Of A Professional Services Contract With Urban Strategies For The Twin Rivers/River District-Railyards Choice Neighborhoods Initiative

Supervisory
District: Serna

Contact: Kyle Flood, Program Manager, 440-1311
Celia Yniguez, Management Analyst, 440-1350

Overview

On September 28, 2015, the United States Department of Housing and Urban Development (HUD) awarded the Housing Authority of the County of Sacramento (Housing Authority) a \$30 million Choice Neighborhoods Initiative (CNI) Implementation Grant. These funds will support implementation of the River District-Railyards Neighborhood Transformation Plan (NTP) to redevelop the Twin Rivers public housing community, provide exceptional community and neighborhood services, and revitalize the surrounding neighborhood. This report recommends authorization to execute a professional services contract with Urban Strategies Inc. to implement and lead the People component of Choice Neighborhoods Initiative by providing resident supportive services for seven years which is the duration of the grant.

Recommendations

Adopt a Housing Authority Resolution authorizing the Executive Director or her designee to:

1. Execute a professional services contract with Urban Strategies Inc. to provide resident supportive services in an amount not to exceed \$4,402,942 (provided as Attachment 1).
2. Make related findings.

Measures/Evaluation

The Neighborhood Transformation Plan places significant emphasis on data collection, measurement and evaluation. A variety of data will be assembled on a regular basis to evaluate progress on all aspects of implementation including housing, education, workforce development, health and the neighborhood indicators.

Fiscal Impact

The CNI Implementation application included a draft budget for activities to achieve the three core goals: Housing (\$20 million), People (\$4.5 million) and Neighborhood (\$4.5 million), and also for grant administration/evaluation. The execution of this contract is consistent with the grant budget.

BACKGROUND

The Twin Rivers public housing development is the oldest development in the Housing Authority of the County of Sacramento's (HACOS or Housing Authority) public housing inventory. Twin Rivers has existed as an isolated and disconnected community, cut off from the surrounding area by railroad tracks, levees and rivers, with limited connections via rail, road, or transit to other parts of the City.

On January 31, 2012, the U.S. Department of Housing and Urban Development (HUD) awarded the Housing Authority a \$300,000 Choice Neighborhoods Initiative (CNI) planning grant to develop a Neighborhood Transformation Plan (NTP) for the Twin Rivers area.

CNI focuses on improving severely distressed public housing and resident self-sufficiency and assisting with local jurisdictions' transformation of distressed neighborhoods into revitalized mixed-income neighborhoods. The CNI is comprised of three core goals:

1. Transforming distressed public and assisted housing into energy efficient, mixed-income housing that is physically and financially viable over the long-term.
2. Supporting positive outcomes for families who live in the target development(s) and the surrounding neighborhood, particularly outcomes related to residents' health, safety, employment, mobility, and education.
3. Transforming distressed, high-poverty neighborhoods into viable, mixed-income neighborhoods with access to exceptional community and neighborhood services, high quality public school and education programs, high quality early learning programs and services, public assets, public transportation, and improved access to jobs.

From January 2012 through December 2013, Housing Authority staff worked with a multitude of organizations, community groups, and Twin Rivers' public housing residents to craft the NTP. It is a comprehensive vision for neighborhood revitalization which recommends strategies to address the three core goals. The NTP guides the revitalization of the 218-unit Twin Rivers public housing site while simultaneously encouraging the transformation of the surrounding neighborhood with positive outcomes for families. In January 2014, staff began implementation of core components of the NTP along with a team which includes McCormack Baron Salazar as the Housing lead, Urban Strategies Inc. as the People Lead, and the City of Sacramento (City) as the Neighborhood lead.

On November 6, 2014, HUD issued the Choice Neighborhoods Notice of Funding Availability (NOFA) for Implementation Grants for Fiscal Years 2014 and 2015. In February 2015, HACOS as the lead applicant, and the City of Sacramento (City) as co-applicant, submitted an application. On September 28, 2015, HUD awarded one of five \$30,000,000 Implementation Grants to Sacramento. On December 15, 2015, the Housing Authority of the County of Sacramento authorized: 1) the execution of the HUD Choice Neighborhoods Grant Agreement, 2) amending the 2016 SHRA Budget to include the \$30,000,000 grant funds; and 3) allocation of the Choice Neighborhoods grant funds to the Twin Rivers - River District - Railyards Choice Neighborhood Initiative.

DISCUSSION

CNI Implementation Grant funds are leveraged by public and private resources to support communities with implementing their NTP to redevelop public housing, provide well-functioning services, and improve/revitalize the surrounding neighborhood. For Twin Rivers and the surrounding River District-Railyards, the NTP focuses revitalization of the site in a manner that capitalizes upon planned investments in the neighborhood and expands options for residents to live, work, and learn in a revitalized mixed-income and mixed-use environment rich with opportunities. The NTP sets forth a comprehensive blueprint of the neighborhood, housing, and people strategies essential to realize the collective vision for this pivotal community. This report focuses on the People component.

People Strategy

The People Strategy focuses on facilitating connections with all Twin Rivers' residents to the appropriate services and programs that address their individually-identified barriers to success. These services may include: higher educational achievement, gainful employment, physical well-being, independent living, and homeownership. Grounded in a case management approach, each Twin Rivers' resident will have a family development plan that identifies specific goals along with the action steps and support needed to achieve those goals.

Through a comprehensive service provider network, residents will be linked to existing programs. For services not delivered on-site, Twin Rivers' residents will be provided transportation assistance to access programs. For adults, a "Work First" approach will be adopted that focuses on transitional employment and job skills training with wrap-around support targeting health, mobility, and family support services. For youth, the program will be based on a dual generation model that focuses on school readiness for younger children and college/career preparation for older youth, all of which is supported by involvement from the child's immediate family network including parents, grandparents, and caregivers.

The contract with Urban Strategies includes the following elements:

- Community Engagement and Leadership Development: Public Housing Resident Association Leadership Training & Development, Monthly Community meetings, Neighborhood Association Development
- Program Support, Oversight and Guidance: Contract and program oversight and guidance; Data system quality assurance & training; Social Solutions data licensing fee for the LEARN system; Clinical supervision of case management team; Administrative costs for human resources, legal, office support and accounting.
- Project Management, Case Management and Other On-site Staffing (Full Time Equivalent): Project Manager .5 FTE, Case Manager 4 FTE, Education Liaison .5 FTE, Resident Outreach 1 FTE
- Travel and Indirect: Travel for leadership staff to Sacramento for program oversight, partner meetings and professional staff training
- Education Strategies Implementation: Access to Out-of-School Time academic support
- Employment Program Costs for Employment Barrier Removal, Employment Readiness

- Health and Safety Program: Health Educators, Health Specific Community Engagement
- Mobility, Homeownership and Asset Building Program Costs: Resident support
- Office Operations: Local office operations
- Endowment: Required by HUD to provide funds subsequent to the seven year grant period.

Urban Strategies

Urban Strategies, Inc. (Urban) led development of the People component during the NTP planning process. Additionally, Urban has extensive history with the CNI program. Urban was involved in the planning and implementation of revitalization efforts in cities nationwide, including three Choice Neighborhoods Initiative grants and ten HOPE VI sites. Founded in 1978, Urban led the People component of each project with deep expertise in community organizing, as well as a demonstrated track record in implementing a social service system that effectively responds to the needs of community residents. Urban's work is localized, partnership-intensive and emphasizes broad community and resident participation in program design, implementation, and evaluation. Using real time data, Urban will evaluate progress against goals and reshape program strategies as needed to achieve desired results. Working as an intermediary, Urban will coordinate developers, schools, hospitals and clinics, educational institutions, employers, community organizations, nonprofit service providers, and public sector agencies to address community priorities for revitalization.

COMMISSION ACTION

It is anticipated that, at its meeting of April 20, 2016, the Sacramento Housing and Redevelopment Commission will approve the staff recommendation for this item. Staff will notify the Board in the event this does not occur.

MEASURES/EVALUATIONS

The NTP contains significant emphasis on data collection, measurement and evaluation on an on-going basis. The CNI grant requires regular reporting on various indicators such as housing, demographics, education, health, neighborhood, and employment. For example, the number and percentage of youth involved in positive youth development activities and the number and percentage of residents working part and full time. All partners will work to share data and provide regular reports to be used to evaluate progress of efforts. The team is currently working with the University of California, Davis on a scope and agreement to assist with evaluation during the term of the grant.

FINANCIAL ANALYSIS

On December 15, 2015, the 2016 Sacramento Housing and Redevelopment Agency Budget was amended to include the \$30,000,000 grant funds and allocate the funds to the Twin Rivers - River District – Railyards Choice Neighborhood Initiative. A contract in the amount of \$97,058 was executed with Urban in March to establish an office at Twin Rivers and to initiate case management services. The Choice Neighborhoods total budget for People activities is \$4,500,000. The proposed contract amount with Urban Strategies is \$4,402,942

POLICY CONSIDERATIONS

HUD has approved a five-year Public Housing Authority Plan affirming Twin Rivers as a public housing development designated for demolition and/or disposition. The recommended action is also consistent with the County's commitment to the adopted Housing Authority Asset Repositioning Guidelines.

ENVIRONMENTAL REVIEW

California Environmental Quality Act (CEQA): Activities covered in the grant application and in furtherance of preparing the Neighborhood Transformation Plan are considered planning and feasibility studies which are statutorily exempt under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15262.

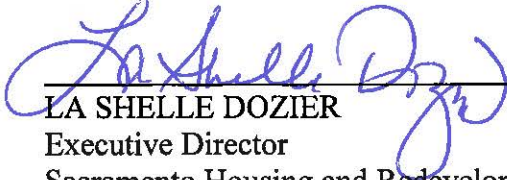
National Environmental Policy Act (NEPA): Activities covered in the grant application and in furtherance of preparing the Neighborhood Transformation Plan are considered studies, resource identification and the development of plans and strategies, and are exempt under NEPA per 24 CFR 58.34 (a)(1).

M/WBE/SECTION 3 AND FIRST SOURCE CONSIDERATIONS

Minority and Women's Business Enterprise requirements will be applied to all activities to the extent required by federal funding to maintain that federal funding. Section 3 requirements will be applied to the extent as may be applicable. Contractors involved in this program will be encouraged to use in the First Source Program for employment opportunities.

Authorize The Execution Of A Professional Services Contract With Urban Strategies For The
Twin Rivers/River District-Railyards Choice Neighborhoods Initiative
Page 6

Respectfully submitted,



LA SHELLE DOZIER
Executive Director
Sacramento Housing and Redevelopment Agency

APPROVED

NAVDEEP S. GILL
Interim County Executive

Attachments:

RES – Housing Authority Resolution

ATT 1 – Contract

RESOLUTION NO. _____

**ADOPTED BY THE HOUSING AUTHORITY OF THE
COUNTY OF SACRAMENTO**

ON DATE OF _____

**AUTHORIZATION TO EXECUTE A CONTRACT WITH URBAN STRATEGIES INC,
FOR SERVICES ASSOCIATED WITH THE TWIN RIVERS - RIVER DISTRICT-
RAILYARDS CHOICE NEIGHBORHOODS INITIATIVE AND ENVIRONMENTAL
FINDINGS**

WHEREAS, the Housing Authority of the County of Sacramento (Authority) was awarded a United States Department of Housing and Urban Development (HUD) Choice Neighborhoods Initiative (CNI) grant to develop a Neighborhood Transformation Plan (NTP) for the Twin Rivers – River District/Railyards Neighborhood; and

WHEREAS, the NTP was submitted to the Housing Authority of the County of Sacramento Board in December 2013 and to HUD in January 2014; and

WHEREAS, the Authority issued a Request for Qualifications (RFQ) to determine the most qualified developer to assist with activities related to the CNI program for the Twin Rivers – River District/Railyards neighborhood. On October 16, 2012 the Authority Board approved the selection of McCormack Baron Salazar as the Housing Lead for the Twin Rivers – River District/Railyards neighborhood and Urban Strategies as the People Lead; and

WHEREAS, on November 6, 2014, HUD issued the Choice Neighborhoods Notice of Funding Availability (NOFA) for Implementation Grants for the Fiscal Years 2014 and 2015. Implementation Grants are intended to assist communities with the NTP and to continue building the support necessary for the NTP to be successfully implemented; and

WHEREAS, on September 28, 2015, HUD awarded a \$30 million CNI Implementation Grant to implement the Twin Rivers-River District-Railyards Neighborhood Transformation Plan with the Housing Authority as lead Grantee, the City of Sacramento as Co-Grantee and Neighborhood Lead, McCormack Baron Salazar as the Housing Lead and Urban Strategies, Inc. as the People Lead; and

WHEREAS, on December 15, 2015, Housing Authority of the County of Sacramento authorized execution of the \$30 million CNI Implementation Grant Agreement for the Twin Rivers-River District-Railyards Neighborhood Transformation Plan with HUD; and

WHEREAS, activities covered in the grant application and in furtherance of preparing the Neighborhood Transformation Plan are considered planning and feasibility studies which are statutorily exempt under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15262; and .

WHEREAS, activities covered in the grant application and in furtherance of preparing the Neighborhood Transformation Plan are considered studies, resource identification and the development of plans and strategies, and are exempt under the National Environmental Policy Act (NEPA) per 24 CFR 58.34 (a)(1).

NOW, THEREFORE, BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO

Section 1: The above recitals, including the environmental recitals, are found to be true and correct and are hereby adopted.

Section 2: The Executive Director is authorized to enter into the Professional Services Contract with Urban Strategies Inc. to implement and lead the People component of the Choice Neighborhoods Initiative by providing resident supportive services in an amount not to exceed \$4,402,942 as set forth in Attachment 1.

Authorize The Execution Of A Professional Services Contract With Urban Strategies For The
Twin Rivers/River District-Railyards Choice Neighborhoods Initiative
Page 3

On a motion by Member _____, seconded by Member
_____, the foregoing Resolution was passed and adopted by the Housing
Authority of the County of Sacramento, California, this 26th day of April, 2016, by the following
vote, to wit:

AYES: Members,

NOES: Members,

ABSENT: Members,

ABSTAIN: Members,

RECUSAL: Members,
(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Housing Authority
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk

CONTRACT
For
TWIN RIVERS- RIVER DISTRICT RAILYARDS CHOICE
NEIGHBORHOODS TRANSFORMATION PLAN INITIATIVE
PEOPLE IMPLEMENTATION

Effective Date:

AS OF THE ABOVE-WRITTEN "EFFECTIVE DATE", AND IN CONSIDERATION OF THEIR MUTUAL OBLIGATIONS, THE AGENCY AND CONTRACTOR (DEFINED BELOW) ENTER INTO THIS "CONTRACT" AND AGREE AS FOLLOWS:

1. "Agency" is/are the following selected agency/agencies, which are public bodies, corporate and politic, and which has/have the address of 801 12th Street, Sacramento, California 95814:

SELECT	AGENCY
<input type="checkbox"/>	Housing Authority of the City of Sacramento
<input checked="" type="checkbox"/>	Housing Authority of the County of Sacramento
<input type="checkbox"/>	Sacramento Housing and Redevelopment Agency

2. "Contractor" and Contractor's name and address for its principal place of business are the following:

Name	Urban Strategies, Inc
Address	720 Olive Street, Suite 2600; St. Louis, MO 63101

Contractor is the following legal entity (select one):

<input type="checkbox"/> Sole Proprietor/Individual(s)	<input type="checkbox"/> Corporation	<input checked="" type="checkbox"/> Nonprofit Corporation	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Other: Local Government

Contractor is organized in (select one):

<input type="checkbox"/> California	
<input checked="" type="checkbox"/> in the following state and is licensed to do its business in California	Missouri

3. "Funding Source" is the source of funding that the Agency is using to pay the Contract payments. Contractor must comply with each and every requirement of the Funding Source. Agency will cooperate with Contractor in determining the applicable requirements of the Funding Source. The Funding Source is :

Funding Source	CFDA#	Award #	Award Year	Jurisdiction	Amount
Choice Neighborhoods Implementation Grant	14.889	CA9G007CNG114	2014/15	<input checked="" type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	\$4,402,942
				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	
				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	

4. "Attachments" for this Contract are the following, which are incorporated in this Contract as if included in full in the body of this document:

ATTACHMENT NO. CHECK APPLICABLE BOX	DESCRIPTION OF ATTACHMENT (Attachments marked N/A or stricken are not included)
	Contract Provisions (This Contract is <i>invalid</i> without the Contract Provisions attachment)
<input checked="" type="checkbox"/> yes #2 <input type="checkbox"/> no	Federal Requirements
<input checked="" type="checkbox"/> yes #3 <input type="checkbox"/> no	Personal Identifying Information
<input checked="" type="checkbox"/> yes #4 <input type="checkbox"/> no	CNI Application – Exhibit H: People Strategy
<input checked="" type="checkbox"/> yes #5 <input type="checkbox"/> no	Budget
<input checked="" type="checkbox"/> yes #6 <input type="checkbox"/> no	Non-Profit Subgrantee Certifications and Assurances: If there is a conflict with other contract documents, the Non-Profit Subgrantee Certifications and Assurance shall control.

Unless expressly stated otherwise, the Attachments shall supersede any provisions of this Contract with which they conflict.

5. "Scope of Work" for this Contract is the following [This contract is invalid unless this section is completed. In addition to the Scope of Work here, there may be a detailed Scope of Work attached if that attachment is written by the Agency and the attachment must be in the same form as the following table, including all categories and tasks.]:

"PERFORMING PARTY"	"TASK/OBLIGATION":	"DEADLINE"
Contractor	<i>Scope of work or summary of scope of work</i>	September 28, 2022
Contractor	Community Engagement and Leadership Development: Urban Strategies (US) provide Technical Assistance to Twin Rivers (TR) resident leadership, direct program costs for community engagement including monthly resident meetings, large community engagement activities (est. 2 per year) to be coordinated by TR residents. TR resident leadership training activities. <div style="text-align: right;">\$184,638</div>	September 28, 2022
Contractor	Program Support, Oversight and Guidance: 1) US staff time for data system training; 2) Social Solutions data licensing fee for the LEARN system; 3) Pro Rate US Central office supplies and direct office costs; 4) US Central office administrative support including staffing and direct costs for the following: human resources, legal, office support and accounting. 5) Executive level contract and program oversight, guidance, and coordination with development team and partners. Technical assistance with partners as needed. Development of fundraising plan to secure local public and philanthropic resources. <div style="text-align: right;">\$900,000</div>	September 28, 2022
Contractor	Project Management, On Site Case Management and Other On-site Staffing: US Project Manager (.5 FTE) oversight of People plan, reporting compliance, supervision of onsite staff, partnership development, and resource development. US Case Managers (4 FTE) for TR families. US Education Liaison (.5 FTE) to provide service connection support to TR families, partnership development with TRUSD and Youth Development Activities (afterschool/summer). US Resident Outreach Worker (1 FTE) to support onsite community engagement and resident leadership development. Employee Benefits and Taxes <div style="text-align: right;">\$1,677,458</div>	September 28, 2022

"PERFORMING PARTY"	"TASK/OBLIGATION":	"DEADLINE"
Contractor	Travel and Indirect: Travel for US Central office leadership staff to Sacramento for program oversight, partner meetings and professional staff training through September 2022. Travel for US onsite staff to attend professional development training. \$190,193	September 28, 2022
Contractor	Education Strategies Implementation: Improve access to Out-of-School Time training. \$215,547	September 28, 2022
Contractor	Employment Program Costs for Employment Barrier Removal, Employment Readiness - Accessing basic city services such as transportation to school or work; costs for employment related expenses such as labor union dues, union initiation fees and interview clothing; costs associated with educational expenses including books, uniforms and tuition. \$70,000	September 28, 2022
Contractor	Health and Safety Program: Costs for WEHL Health Educator stipends. Costs for large community engagement activities. \$24,150	September 28, 2022
Contractor	Mobility, Homeownership and Asset Bldg Program: Cost for asset building training, financial literacy, etc. \$25,000	September 28, 2022
Contractor	On-site Office Operations: US direct costs for purchasing and leasing of office equipment, purchasing of disposable office supplies, rent and utilities. \$115,956	September 28, 2022
Contractor	CSS Endowment \$1,000,000	September 28, 2022
	Total \$4,402,942	
Contractor	"COMPLETION DATE": The date for completion of all of Contractor's Tasks/Obligations under this Contract	December 31, 2022
Contractor	"BILLING DATE": Contractor must submit the final bill for all work under this Contract. Agency will not pay bills submitted after the Billing Date	January 1, 2023
Agency	"FINAL DATE": Agency must make final payment for all bills submitted in accordance with the terms of this Contract.	February 28, 2023

6. "Contract Price" is the maximum amount that the Agency is required to pay Contractor under this Contract. The Contract Price for this Contract is the following:

CONTRACT PRICE	\$4,402,942

7. "Payment Schedule" for this Contract, by which schedule Agency must make payments under this Contract, is following:

SELECT ONE	DATE, TIME PERIOD OR PERFORMANCE TO BE COMPLETED AS CONDITION OF PAYMENT	MAXIMUM AMOUNT OF PERIODIC PAYMENT:
	(Only one payment schedule is selected, the others not selected included):	
	Allowed Reimbursable Expenses	\$50,000
		\$

Contractor shall not be reimbursed for expenses that are not specifically included in the Payment Schedule. Notwithstanding any other provision, reimbursable travel expenses shall not exceed the rates allowed by the Internal Revenue Service Standard Mileage Reimbursement and shall not include expenses for travel within a forty-five (45) mile radius from the Agency's place of business. Notwithstanding any other provision, reimbursable expenses shall not include any pro-rated overhead costs and expenses, facsimile or telecopier charges, copying costs (unless extraordinary and approved in advance by the Agency), courier charges, local and long distance telephone charges, and ordinary office and business supplies.

8. "Special Provisions" are the following provisions or additional recitals, which are a part of the contract only if approved by Agency counsel as indicated by the accompanying initials.

SPECIAL PROVISION	AGENCY COUNSEL

THIS CONTRACT IS EXECUTED in Sacramento, California as of the date first above written.

AGENCY:
By:

CONTRACTOR:
By:

Name:		Name:	Sandra M. Moore
Title:		Title:	President
		Tax ID Number:	43-1141027

☐ Contractor must file a Conflict of Interest Statement with the Agency Clerk, unless this box is checked by the Agency signatory indicating that the Contractor is excluded from filing under the Agency Conflict of Interest Code.

CERTIFICATION OF AUTHORITY

I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute the attached document for Contractor in the capacity I have stated, and that such execution is sufficient to bind the Contractor. Executed in _____, California, on _____

Contractor's Signatory

Attachment 1 Contract Provisions

1. **CONTRACT CONTENTS, PRECEDENCE AND DEFINITIONS.** This Contract consists of this Contract document and all of the Attachments named in this Contract. Except for matters required by law or expressly stated otherwise, the provisions of the attachments supersede any provisions of the body of this Contract with which they conflict. Unless otherwise defined in this Attachment 1, capitalized terms shall have the definitions stated in this Contract.

2. **SCOPE OF WORK.** Notwithstanding the wording of the Scope of Work, unless a Task/Obligation is expressly described in the Scope of Work as one that is not mandatory, each Task/Obligation described in the Scope of Work is the mandatory obligation of the Performing Party, and it must be completed on or before its respective Deadline. As the context indicates the Task/Obligation must be performed at or delivered to the Location stated in the Scope of Work.

3. **CONTRACT TERM AND TIME OF PERFORMANCE.** The "Contract Term" shall begin on the date of this Contract and shall end at 5:00 p.m. on the Final Date or upon completion of all services, whichever shall first occur. The Final Date is the date for completion of all obligations of the parties under this Contract.

a) Certain of the Contract requirements, as expressly stated in this Contract, shall survive the completion or termination of this Contract.

b) The Contractor acknowledges that Contractor is not entitled to compensation for any work done or costs incurred prior to the date of this Contract or subsequent to the Completion Date. This contract cannot be revived, amended or extended by agreement made after the Final Date.

4. **COMPENSATION, REIMBURSEMENT AND METHOD OF PAYMENT.** Notwithstanding any other provision of this Contract, the parties agree that the total compensation and reimbursement for all services and expenses required during the term of this Contract shall not exceed the Contract Price. Agency shall pay the Contractor in the amounts and at the times specified in the Payment Schedule. Agency is not obligated to make any payment under this Contract for work Contractor has not yet performed or goods not delivered. Agency is not obligated to make any payment under this Contract for so long as Contractor is in material default of this Contract. Except as specified in writing in this Contract, Agency is not obligated or liable under this Contract to any party other than the Contractor.

5. **INSURANCE COVERAGE REQUIREMENTS.** During the Contract Term, Contractor must maintain the following insurance coverage from insurance providers licensed to do business in California and having an industry rating that is reasonably acceptable to Agency. Failure to maintain the required insurance is a material breach of this Contract. Before beginning any work under this Contract, Contractor must provide Agency with certificates of insurance or copies of the insurance policies demonstrating the required coverage, and the required endorsements naming Agency as an additional insured. Contractor must assure that such certificates and endorsements are in a form reasonably acceptable to the Agency and reflect fulfillment of all of the requirements of this Contract. Contractor must assure that the coverage afforded under the policies can only be canceled after thirty (30) days prior written notice to the Agency of the pending cancellation. Contractor must mark such notice to the attention of the Agency's Procurement Services Office at the following address:

SACRAMENTO HOUSING & REDEVELOPMENT AGENCY
801 12th Street – Procurement Services (PS)
Sacramento, California 95814

a) The required insurance coverage is the following: (i) Two Million Dollars (\$2,000,000) or more of comprehensive general liability coverage including, without limitation, coverage for contractual liability, public liability and property damage and having a deductible of Twenty-five Thousand Dollars (\$25,000) or less; (ii) if motor vehicles are used in connection with this Contract, Three Hundred Thousand Dollars (\$300,000) or more of automobile liability coverage having a deductible of Five Thousand Dollars (\$5,000) or less; and statutory limits or more of workers compensation coverage for all employees of Contractor and all others doing Contract work. The policies shall be endorsed to name the Agency as an additional insured. The insurance afforded to such additional insured shall apply to the fullest extent permitted by law and shall be at least as broad as as the afforded to the named insured.

b) Cancellation: Contractor will provide the Agency with the cancellation clause and/or any amendatory endorsements that modify or change the policy cancellation clause of the insurance policies in force. It is the Contractor's responsibility to notify the Agency of any notice of cancellation, non-renewal or non-payment of premium in accordance with your policy provisions. In the event insurance is cancelled or not renewed, the Contractor shall notify the Agency within forty eight (48) hours of such cancellation or non-renewal.

Contractor's Initials

c) Contractor is in material breach of this Contract for so long as Contractor fails to maintain all of the required insurance. Agency has the right, but not the obligation, to pay any delinquent insurance premiums and any other charges to reinstate or maintain the required insurance policies and coverage. Upon Agency's demand, Contractor must immediately reimburse Agency for any and all costs incurred by Agency in so obtaining or maintaining insurance. If Agency does incur such costs, Agency shall have the right to withhold such amount from any payment due to Contractor under this Contract and to reduce the compensation payable to Contractor under this Contract by such amount.

6. BILLING PROCEDURES AND CONDITIONS. Agency must make the payments due under this Contract, as provided in Part I, subject to the following provisions.

a) Agency must pay the Contract Price to Contractor for performance of Contractor's obligations under this Agreement, or so much of the Contract Price as may be due for services actually performed and materials actually supplied by Contractor under this Contract. Agency must make such payments within thirty (30) days following delivery by Contractor to Agency of invoices stating the amount then due and specifying the services performed for which payment is due. Agency is not required to make such payment more frequently than specified as the Time for Payment. Contractor will not be paid for expenses or overhead as separate items of cost unless such items are specifically listed in the Payment Schedule, and then not to exceed the amounts so provided. In any event, Agency is not required to pay Contractor a total amount for goods, services and expenses which exceed the Contract Price.

b) Contractor may make requests for payment, after the Completion Date and through the Billing Date, for services performed or materials provided to the Contract work on or before the Completion Date. The Agency shall make payments due under this Contract on or before the Final Date.

c) As a condition for payment, Contractor must submit billing statements, in ~~duplicate~~ electronic PDF form via email, not less than ten (10) business days before the date of a requested payment. Such billing statements shall specify the dates on which the work was performed; the nature of the work performed; the percentage of the total work performed; the name of the individual performing each element of the work; the respective hourly billing rates; a list of all expenses for which reimbursement is sought; and the requested payment date.

d) Within ten (10) days following a written request received from Agency, Contractor must provide a bill to Agency for all work done as of the request date. Agency is entitled to make similar requests at intervals of not less than thirty (30) days following the initial request.

7. INDEMNIFICATION. Except to extent of active negligence, willful misconduct or gross negligence on the part of Agency, Contractor shall indemnify, save harmless and defend, to the fullest extent permitted by law, the Housing Authority of the City of Sacramento, the Housing Authority of the County of Sacramento, the Sacramento Housing and Redevelopment Agency, the City of Sacramento and the County of Sacramento, their respective officers, directors, commissioners, advisory committee members, agents, and employees from liability, claims, demands, attorney's fees or litigation and related costs, including without limitation, court costs and investigator, witness, arbitrator and mediator fees, for any injury or damages to persons or property resulting from Contractor's prosecution of work under the Contract, or otherwise related to this Contract, whether caused, in whole or part, by an intentional act, negligent act or omission by Contractor, its officers, employees, or agents.

8. NO WAIVER OF RIGHTS AND REMEDIES. Agency's failure, at any time, to object to any breach of covenant or obligation, to any failure of performance, or to any other default on the part of the Contractor shall not constitute a continuing waiver of subsequent breaches or defaults. Agency's making of any payment to the Contractor shall not, under any circumstances, be considered as a waiver by Agency. Agency's making of any payment while any breach or

default by Contractor exists shall in no way impair any right or remedy available to Agency related to such breach or default, including without limitation, the right to withhold future payments.

9. HIRING OF OTHERS. Unless consultants, specialists, experts or other third parties are listed in the Scope of Work, Contractor must not employ any of them or incur any obligation to pay any of them for services performed under this Contract without the prior written approval of Agency. Agency's written approval shall not create any obligation of the Agency with regard to any such third party. Contractor has no authority to, and must not purport to, employ, hire or contract with any such third party as agent of the Agency or otherwise on behalf of Agency.

10. TERMINATION OF CONTRACT FOR CAUSE. If either party fails to fulfill its obligations under this Contract in a timely and proper manner or violates any of the covenants, agreements, or stipulations of this Contract, and if such failure or violation is material and substantial, the other party shall have the right to terminate this Contract by written notice to the defaulting party.

a) If Contractor defaults and Agency terminates the Contract, all finished or unfinished work, products, documents, electronic media, data, studies, artwork, renderings, models, software programs, and reports prepared by Contractor under this Contract shall, at the option of Agency, become property of the Agency, upon payment to Contractor of just and equitable compensation for such work which is completed and which is reasonably satisfactory to Agency. Agency's exercise of its option to own such properties does not relieve Contractor of liability to Agency for damages on account of Contractor's default, and Agency may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due Agency from Contractor is determined.

b) If Agency defaults and Contractor terminates the Contract, upon Contractor's submission of the billings and receipts required by this Contract, Agency must pay to Contractor an amount which bears the same ratio to the total compensation under this Contract as the services actually performed by Contractor bear to the total services of Contractor covered by this Contract, less payments of compensation previously made. (By way of example if the work is eighty percent complete, Agency must pay eighty percent of the compensation less any amounts previously paid for the work.) In addition, Agency must reimburse Contractor for all unreimbursed expenses that are reimbursable under this Contract upon Contractor's submission of the billings and receipts required by this Contract for reimbursement. If less than fifty percent (50%) of the services covered by this Contract have been performed as of the termination date, Agency must also pay Contractor for that portion of the actual out-of-pocket expenses incurred by Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

11. TERMINATION FOR CONVENIENCE OF AGENCY. Agency may terminate this Contract, at any time and without cause, by a notice in writing from Agency to Contractor. Upon such termination, Agency must pay Contractor the same amounts as Agency would have paid under Section 10.b) as a termination for Agency default.

12. CHANGES. Agency may, from time to time, request changes in the Scope of Work to be performed by Contractor. Such changes, including any increase or decrease in Contractor's compensation, must be by written amendment to this Contract executed in advance by Agency and Contractor.

13. PERSONNEL, FACILITIES AND EQUIPMENT. Contractor represents that he has, or will, secure at his own expense all personnel, facilities and equipment required in performing the services under this Contract. Such personnel must not be Agency employees or have any contractual relationship with Agency, except with Agency's prior written approval.

a) All the services required under this Contract will be performed by Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

b) No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

14. SUBCONTRACTING. Contractor must not enter into any subcontract for performance of the services covered by this Contract without the prior written consent of Agency. In any event, Contractor shall be as fully responsible to Agency for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. In any event, Contractor must insert in each

subcontract appropriate provisions requiring compliance with the labor standards provisions, insurance and other relevant provisions of this contract.

15. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. During the performance of this Contract, Contractor agrees as follows:

a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Agency setting forth the provisions of this nondiscrimination clause.

b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

16. ECONOMIC OPPORTUNITY EMPLOYMENT REQUIREMENTS. The following is applicable to all contracts related to the project which is the subject of this Contract.

i. The work to be performed under this Contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

ii. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract.

iii. The contract requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area.

iv. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

v. Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Employment Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

vi. Contractor will include this Employment Clause in every subcontract for work in connection with the project.

vii. Each Contractor or subcontractor undertaking work in connection with a Section 3 covered project must fulfill his obligation to utilize lower income project area residents as employees to the greatest extent feasible by:

(1) Identifying the number of positions in the various occupational categories including skilled, semi-skilled, and unskilled labor, needed to perform each phase of the Section 3 covered project;

(2) Identifying the positions described in Paragraph (1) of this Section, the number of positions in the various occupational categories which are currently occupied by regular, permanent employees;

- (3) Identifying the positions described in Paragraph (1) of this Section, the number of positions in the various occupational categories which are not currently occupied by regular permanent employees;
- (4) Establishing the positions described in Paragraph (3) of this Section, a goal which is consistent with the purpose of this subpart within each occupational category of the number of positions to be filled by lower income residents of the Section 3 covered project area; and
- (5) Making a good faith effort to fill all of the positions identified in Paragraph (4) of this Section with lower income project area residents, first and foremost, through the First Source Program.
- (6) Making a good faith effort to fill of the positions identified in Paragraph (4) of this Section with lower income project area residents.

17. INTERESTS OF OFFICIALS. No member of the governing body of Agency, and no other officer, employee or agent of Agency who exercises any functions or responsibilities in connection with the carrying out of the project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract. No member of the governing body of the locality in which the project is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract. If federal funds are expended by the Agency for this Contract, no member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit arising from this Contract. Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in any portion of the project to which this Contract pertains, or any other interest which would conflict in any manner or degree with the performance of his services under this Contract. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by Contractor.

18. CONFLICTS OF INTEREST STATEMENT. Contractor shall, upon Agency request, complete and submit a conflict of interest statement to the Agency in form approved by the Agency.

19. MONITORING AND REPORTING. Agency may monitor the adequacy of Contractor's performance in any manner which Agency deems most effective. Contractor must cooperate with Agency in such monitoring. If requested by the Agency staff, in writing, Contractor must provide Agency with detailed reports outlining the most current status involving all Agency activities and projects being handled by Contractor. Such reports may be required no more often than monthly. Agency shall have the right to audit such reports, including the right to review all records of Contractor related to such reports.

20. OWNERSHIP OF PROFESSIONAL AND TECHNICAL INFORMATION. All professional and technical information, in the form of original designs, drawings, data, computations, specifications, report texts, estimates, writings, artwork, renderings, models, software programs, and any other material, data and information collected or developed in connection with the work under this Contract, and all original documents shall be forwarded to and become the sole property of Agency. Neither Contractor nor any of its associates or consultants shall have any rights or interest in such information, documents and material. Contractor and its associates and consultants may retain such copies or reproductions, at their expense, of the original documents as necessary for their files, records and reference. The parties understand and agree that such professional and technical information as described in this section does not include the performance management system developed by Contractor known as LEARN, that will be used to track participant information for the Choice Neighborhoods Initiative People Strategy Implementation. Contractor retains all rights to the LEARN performance management system upon termination of this Contract.

21. NO INTELLECTUAL PROPERTY RIGHTS OR ARTIST'S RIGHTS IN CONTRACT WORK. In any event, without the prior written approval of the Agency, Contractor and any person or entity acting on behalf of Contractor shall not obtain nor have, and expressly waives, any rights, in law or in equity, in any intellectual property developed in furtherance of this Agreement, including without limitation, copyright, trademark, service mark, patent or rights of an artist in a work of art. Artists preparing any artwork under this Agreement waive any rights to notice or to take any action regarding the use, removal, relocation or destruction of any artwork so prepared. Contractor represents and acknowledges that Contractor has or shall obtain such waivers in writing for all persons or entities doing work under this Agreement. The parties understand and agree that such intellectual property as described in this section

does not include the performance management system developed by Contractor known as LEARN, that will be used to track participant information for the Choice Neighborhoods Initiative People Strategy Implementation. Contractor retains all rights to the LEARN performance management system upon termination of this Contract.

22. **COMPLIANCE WITH LAWS.** Contractor must comply with all applicable laws, ordinances and codes of the federal, state and local governments, and must commit no trespass on any public or private property in performing any of the work embraced by this Contract.

23. **CHILD SUPPORT COMPLIANCE ACT.** If this Agreement is in amount that exceeds \$100,000, then following is acknowledged and agreed to by the Contractor: (1) Contractor recognizes the importance of child and family support and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8

(commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and (2) contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry, maintained by the California Employment Development Department.

24. **ASSIGNABILITY.** Contractor is prohibited from assigning and waives all rights to assign or transfer any interest in this Contract without the prior written approval of Agency. Any purported assignment of any of Contractor's rights and obligations under this Contract without the prior written consent of the Agency is a breach of this Contract.

25. **AGENCY COOPERATION.** Agency will reasonably cooperate with Contractor regarding this Contract. As and when requested by Contractor, Agency will furnish to Contractor any and all pertinent information which Agency may possess during the time of performance of Contractor's duties under this Contract.

26. **CONFIDENTIALITY.** All information prepared or assembled by the Contractor under this Contract is confidential. Contractor must not make this information available to any individual or organization without the prior written approval of Agency. Contractor must immediately forward to Agency all requests for information related to this Contract made by a third party to Contractor. Contractor must not disclose or permit the disclosure of any confidential information of the Agency, except to its agents, employees and other consultants, approved by Agency, who need such confidential information for the proper performance of their duties related to this Contract or on behalf of the Agency.

27. **CONTRACTOR'S STATUS.** Contractor for all purposes under this Agreement is an independent Contractor and must maintain any and all licenses required by law for the performance of Contractor's obligations under this Contract. Except as expressly stated in this Contract, Agency is prohibited from directing the methods of Contractor's work under this Contract, requiring Contractor's use of an Agency office for Contractor's performance or setting regular working hours for Contractor or Contractor's employees.

28. **CONTRACT CONSTRUCTION AND ENFORCEABILITY.** The existence, validity, construction and operation of this Contract, and all its representations, terms and conditions shall conform to the laws of the State of California, exclusive of its conflicts of law rules. Throughout this contract, the use of singular and plural forms, or the various gender forms, shall each include the other as the context may indicate. If any provision of this Contract is held in whole or in part to be unenforceable for any reason, the remainder of that provision and the entire Contract will be severable and remain in effect.

29. **NOTICES.** Any notices, bills, invoices, or reports required by this Contract shall be sufficient if sent by the parties in the United States mail, postage paid, to the address of the other party as indicated in this Contract.

30. **ENTIRE CONTRACT.** This Contract contains the entire agreement of the parties. No other agreement, statement or promise made on or before the date of this Contract will be binding on the parties. No changes to this Contract are valid unless they are made by written amendment duly executed by the parties.

31. **VENUE.** Unless otherwise agreed in writing by the parties, the venue for all actions related to this Contract is Sacramento County, California.

7/14

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ATTACHMENT 2

FEDERAL REQUIREMENTS

The following provisions shall be applicable to this Agreement and binding on Contractor and Agency only if all or part of the funds to be paid for work performed under this Agreement are provided by the United States Department of Housing and Urban Development (other than Community Development Block Grant funds) or some other funding program of the federal government. In the event of a dispute as to the applicability of any of the following provisions to Contractor's work under this Contract, Agency's decisions shall be final.

1. ANTI-KICKBACK RULES. Monthly, or more often, Contractor must, without condition, pay the salaries of architects, draftsmen, technical engineers and technicians performing work under this Contract. Such payments shall be made without deduction or rebate, excepting only such payroll deductions as are mandatory by law or permitted by applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1937 (Title 18 U.S.C., Section 874). Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors with such regulations. Contractor shall be responsible for the submission of affidavits required of subcontractors under this Contract, except for such variations or exemptions as the Secretary of Labor may specifically allow.

2. WORK HOURS. Contractor must comply with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§3701-3708) and must cooperate with Agency in implementing and enforcing the provisions of such Act. Among other requirements of the act, Contractor must pay not less than one and one-half times the basic rate of pay for the work of Contractor's employee in excess of eight hours in one day or forty hours in one week, in the performance of this Contract. Contractor must insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance with such Act. Contractor must meet and cooperate with Agency's Labor Compliance officer to assure compliance with such Act.

3. WITHHOLDING OF SALARIES. If, in the performance of this Contract, there is any underpayment of salaries by Contractor or by any subcontractor, Agency must withhold from Contractor out of payments due to him any amount sufficient to pay employees underpaid the difference between the salaries required under this Contract to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by Agency for and on account of Contractor or subcontractor to the respective employees to whom they are due.

4. CLAIMS AND DISPUTES PERTAINING TO SALARY RATES. Claims and disputes pertaining to salary rates or to classification of architects, draftsmen, technical engineers and technicians performing work under this Contract must be promptly reported in writing by Contractor to Agency for the latter's decision which shall be final with respect thereto.

5. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.

i. Contractor will send to each labor union or representative of workers with whom he has a collective bargaining agreement or other contract or understanding, a notice to be provided by Agency, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

ii. Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

iii. Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by Agency and the Secretary of

Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. ECONOMIC OPPORTUNITY EMPLOYMENT REQUIREMENTS. The following is applicable to all contracts related to the project which is the subject of this Contract.

i. The work to be performed under this Contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

ii. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract.

iii. The contract requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area.

iv. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

v. Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Employment Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

vi. Contractor will include this Employment Clause in every subcontract for work in connection with the project.

vii. Each Contractor or subcontractor undertaking work in connection with a Section 3 covered project must fulfill its obligation to utilize lower income project area residents as employees to the greatest extent feasible by:

(1) Identifying the number of positions in the various occupational categories including skilled, semi-skilled, and unskilled labor, needed to perform each phase of the Section 3 covered project;

(2) Identifying the positions described in Paragraph (1) of this Section, the number of positions in the various occupational categories which are currently occupied by regular, permanent employees;

(3) Identifying the positions described in Paragraph (1) of this Section, the number of positions in the various occupational categories which are not currently occupied by regular permanent employees;

(4) Establishing the positions described in Paragraph (3) of this Section, a goal which is consistent with the purpose of this subpart within each occupational category of the number of positions to be filled by lower income residents of the Section 3 covered project area; and

(5) Making a good faith effort to fill all of the positions identified in Paragraph (4) of this Section with lower income project area residents, first and foremost, through the First Source Program.

(6) Making a good faith effort to fill of the positions identified in Paragraph (4) of this Section with lower income project area residents.

7. DAVIS-BACON ACT. Unless expressly indicated otherwise in this Contract, if this Contract is for construction, alteration, or repair (including painting and decorating) of public buildings or public works, Contractor must comply with the provisions of the Davis-Bacon Act (40 U.S.C. 3142) and all rules, regulations and orders promulgated under said Act. Among other provisions, said act establishes minimum wages and fringe benefits; prohibits deductions or rebates from payments; provides for the withholding of funds to assure compliance with wage provisions; and provides for the termination of this Contract and debarment of the Contractor for failure so to comply.

8. CONFLICT OF INTEREST. No member, officer or any employee of Contractor, or its designees or agents, who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have an interest, direct or indirect, in any contract or its proceeds, for work to be performed in connection with the program assisted under this Contract. Contractor must incorporate, or cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

9. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable to his employer under this Contract.

10. RECORDS. Contractor must keep all necessary books and records, including loan documentation and financial records, in connection with the operation and services performed under this Agreement, in accordance with the provisions of OMB Circular No. A-102 Attachment G (as amended), and must document all transactions as Agency may properly audit all expenditures made pursuant to this Contract. Contractor must maintain and preserve all records related to this Contract in its possession for a period of three (3) years from the effective date of this Contract, unless otherwise directed by Agency. All books, records and accounts kept by Contractor in connection with the performance of this Contract shall be made available for inspection by representatives of the federal government and/or Agency staff as required to monitor or audit the program.

11. DRUG FREE WORKPLACE. Contractor must comply with the Drug-Free Workplace Act of 1988 (final rule published on May 25, 1990) and Agency's policies and rules promulgated under the Act. Contractor must obtain such policies and rules from the Agency

12. OTHER FEDERAL REQUIREMENTS. Agency must provide Contractor with all relevant program information regarding the federal programs having jurisdiction over this Contract. Agency must assist Contractor in the interpretation of the requirements of such programs. Contractor shall be considered to be familiar with the requirements of such programs and shall comply with such requirements.

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INVESTING IN COMMUNITIES

Attachment 3

Sacramento Housing and Redevelopment Agency

And

Contractor: _____

Contract Confidentiality Requirement

Protecting Personally Identifying Information

The Sacramento Housing and Redevelopment Agency (SHRA) is federally funded and subject to the requirements of the federal Privacy Act of 1974 and various California statutes protecting privacy including the California State Constitution. Any contractor, vendor, business or person conducting business with SHRA, and has access to personally identifying information, is required to meet the standards outlined in the Privacy Act, and any Public and Indian Housing (PIH) Notice issued by the U. S. Department of Housing and Urban Development which is the regulating Agency of SHRA and all applicable state laws.

This document is an attachment to the contract effective _____ between SHRA and _____, (herein referred to as "Contractor"). This document spells out the requirements that must be met by the "Contractor," its sub-vendors, its employees, associates and persons who will have access to the Personally Identifying Information (PII) of a person who is/was an applicant to, current or former participant of any Housing Authority programs, or any current, past or future employee of SHRA.

DEFINITIONS:

Personally Identifying Information:

PIH Notice 2014-10 Privacy Protection Guidance for Third Parties: PII is defined as:

i) "... information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc."

ii) Sensitive Personally Identifiable Information. PII that when lost, compromised or disclosed without authorization could substantially harm an individual. Examples of sensitive PII include

social security or driver's license numbers, medical records, and financial account numbers such as credit or debit card numbers.

Privacy Act:

In accord with the Department of Justice, "The Privacy Act of 1974, 5 U.S.C. § 552a, establishes a code of fair information practices that governs the collection, maintenance, use, and dissemination of information about individuals that is maintained in systems of records by federal agencies. A system of records is a group of records under the control of an agency from which information is retrieved by the name of the individual or by some identifier assigned to the individual. The Privacy Act requires that agencies give the public notice of their systems of records by publication in the Federal Register. The Privacy Act prohibits the disclosure of a record about an individual from a system of records absent the written consent of the individual, unless the disclosure is pursuant to one of twelve statutory exceptions. The Act also provides individuals with a means by which to seek access to and amendment of their records, and sets forth various agency record-keeping requirements.

BASIC REQUIREMENTS:

The "Contractor" agrees to:

1. Comply with the requirements of the Privacy Act of 1974 and the requirement to protect PII as quoted from PIH Notice 2014-10 (and any subsequent PIH notices related to protecting PII that are released)
2. Impose the requirements of the Privacy Act of 1974 and PIH Notice 2014 and any subsequent notices on all of its employees, associates and persons who will have access to PII of a person who is/was an applicant, current or former participant of any Housing Authority programs, or any current, past or future employee of SHRA.
3. Participate in an initial and annual PII training to be conducted by SHRA or its assignee as a condition of the contract.
4. Immediately inform SHRA by phone AND through written notification when any section of this contract has been violated. Written notification must be sent to the appropriate Director and Program Manager for the program, and may be submitted by email.

CONTRACTOR'S AGREEMENT:

The "Contractor" agrees to:

i) Limit Collection of PII

(1) Not collect or maintain sensitive PII without proper authorization. Collect only the PII that is needed for the purposes for which it is collected.

ii) Manage Access to Sensitive PII

(1) Only share or discuss sensitive PII with those personnel who have a need to know for purposes of their work. Challenge anyone who asks for “ access to sensitive PII for which you are responsible.

(2) Do not distribute or release sensitive PII to other employees, contractors, or other third parties unless you are first convinced that the release is authorized, proper and necessary.

(3) When discussing sensitive PII on the telephone, confirm that you are speaking to the right person before discussing the information and inform him/her that the discussion will include sensitive PII.

(4) Never leave messages containing sensitive PII on voicemail.

(5) Avoid discussing sensitive PII if there are unauthorized personnel, contractors, or guests in the adjacent cubicles, rooms, or hallways who may overhear your conversations.

(6) Hold meetings in a secure space (i.e., no unauthorized access or eavesdropping possible) if sensitive PII will be discussed and ensure that the room is secured after the meeting.

(7) Treat notes and minutes from such meetings as confidential unless you can verify that they do not contain sensitive PII.

(8) Record the date, time, place, subject, chairperson, and attendees at any meeting involving sensitive PII.

iii) Protect Hard Copy and Electronic Files Containing Sensitive PII

(1) Clearly label all files containing sensitive PII by placing appropriate physical labels on all documents, removable media such as thumb drives, information systems, and application. Examples of appropriate labels might include —For Official Use Only || or —For (Name of Individual/Program Office) Use Only. ||

(2) Lock up all hard copy files containing sensitive PII in secured file cabinets and do not leave unattended.

(3) Protect all media (e.g., thumb drives, CDs, etc.,) that contain sensitive PII and do not leave unattended. This information should be maintained either in secured file cabinets or in computers that have been secured.

(4) Keep accurate records of where PII is stored, used, and maintained.

(5) Periodically audit all sensitive PII holdings to make sure that all such information can be readily located.

(6) Secure digital copies of files containing sensitive PII. Protections include encryption, implementing enhanced authentication mechanisms such as two- factor authentication and limiting the number of people allowed access to the files.

(7) Store sensitive PII only on workstations that can be secured, such as workstations located in areas that have restricted physical access.

iv) Protecting Electronic Transmissions of Sensitive PII via fax, email, etc.

(1) When faxing sensitive PII, use the date stamp function, confirm the fax number, verify that the intended recipient is available, and confirm that he/she has received the fax. Ensure that none of the transmission is stored in memory on the fax machine, that the fax is in a controlled area, and that all paper waste is disposed of properly (e.g., shredded). When possible, use a fax machine that uses a secure transmission line.

(2) Before faxing PII, coordinate with the recipient so that the PII will not be left unattended on the receiving end.

(3) When faxing sensitive PII, use only individually-controlled fax machines, not central receiving centers.

(4) Do not transmit sensitive PII via an unsecured information system (e.g., electronic mail, Internet, or electronic bulletin board) without first encrypting the information.

(5) When sending sensitive PII via email, make sure both the message and any attachments are encrypted.

(6) Do not place PII on shared drives, multi-access calendars, the Intranet, or the Internet.

v) Protecting Hard Copy Transmissions of Files Containing Sensitive PII

(1) Do not remove records about individuals with sensitive PII from facilities where SHRA information is authorized to be stored and used unless approval is first obtained from a supervisor. Sufficient justification, as well as evidence of information security, must be presented.

(2) Do not use interoffice or translucent envelopes to mail sensitive PII. Use sealable opaque solid envelopes. Mark the envelope to the person's attention.

(3) Do not allow employees, associates or persons to take PII documents home, but must return to the office of the "Contractor" or its Assignee

(4) When out in the field, PII information must be stored in the trunk

(5) PII Information must not be left in a car overnight.

(6) If any PII information must be transported by any mode of transportation, the PII information is secured and locked in the trunk of the vehicle or locked in a van. Files transported with PII information from the vehicle to the building must be in a sealed envelope or box. If information is being carried by a person it must be placed in a locked box.

(7) When using the U.S. postal service to deliver information with sensitive PII, double- wrap the documents (e.g., use two envelopes – one inside the other) and mark only the inside envelope as confidential with the statement —To Be Opened By Addressee Only.

vi) Records Management, Retention and Disposition

(1) Follow records management laws, regulations, and policies applicable within your jurisdiction.

(2) Ensure all of the ‘Contractor’s’ locations and all entities acting on behalf of the “Contractor” are managing records in accordance with applicable laws, regulations, and policies.

(3) Include records management practices as part of any scheduled oversight protocols.

(4) Do not maintain records longer than required.

(5) Destroy records after retention requirements are met.

(6) Dispose of sensitive PII appropriately – use cross-cut shredders or burn bags for hard copy records and permanently erase (not just delete) electronic records.

(7) The “Contractor should ensure that all of its employees, associates and persons who will have access to PII are familiar with reporting procedures.

vii) Promptly report all suspected compromises of sensitive PII related to the appropriate Director and Program Manager by phone AND in writing

PENALTIES FOR NON-COMPLIANCE:

SHRA Penalties: The contract to which this document is attached is subject to termination due to non-compliance or violation of either the Federal Privacy Act; the verified disclosure of PII or the failure to meet any of the requirements by the “Contractor” its employees, associates or persons within its agency. SHRA shall notify the “Contractor” in writing with at least 30 days notice of the contract termination

Civil Penalties: An individual can be held personally liable and may be fined up to \$5,000 for each offense, or imprisoned up to five years or both for failing to comply with the regulations governing the use and unauthorized access to PII.

ACKNOWLEDGEMENT AND ACCEPTANCE:

I acknowledge all of the terms listed within this document and accept all of the requirements stated herein.

Contractor Name

Contractor's Signature

Date signed by Contractor

Ref: Contract effective: _____

CNI Application – Exhibit H: PEOPLE STRATEGY

As the People Implementation Entity (PIE), Urban Strategies (Urban) will lead the implementation of all aspects of the People component of the River District/Railyards Neighborhood Transformation Plan. This Plan responds to the specific needs of Twin Rivers (TR) public housing residents and residents of the greater River District/Railyards (RDR) neighborhood with a results-driven supportive services plan to improve outcomes related to health, education, economic self-sufficiency, and civic engagement. The People Strategy focuses on four areas: (1) helping adults attain jobs in growth industries; (2) improving the health of residents; (3) creating a pipeline of early education and schools focused on educational excellence; and (4) increasing TR residents' involvement in the community through civic leadership. Urban will serve as the coordinator with anchor, education, and service provider partners to implement the comprehensive, results-driven People Plan based on a detailed resident needs assessment and other primary data. Outcomes will be achieved by leveraging proven and innovative programs provided by People program partners, coordinated and tracked by case management provided by Urban, and monitored against the People Plan. Urban, with the support of the Housing Authority of the County of Sacramento (HACOS), has secured financial commitments from multiple public and private partners in support of a sustainable People Strategy. The 15% portion of the CNI grant for People leverages more than \$18m in committed funding and in-kind services.

Resident Needs Assessment

The People Plan is based in large part on data secured directly from residents, including surveys conducted with TR households. Responses to the comprehensive household survey conducted by LPC Consulting Associates, Inc., in which 181 of 218 TR households (83%) participated, were a critical source of information used to understand baseline characteristics, define housing and human capital priorities, and identify relevant metrics to measure progress towards meeting People Plan goals. The household survey identified the needs and concerns of the entire family. It explored residents' access to early childhood development programming; youth out-of-school time recreational and educational programming; career aspirations and job training needs of adults; resident interest in post-secondary education; and also investigated community health-related needs and service gaps.

To fully understand conditions and needs of the neighborhood, Urban also analyzed a variety of primary and secondary data sources, including: interviews with residents and local community-based organizations; information gathered in resident focus groups and community meetings; Twin Rivers Unified School District (TRUSD) data; provider focus groups; and the Sacramento Works Inc. Workforce Investment Board's Five-Year Workforce Investment Plan. Urban also analyzed demographic data (obtained from property management and other City and federal sources) for the TR residents. The surrounding neighborhood contains only about 20 single-family homes and a multi-family apartment building that very recently opened and has about 80 occupied units.

(a) Demographics

Using Twin Rivers property management data and household survey data, some key demographic data points for TR residents are: average annual household income is \$10,025; 92% of residents have incomes below \$20,000; only 25% of households have earned income. A large percentage of

the TR population is young - 46% between the ages of 0 and 18. 57% of households have children. 44% of survey respondents reported that someone in their household is disabled. Below are comparative demographics that further informed the People strategies (City data source: American Community Survey 2009-2013).

	Twin Rivers	City of Sacramento
Total Households	218	177,328
Average Household Size	2	2.6
Total with children	57%	32%
HOH-female	80%	16%
Gender	65% female	52% female
African American	55%	14%
Caucasian	18%	50%
Hispanic of any race	15%	27%
English speaking	90%	63%
0 – 19	49%	27%
20 – 54	40%	51%
55 - 64	7%	11%
65 and older	4%	11%
Median Age	20	34
Median household annual income	\$10,000-15,000	\$49,753
Average household annual income	\$10,025	\$65,908
Employed Adults 18-64	25%	64% (in labor force)
Less than high school graduate	27%	15%

(b) Key Data

There are a total of 125 households with children. *Children Aged 0-5:* There are 97 children 0-5 onsite. *School Aged Children:* There are a total of 141 children ages 6-17. *Children, Youth and Young Adult Education:* The vast majority of children and youth at TR attend just a few public schools that are outside of the neighborhood: Grant Union High, Rio Tierra Middle, and Woodlake Elementary which are all underperforming according to California Department of Education data. 35% of children are not participating in any positive youth development activity; but almost three-quarters of parents/guardians report that their children earn A's and B's in school. *Adult Educational Attainment:* 27% of surveyed residents do not have a high school diploma or GED. 44% of surveyed households want to attend college or vocational school. *Health of Residents:* residents report high rates of illness, including 48% with asthma, 48% with high blood pressure, 33% with depression, and 33% with weight issues. *Disabled Residents:* 44% of TR residents report that someone in their family is disabled. 42 Heads of Households (HOHs) receive SSI. *Elderly Residents:* TR is home to 24 residents over age 62, of whom 19 are disabled. *Employment data:* Only 25% of HOHs are working. Among the working HOHs, 47% work only part-time. 41% of the unemployed HOHs cited a lack of job opportunities as their reason for being unemployed. *Adult Education and Training:* Only 18% of the HOHs surveyed are currently enrolled in college or vocational training. *Income Sources:* Surveyed households reported receiving government assistance: General Assistance, 55%; TANF, 34%; SSI/Disability, 32%; Social Security Disability, 21%; and Unemployment, 5%.

(c) Satisfaction with Services and Preferences for New Services

Schools: Most children in TR households attend the closest schools, and 32% of parents are

unhappy with their children's schools. Recreation: Respondents were not satisfied with recreation facilities in the TR neighborhood; 30% felt that there were not enough recreation facilities, and 24% felt there were not enough parks in the neighborhood. 43% felt that neighborhood parks were safe. Enrichment programs: 53% of respondents would like to see more arts programming for youth. 35% of children do not participate in any enrichment programs or activities. Transportation is a barrier for access to the closest program for teens. Safety: 32% of respondents reported feeling very safe during the day, and 12% at night. Crime was not cited as a major problem, but many residents felt that the homeless and transient population nearby were a nuisance. Healthcare: 33% of survey respondents reported that they would like to see a clinic/hospital in the neighborhood. Shopping and other amenities: 47% of residents said shopping, schools and jobs are too far away. 86% specifically expressed a desire for a grocery store in the neighborhood, and 53% wanted a large retail department store. Other top amenities desired included a farmer's market, library, restaurants, and a pharmacy. Transportation: About half of respondents stated that transportation is a barrier for them when trying to get to work, school, stores, etc. 65% use public transportation as their primary means of transportation, but bus schedules, distant bus stops, and the lack of a light rail stop nearby create challenges for residents.

Supportive Services and Programs

There is a significant number of supportive services providers within a 10-mile radius of the TR site that have sufficient capacity to assist this community. Unfortunately, no one is coordinating these services and TR residents underutilize existing resources. TR residents will benefit most from a coordinated service delivery plan with short-term and long-term solutions to alleviate the barriers (lack of transportation, awareness, and education) that are preventing them from accessing these services. Therefore, the People Plan focuses on strategies that address this isolation and help residents achieve socioeconomic stability and upward mobility. The proposed human service model is designed to serve the original residents as well as the future residents of the revitalized site. Effective case management and service coordination/connection will be indispensable to the success of the residents in achieving their life goals. The case management model and service connection plan will place TR families at the center of a hub of coordinated community and regional service providers that provide services relevant to a family's needs and goals. Onsite staff will work closely with existing members of the People Services Taskforce (who are both public and private sector partners) to leverage the existing service provider networks, improve access to high quality human service programs, and build local capacity when needed. The current management building onsite will be programmed by Urban to provide legal clinic consultations, seminars/workshops, community events, and on-site orientation for services offered by offsite service providers. The newly redeveloped community will have a community center with built-in multipurpose space designed to ultimately accommodate and sustain this programming. Program impact will be tracked with Urban's specialized case management protocols and a custom database developed on the "Efforts to Outcomes" (ETO) data and performance management platform. As revitalization proceeds, including after new housing lease-up, Urban will continue to use data-driven approaches to improve, scale, and sustain needed services.

Health Outcomes

An analysis of the HOPE VI Community and Supportive Services Program (CSSP) by the Urban Institute, "How are Families from America's Worst Public Housing Faring?" found that poor physical health is a significant barrier to self-sufficiency. This finding is consistent with the Department of Health and Human Services 2011 Action Plan to Reduce Racial and Ethnic Health Disparities, which outlined the Administration's Vision and Opportunities to address the impact of policy on health disparities and promote integrated approaches for disparity reduction. The health

strategies for the RDR neighborhood are models of DHHS' vision for comprehensive integration of services to provide quality health care. A case manager will be the access point for TR families for comprehensive service connections. The timing is excellent for the leveraging of efforts around health, as the Healthy Sacramento Coalition identified the RDR zip code (95811) in January 2015 as their highest priority neighborhood. The Coalition is made up of stakeholders in the health arena, and it plans and implements initiatives to address health inequities.

Outcome 1: Children, Youth and Adults that are Physically and Mentally Healthy

Impact & Outcome	422/80% of TR residents will have a medical home where they regularly go for checkups, treatment and health advice; 75% of HOHs will report that they and their children are getting treatment for their chronic illnesses
Needs Assessment Baseline	HOH's report low rates of treatment for their and their children's chronic medical conditions: high blood pressure, less than 50% (adults); asthma 67% (adults) and 73% (children); type II diabetes 41% (adults); weight problem 32% (adults) and 14% (children)
Strategy	Urban's case managers will improve resident utilization of wellness programs through Family Development Plans (FDP) with a health focus and direct referrals to healthcare providers based upon resident need. Urban will leverage the Medicaid-funded case management services already available in the city by partnering with the Federally Qualified Health Clinic site WellSpace Health to provide a medical home and primary care for residents (the J Street Community Health Clinic is just 1.7 miles from the site). A health assessment is needed to provide more detail than the initial resident needs assessment. Although we know that the TR development's isolation and insufficient transportation options are factors, more information is needed to determine the reasons why residents (in spite of high rates of insurance) are not getting treatment for their health conditions.
Residents Served	Services will be available to 100% of TR-RDR residents
Service Provider	WellSpace Health will serve as a medical home with primary care, behavioral health, and pediatric dental services for residents, and will also provide onsite screenings and other services during health fairs
Resource Commitment	\$1.1m has been committed by WellSpace Health for services for TR-RDR residents.

Impact & Outcome	196/90% of HOHs will have health insurance and receive education on utilizing insurance for preventative care and ongoing treatment; 96% of children will have health insurance
Needs Assessment Baseline	20% of HOHs reported that they are uninsured; 71% report lack of health information as a barrier to a healthier life
Strategy	Case managers, in conjunction with partners, will screen and enroll uninsured adults, seniors, and children in insurance programs and provide information on utilization of insurance for preventative care and treatment.
Residents Served	44/20% of TR HOHs and their children (20% of TR HOHs that reported that they are uninsured) will be served by partner commitments.
Service Provider	Urban will work with partners to enroll all residents in particular health insurance programs based upon their need and eligibility. HICAP Services of Northern

	California will provide information and presentations to residents on enrollment for Medicare; their parent organization Legal Services of Northern California will provide the same for Medi-Cal (adults and children). WellSpace Health, Child Action Inc., and other community partners under the Sacramento Covered initiative also will provide health insurance enrollment services for residents.
Resource Commitment	Services available to all through public agencies; WellSpace commitment included in previous strategy (\$1.1m).

Impact & Outcome	52 adult residents will complete peer health education training program; 300 residents will participate in a health education activity
Needs Assessment Baseline	71% of residents report lack of health information as a barrier to a healthier life; 79% of adults/75% of children don't eat the recommended number of fruits/vegetables; a significant percentage of adults and children don't receive treatment for chronic health conditions; 53% of families eat fast food for dinner one or more nights per week; 54% don't engage in fitness or exercise activity, mostly due to expense and access
Strategy 1	Urban will have a positive impact on the health of residents by improving their health literacy and behaviors with partners that can have a significant impact on health outcomes. The redevelopment plan includes walking trails, bicycle lanes, and a community center that will have a fitness facility and multi-purpose space to host various exercise activities. Utilizing the community center space, Urban staff will coordinate on-site education to further link families to parenting classes, health services, and physical exercise activities. The classes will be organized around activities that foster community interaction, and will help residents support each other and allow case management staff to determine underlying needs of residents. Urban will employ varied means of facilitating community wellness by coordinating community health fairs and onsite programs that encourage TR residents to increase their health literacy. Health fairs will be integrated with plans for back-to-school or other school-related events to ensure an intentional two-generation focus on health and wellness. As children receive developmental screenings and are connected with health services, parents will participate in health activities with a focus on diet, exercise, and stress management. Urban will collaborate with local partners such as the American Lung Association in California. ALA-Cal provides educational programs for children and adults who are living with asthma and chronic obstructive pulmonary disease (COPD), as well as prevention programs designed to raise awareness about risk factors that lead to lung disease, such as smoking. The Sacramento Women Infants & Children (WIC) Nutrition Programs-CRP Site offers free supplemental nutrition support and healthy eating coaching that residents can participate in. Urban will partner with the YMCA of Superior California/Sacramento Central branch to provide memberships for TR families so that they can access a variety of fitness and recreation activities. To assist with stress management, River Oak Center for Children will participate in health fairs to offer family support services, outpatient mental health services, and Therapeutic Behavioral Services for one-on-one parent/child support. Fresher Sacramento will establish a Fresher Eating Club at TR to expand the community's access to fresh produce, as well as a nutritional awareness program onsite with cooking demonstrations.
Strategy 2	To ensure community involvement in the implementation of health strategies, Urban will implement the National Institutes of Health's peer-led program With

	Every Heartbeat is Life (WEHL). This program leverages resident leadership to encourage healthy behaviors within the community. At minimum, 52 TR residents will be trained as Community Health Workers (CHW) whose role is to lead in community building activities, health education, and service navigation support. The CHW's will be responsible for informing residents of available resources and encouraging enrollment in health insurance programs, but case managers will make referrals and ensure follow up with service providers. CHW's will be trained to implement the WEHL curriculum as well as how to gently encourage residents to seek healthy behaviors while utilizing a culturally sensitive approach which has proven effective (Willock et al., 2015). Urban will hire 10 CHWs per year who will receive a stipend and will provide funding for barrier removal for program participants.
Residents Served	A total of 370, or 70% of TR residents will be served by Urban and partner commitments
Service Provider	YMCA Sacramento Central branch will provide services for families including access to facilities through membership. Fresher Sacramento will be the nutritional partner providing access to healthy foods and instruction onsite.
Resource Commitment	\$495,000 in CNI funds will be used to implement the With Every Heartbeat is Life Curriculum, provide stipends, and fund barrier removal for participants. \$22,750 in CNI funds will provide YMCA memberships for 25 families. \$60,000 will be used to provide health fairs and onsite health programming.

Economic Self-Sufficiency

The U.S. Department of Labor reports that unemployment and underemployment rates decrease proportionately for persons 25 years or older with an increase in education and training. Additionally, evaluations of the Jobs-Plus Initiative, a cross-service, cross-funded program directed to adult members of public housing, show that the program increased public housing residents' earnings 16% over seven years.

Outcome 2: Households are Economically Stable and Self Sufficient

Impact & Outcome	11 residents/20% of able-bodied adult residents who currently have earned income, will have increased income; 36 residents/40% of able-bodied adult residents who currently have no earned income, will have earned income; 15 residents/30% of working age disabled residents will receive vocational assessment and career services; 38 residents/75% of youth ages 13-18 will participate in vocational assessments, activities, and employment.
Needs Assessment Baseline	Average income of residents is \$10,025; 75% of able bodied adult residents have no earned income; 40% of unemployed residents cite disability as a reason; 65% percent of respondents said that job training would help; 42% cited transportation as a barrier.
Strategy 1	The primary strategy will be to address a resident's barriers to employment. Able-bodied TR adults will be connected with a continuum of education and training, placement, and employability services to prepare them for in-demand jobs. Urban will hire a workforce case management specialist who will help residents navigate the available services and provide placement, retention, and advancement support to help ensure successful education and employment outcomes. Regional growth industry sectors and jobs requiring a range of skill levels will be targeted, with a focus on successful sector initiatives. A sector-based approach has been

	particularly successful with low-income job seekers ("Job Training That Works: Findings from the Sectoral Employment Impact Study," Aspen Institute Workforce Strategies Initiative). Adult education services will be provided for residents without a high school diploma (TRUSD), Center for Fathers & Families (CFF) and the Greater Sacramento Urban League (GSUL).
Strategy 2	Urban Case Managers will work with disabled working-age TR residents with the goal of improving their health, quality of life/functioning, and employability. Given the documentation of positive employment outcomes for disabled people receiving vocational rehabilitation services (Dutta et al., 2008), Urban will partner with the local Capitol Mall branch of the California Department of Rehabilitation (DOR) to provide a variety of services for residents. In the area of economic self-sufficiency, DOR will work with residents to explain the Ticket to Work program for SSI and SSDI recipients as well as the Supported Employment Program. Many of the disabled residents incorrectly assumed that they would lose benefits if they had any type of paid employment. Of disabled residents surveyed, the most frequent issue mentioned was transportation, so efforts to connect residents to services and employment will incorporate solutions to this barrier.
Strategy 3	One of the ways that Urban will assist youth in building positive economic futures is through exposure to vocations and work experiences, including summer jobs, internships, and career exploration. Urban will partner with various organizations to secure programming for TR teens, including Sacramento Works Career Center, which provides youth programming and services for 14-21 year olds, including work experience, support services, occupational skills training, mentoring, and counseling. Youth job training for 14-21 year olds will be provided by GSUL.
Residents Served	A total of 237, or 45%, of TR residents will be served by Urban and partner commitments.
Service Provider	GSUL will provide job training for adults as well as youth, and adult basic education. SETA will provide comprehensive career services and on-the-job training opportunities for adults. Sacramento County Department of Human Assistance (DHA)-CalWorks Welfare to Work program will provide vocational assessments, Job Club, and community work experience for Welfare to Work participants. Department of Rehabilitation (Capital Mall branch) will provide career and independent living skills services to disabled residents. CFF will provide GED prep/adult education.
Resource Commitment	SETA will provide adult employment services and on-the-job training slots (100 over 5 years), leveraging \$715,000. CFF will provide 150 adult basic education slots for residents 18 and older, valued at \$345,000. GSUL will provide 15 slots for adult job training valued at \$303,375, 50 slots for youth job training valued at \$202,250, and 10 slots for adult basic education valued at \$21,960.

Outcome 3: TR and RDR Residents Feel Safe in the Neighborhood

Impact & Outcome	Increase the number of TR residents who feel safe in the neighborhood by 20%
Needs Assessment Baseline	94% of TR residents surveyed do not participate in neighborhood association; 71% of households surveyed do not utilize neighborhood services, with 31% saying that it's because they feel uncomfortable in the area and 30% citing safety concerns

Strategy 1	TR residents will be connected with key stakeholders in the redevelopment and human capital development planning and implementation. Urban will implement a Resident Leadership Academy for TR residents to learn more about their role in the revitalization process, meet key stakeholders, and develop a cross-sector approach with City & County Departments, agencies, non-profit organizations, faith based organizations, the school district and other important players that can collaborate with them to address issues such as crime. Such cross-system collaborations have been effectively utilized in cities such as San Jose, which was able to dramatically reduce its crime rate and improve academic outcomes (National League of Cities, 2007). Through the Resident Leadership Academy, Urban will provide technical assistance for the formation of an active neighborhood association that will have the capacity to participate at a high level with critical stakeholders, do peer outreach, and lead community projects.
Strategy 2	Urban will work with the Sacramento Police Department and HACOS to implement a Neighborhood Watch program, which has been demonstrated to reduce crime (Bennett et al., 2006)
Strategy 3	To impact youths' involvement in crime (and therefore the overall crime rate) Urban will partner with organizations to provide out-of-school time activities for neighborhood teens and opportunity youth, including the Boys and Girls Clubs of Greater Sacramento (local branch is just one mile from the site), CFF, Roberts Family Development Center (RFDC) (onsite), and GSUL.
Residents Served	100% of TR residents will be eligible for the Resident Leadership Academy. All neighborhood residents will benefit from increased community safety and programs that encourage positive juvenile behavior.
Service Provider	HACOS and Sacramento Police Department will assist in establishing Neighborhood Watch. Boys and Girls Clubs will provide Friday Night Hoops, a teen summer camp, and after school enrichment. CFF will provide anger management instruction (Taming your Temper) for residents 16 and older. GSUL will provide the Youth Pathways Afterschool Program for students ages 14-21. RFDC will provide the Youth Intervention & Prevention Program for youth ages 14-17.
Resource Commitment	\$165,000 in CNI funds will be used to pay for 25 TR residents to participate in the Resident Leadership Academy; \$20,000 in CNI funds will support Neighborhood Watch. Boys and Girls Club will provide 40 after school enrichment slots valued at \$60,000, 40 teen summer camp slots at \$70,000, and 40 Friday Night Hoops slots at approximately \$10,000. CFF will provide 75 slots for Taming your Temper leveraging \$97,500. RFDC will provide 100 slots in the Youth Intervention & Prevention Program valued at \$127,500.

Case Management

Based upon the resident needs assessment surveys and an analysis of existing city services, the Case Management and Service Connection Plans are built around a core of on-site and in-home case management services that are family focused and strengths based. Onsite staff will employ a holistic approach to coordinating an array of self-sufficiency support programs that increases access for low-income residents to the community resources, improves residents' relationship with their property manager, and breaks down barriers such as lack of education, involvement with the justice system, mental health issues, and substance abuse.

Case Management Staffing: The staffing for case management and on-site supportive services is based on the current needs outlined in the resident needs assessment and an evaluation of resources available in Sacramento. Urban has extensive experience in implementing case management and service coordination programs, but is very interested in using a local organization to provide these services if a qualified entity can be identified. Urban hopes that through this project, a local organization will build increased capacity and play an important role in the sustainability of the program in Sacramento. However, assuming at this point that Urban will be the provider, Urban will hire a team of supportive service staff to work on-site and serve 100% of TR residents and 100% of public housing residents in the revitalized community. The staff will include: .5 FTE Project Manager, 2 FTE Case Managers, 1 FTE Workforce Specialist, 1 FTE Education Specialist, (see education strategies) and 1 to 2 FTE Resident Outreach Workers (Section 3 hires). Urban's onsite team will act as service connectors to the Twin Rivers Service Provider Network (TR-SPN) and broader City supportive services resources such as SETA which is the administrative agency for Head Start, employment services, and welfare-to-work programs. The professional staff to resident household ratio will be 1:55. Within the first 90 days of implementation, all participating adults, youth, and parents/caregivers of children ages 0-18 will receive comprehensive assessments and goal planning assistance. Once individual and/or Family Development Plans are in place residents will receive direct assistance along with referrals to local community-based services coordinated with housing and school-based service providers. The assessment is the first step to developing and maintaining a professional and personalized relationship with families to evaluate, monitor, and advocate for a package of multiple services to meet specific needs as the family members work towards their stated developmental goals.

Service Coordination: the People Plan, in addition to strategies related to health, education, and economic mobility, will also focus on housing mobility. It is important to integrate case management services with property management throughout the process of re-occupancy planning and implementation. This approach has been highly effective in helping residents eliminate barriers to re-occupancy and minimize evictions following re-occupancy. HACOS will provide relocation assistance and counseling in accordance with the Uniform Relocation Act 49 CFR Part 24. Urban's case managers will provide follow-up counseling and case management to ensure continued success in residents' new locations. Urban will provide ongoing case management support and track residents who move off-site--monitoring the levels of success and stability in the new location, including positive outcomes in the areas of employment, school achievement rates for children, social connectedness, and health (for the life of the grant). Urban will provide a comprehensive evaluation of housing stability and risks for eviction. The housing self-sufficiency services will be aimed at providing TR residents the best opportunity to return to the redeveloped housing, and for seniors to be able to age in place in their new units. Prior to relocation, case managers will meet at least once a month with property management staff to identify households that are facing challenges with rent payments, passing housekeeping inspections, or experiencing behavioral health problems that could lead to lease violations or an eviction. Case management staff will work with those households identified to mitigate these circumstances. Urban will partner with Neighborworks Sacramento Region to provide their financial education program for at least 150 TR residents (as well as homeownership counseling for residents interested in purchasing a home). Staff will assist residents falling behind on utility payments by connecting them with the following services: the Community Resource Project Home Energy Assistance Program (HEAP) for direct payment utility assistance and the PG&E and Salvation Army REACH Program for emergency energy assistance. To assist residents with sustaining housing stability, staff will connect residents to the Community Resource Project SMUD Energy Assistance program for help with discounts on monthly energy bills. Households already in the process of

being evicted will be referred to Legal Services of Northern California for additional support. Case management staff will also assist residents in preparing their application for housing and address issues that may serve as barriers to re-occupancy. After re-occupancy, case managers will meet bi-weekly with property management staff to review challenges that could lead to lease violations or an eviction. Onsite staff will continue to work closely with existing members of the People Services Taskforce (who are both public and private sector partners) to leverage the existing service provider networks, improve access to high quality human service programs, and build local capacity when needed. Members of the People Services Taskforce will make up the TR-SPN. The TR-SPN's primary purpose will be to provide a broad array of services that can benefit RDR and TR residents of all ages. The TR-SPN will also function as a professional learning community that meets monthly to identify and address persistent service gaps, share results, and coordinate strategies to integrate onsite services with offsite resources. The TR-SPN will coordinate on- and off-site services and work collectively to address accessibility barriers such as access to transportation.

Supportive Services Sustainability

HACOS will establish a \$1m CSS endowment out of the People funds to sustain People activities after the grant period while a matching amount is raised over the life of the grant. The remaining \$3.5m will be used to implement service coordination, case management, community programming, and other service delivery through local partnerships.

Education Strategy

TRUSD is the Principal Education Partner in the transformation plan for school-based strategies. TRUSD serves about 27,600 mostly low-income students in pre-school through grade 12. The shared goal of TRUSD and Urban is to ensure that TR and RDR children have access to high-quality school options that prepare them for academic and career success. TRUSD is implementing two rigorous academic programs to improve student academic achievement: Science, Technology, Engineering and Math education (STEM) and Advancement Via Individual Determination (AVID). STEM education is an integrated, interdisciplinary approach to learning that provides hands-on and relevant learning experiences for students. STEM teaching and learning goes beyond the transfer of knowledge, it also equips students with critical thinking, problem solving, creative, and collaborative skills to ultimately establish a cognitive connection between classroom instruction and success in the workforce, community, and the global economy. AVID's focus is creating a college-going culture by implementing a district wide college preparatory curriculum. Instructors are learning proven best practices that will guide a student in 6th - 12th grades towards successful college admission. The goal is create clear pathways to college for all middle and high schools in the district. TRUSD has a history of embracing partnerships to implement evidence-based programs that produce improved outcomes for students. The district's improvement plans align with the Choice education strategies that follow.

(a) Early Learning

A quality, aligned system of education and support for young children can improve outcomes for children, engage families, and strengthen the workforce. An analysis of evaluations of state-funded pre-school programs found positive impacts in child developmental competence in a variety of domains, such as school attendance and academic performance (DHHS, 2003, Camilli, 2010).

Outcome 4: Children Enter Kindergarten Ready to Learn

Impact &	Enroll 51/80% TR children under the age of 6 into quality Early Childhood
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Outcome	Education programs. 70% of TR children in kindergarten in TRUSD schools will demonstrate at the beginning of the program or school year age-appropriate functioning across multiple domains of early learning as determined using developmentally appropriate measures
Needs Assessment Baseline	56% of TR children ages 0-6 are not enrolled in early childhood education programs. 80% of parents would like their children to participate in enrichment programs
Strategy 1	Urban will hire an Education Specialist who will provide parent engagement and educational support around the importance of early childhood development (along with other key roles described below), with the goal of enrolling children in programs. TRUSD currently provides half-day preschool, full-day preschool, and school-aged childcare programs. In addition to working with TRUSD, an essential partner in the coordination and availability of early childhood development slots for TR households is SETA. SETA is a joint powers agency of the City and County of Sacramento that administers the Head Start/Early Head Start program with state funding. Early childhood education slots through SETA are limited and TR residents have difficulty gaining access to this resource because some programs require the participating parent to be employed at least part-time, actively seeking employment, or in school. To address this service gap and improve access, case managers will encourage parents to participate in CalWorks Welfare-to-Work and SETA childcare assistance programs when appropriate. Another key partner is Child Action Inc., which serves as a clearinghouse for 250 licensed early childhood programs in Sacramento County. By submitting an application with Child Action Inc., 13 different agencies that fund early childhood education slots receive the application, and low-income families such as TR residents are given the highest priority (particularly if they have been receiving cash assistance for 24 months). RFDC onsite at TR has two pre-k programs: Child and Parent School Readiness for children ages 3-5 and the Play Pal program for families with 2-year olds. Through collaboration and engagement with all of these organizations, the Education Specialist will be able to facilitate enrollments in a range of programs that provide educational opportunities for very young children.
Strategy 2	The Education Specialist will also focus on the family, drawing parents/caregivers into parenting classes, fatherhood support, and other peer-reinforced activities to nurture parent-child bonds and promote early development. Urban will work with TRUSD to implement the First 5 Sacramento program at Woodlake Elementary, the public school attended by most TR K-8 children. TRUSD is a grantee of First 5 Sacramento and has implemented the program in 7 of its 29 elementary schools. First 5 Sacramento funds targeted school districts to provide programs and services that support optimal development and promote early learning. The school readiness programs provide a wide range of services including parent education workshops, infant-toddler playgroups, preschool, kindergarten transition summer camps, professional development activities that include both teachers and licensed child care providers in the community, and comprehensive screenings (developmental, vision, hearing, dental, height/weight, general health and well-being) with follow-up services and/or

	referrals and support for families. The Nurturing Parenting Program, a best-practice approach to parenting that is provided in the home, is offered by Birth & Beyond Family Resource Center (River Oak Center for Children) to provide primary and early intervention services for families with children 0-5 years of age. The Great Dads program (CFF) will provide intensive parenting classes for TR fathers of children 0-17.
Residents Served	A total of 67, or 80%, of the 84 TR children under 6 years old will be served by partner commitments for early childhood education. The goal across all income levels is 65%.
Service Provider	Urban case managers will work closely with TRUSD, SETA, RFDC, and Child Action Inc. as key partners in securing early childhood education slots for TR parents. TRUSD will assist in the enrollment of TR children in the existing pre-k program for 5-year olds at Woodlake Elementary, and will provide Kinder Kamp to 4-5 year old TR children who will be attending kindergarten at Woodlake Elementary. RFDC will provide Child and Parent School Readiness slots for 3-5 year olds onsite at Twin Rivers plus slots for the Play Pal program for 2-year olds. CFF will provide family slots for the Great Dads parenting program, and slots for 5-year olds in the Masters program (see next outcome). First 5 will provide slots for the College Bound Babies program.
Resource Commitment	\$95,000 in CNI funds will be leveraged with TRUSD resources to provide 25 pre-k slots at Woodlake Elementary school. TRUSD will also provide 30 additional slots for TR children to attend Kinder Kamp, valued at \$51,000. RFDC Center will provide 125 Child and Parent School readiness slots valued at \$475,625 and 75 slots for Play Pal valued at \$111,750. CFF will provide 500 slots for Great Dads valued at \$120,000 and 60 slots for 5-year olds in Masters (included in resource commitment in next outcome). First 5 will provide 25 slots for College Bound Babies onsite at RFDC.

(b) Schools

The majority of TR students attend the following TRUSD schools, which have free/reduced lunch rates ranging from 91% to 97%. Smythe Academy Middle is the only one of the four schools located within the neighborhood, and it serves only 2 TR students in 7th and 8th grades. None of the four schools met Adequate Yearly Progress (AYP) goals for proficiency in the any of the last three years.

Local Schools data--results show the percent of students meeting proficient or advanced level per Standardized Testing and Reporting (STAR), according to California Department of Education, see Attachment 30 Principal Education Partner Documentation for local school data results for Table 1-Woodlake Elementary, Table 2-Smythe Academy, Table 3-Rio Tierra Middle, Table 4-Grant Union High.

Outcome 5: Children are Proficient in Core Academic Subjects

Impact & Outcome	91 children/60% of children will be performing at or above grade level according to state math and English language arts assessments in at least the grades required by NCLB (3 rd - 8 th and once in high school)
Needs Assessment	108 out of 151 TR children between the ages of 6 and 18 attend TRUSD schools Woodlake Elementary, Smythe Academy, Rio Tierra Junior High,

Baseline	and Grant Union High, which are low-performing schools. 32% of parents report unhappiness with their children's school; 76% of parents/guardians report that they do not participate in the PTO/PTA; 80% of parents want their children to enroll in afterschool and summer activities; 35% of children do not participate in any enrichment activities
Strategy 1	School-based strategies led by TRUSD will be reinforced by community-based activities for expanded learning that focus on improving third grade reading and literacy, providing alternative approaches to learning, promoting college and career readiness, incorporating vocational education opportunities in current curricula, and strengthening the STEM program. CFF will offer educational tutoring and individualized support for students behind grade level through the Masters (Making After School Time Enriching, Rewarding & Successful) and Masters Plus (intensive small group tutoring) programs. RFDC will provide the Freedom School summer program for ages 6-14. Powerhouse Science Center will provide onsite family science education, scholarships for science camps, and an internship program for TR residents. Urban's Education Specialist will meet quarterly to discuss outcomes with TRUSD, Powerhouse, and CFF personnel to ensure that all community based educational programs are aligned with and support the district's student performance improvement strategies.
Strategy 2	Urban is supporting TRUSD with engagement of residents in the feasibility of repurposing a school facility (Smythe Academy Middle School) in the RDR footprint which currently functions as a charter school serving only 7th and 8th grade students by lottery. The goal is that in the process of schools realignment occurring in the district, the facility could become a high-quality pre-k through 8 th grade community public school in alignment with best practices for schools in place-based initiatives (The Role of Community Schools in Place-Based Initiatives: Collaborating for Student Success , Potapchuk 2013). This is a long-term strategy that assumes the development of additional housing units and enough growth in the student population to support the minimum threshold requirements for a neighborhood school that would serve families within the TR and RDR communities.
Residents Served	A total of 121, or 80% of TR students will be served by partner commitments. The goal across all income levels is 65%.
Service Provider	CFF will provide Masters (ages 5-13) and Masters Plus (ages 7-13) services, including services for 12 5-year olds per year. RFDC will provide summer Freedom School enrichment program for children 6-14 years old and After-School Academic and Enrichment services.
Resource Commitment	RFDC will provide 150 Freedom School slots valued at \$223,500 and 200 slots for After-School Academic and Enrichment services valued at \$331,000. \$125,000 in CNI funds will leverage an additional \$125,000 from Powerhouse Science Center for science education programs and a STEM internship program. CFF will provide the Masters program for 1,400 TRUSD students per year valued at \$9,100,000 and the Masters Plus program for 441 students per year at a value of \$2,224,845.

The People Plan includes a major focus on after school programs, which can improve academic

achievement, social, developmental, and prevention outcomes, and contribute to healthy lifestyles and increased knowledge of nutrition and exercise (Little, et.al. 2008). Quality social and behavioral interventions also lead to school success for children (Fleming et al., 2005). TRUSD high schools have implemented the college readiness program AVID, a best practice approach serving 425,000 students nationwide. This holistic program integrates a range of components relevant to educational outcomes: students, curriculum, faculty, tutors, parents, and community (Mehan et al., 1996). The National Research Council in 2002 noted that effective youth development programs are characterized by the integration of family, school, and community efforts, which aligns with Urban's service coordination and family case management approach.

Outcome 6: Youth, Including Youth with Disabilities, Graduate from High School College- and-Career-Ready

Impact & Outcome	34 children/80% of age-appropriate TR children will graduate from high school. Grant Union High School will produce a minimum of 5% improvement on API in English Language Arts (ELA) and Mathematics
Needs Assessment Baseline	22 TR youth (out of 42 residents of high school age) attend Grant Union High School which is 39% below the state average for ELA and 80% below the state average for Mathematics; 76% of parents/guardians report that they do not participate in the PTO/PTA; 35% of children do not participate in enrichment activities
Strategy 1	Urban case managers will work with each head of household to establish a Family Development Plan (FDP) designed to address the needs of each child in the household, within the context of family, school, and community. Every household in active case management will be provided comprehensive wrap-around services linking children and youth with school-based programs and quality community-based services/resources, including those provided by partners committed to positive youth development. The Education Specialist will serve as the liaison between schools, parents/guardians, and youth to engage and empower parents in all aspects of their child's educational future.
Strategy 2	TRUSD and the Education Specialist will work closely to encourage parent participation in youth education as a strategy to improve outcomes and prevent dropout (Noel, A., Stark, P., and Redford, J. 2013). TRUSD will communicate with parents in a variety of ways to increase their awareness of school programs, opportunities, and incentives to engage more fully in their child's education and culture of the school. TRUSD will host school leadership activities such School Site Councils (SSC), English Learner Advisory Committees (ELAC), and School Leadership Teams (SLT) to provide for parent and community engagement, while collaborating with Urban to offer alternative methods of communication with parents, staff, and community stakeholders. The Education Specialist will facilitate participation in the PTO/PTA, promote education counseling to parents and students, and develop a focus on middle and high school student pathways to post-secondary success. Urban staff will meet quarterly with TRUSD partners to streamline information and discuss the effects of schools realignment on TR students. The Education Specialist will work closely with parents and school administrators in mediating disciplinary issues, and addressing truancy and dropout prevention. Urban will support TRUSD in

	establishing partnerships with local CBO's to offer access to positive youth development programs such as after-school academic support and summer programs with elements of vocational exploration, computer training, community service, sports and physical fitness, college preparation, and leadership training for transition-aged youth. This offers a variety of approaches to learning that may resonate with students--children have a better chance at academic success when they learn in ways that fit their learning styles (National Dropout Prevention Center/Network, 2013). TRUSD and the Education Specialist will work together to ensure placement in appropriate academic programs, including academies, special education, Advanced Placement and AVID programs at Grant Union High. GSUL will provide its Digital Connectors curriculum that focuses on software, media, and computers.
Residents Served	A total of 80 households, or 100% of households with middle and high school aged children will be served by Urban and partner commitments to case management-education specialist strategies and middle school-high school pathways to career and college. The goal across all income levels is 65%.
Service Provider	GSUL will provide instruction for the High School Exit Exam and the Digital Connectors program for 14-21 year olds. Powerhouse Science Center will provide STEM internships for high school students. TRUSD will provide educational counseling and placement of TR TRUSD students in appropriate programs to ensure post-secondary success for all students. Sacramento Works will provide employment and training resources for youth ages 14–21.
Resource Commitment	GSUL will provide 60 slots for High School Exit Exam tutoring valued at \$131,760 and 25 slots for Digital Connectors valued at \$31,250. Powerhouse Science Center will provide internships (see leverage included in previous outcome section)

SUMMARY OF SLOTS	Early Childhood	Job Training Employment	Case Management
CFE	60		
TRUSD	30		
Urban Strategies	25		217**
RFDC	200		250
First 5 Sacramento	25		
Urban League		15	
SETA		100	
Total	340	115	467

**Public Housing households

H.6 Economic Opportunities for Low-and Very-Low Income Persons

(a) Section 3 Plan

The Transformation Plan includes a robust Section 3 (S3) Plan to engage S3 residents and businesses to the greatest extent feasible. Working closely with partners, including Urban,

McCormack Baron Salazar, local organizations and contractors, HACOS is confident that the development team will exceed the numerical goals established by HUD: 10% S3 certified business participation (construction), 3% (non-construction); and 30% of new hires S3 certified.

(i) Types, amounts of employment, training, and contracting opportunities to be generated:

The majority of S3 employment, training and contracting opportunities will be created through construction activities under the Housing Plan. Positions will include laborers, and skilled trades people (including sustainable building practices), security, property maintenance, janitorial services, and landscapers, and 30% of new positions will be targeted for S3 new hires. Permanent post-construction positions will include those created by property manager McCormack Baron Management which has committed to the 10% S3 goal. Case managers will assist in matching TR residents' skills and readiness with employment and training opportunities committed by local partners. Primary contracting opportunities include all scopes under the Housing Plan: residential construction, public infrastructure, and site work. S3 contract opportunities post-construction will include vacant unit prep, janitorial, security, and landscaping.

(ii) Priority Consideration: S3 priority will follow HUD guidelines: #1 (highest priority) TR residents, #2 other HACOS residents, #3 YouthBuild participants, #4 other low/very low income individuals. Similarly, S3 business priority will be for TR or other SHRA resident-owned businesses.

(iii) Certifying Residents & Businesses: HACOS will verify S3 resident eligibility through HACOS's resident database, YouthBuild documentation, or proof of income. HACOS will also determine S3 eligibility for businesses that either 1) are owned by a TR or HACOS resident; 2) have 51%+ ownership by low-income individuals; 3) employ individuals of which at least 30% are low-income; or d) will subcontract more than 25% of its contract with a S3 business.

(iv) Opportunity Notification: The development team will conduct extensive outreach for employment and contracting opportunities through a multi-tiered approach. MBS, Urban, HACOS, and training organizations will collaborate on open houses, fairs, flyers, and phone outreach to engage employment candidates. Resident Outreach Workers will aggressively market underutilized programs such as SETA's Welfare-to-Work program that have been successful in providing job placement and retention services for all able-bodied adults (including those with criminal backgrounds) and prepare transition-aged youth for college and career. Bid notices will be posted in the *Sacramento Bee* and publications representing minority communities (e.g. *Sacramento Observer*, *El Hispano*), unions, and other trade associations. All general contractors will be required to document their outreach efforts thoroughly.

(v) Monitoring: Prior to starting work, ALL contractors/subcontractors must complete: 1) a S3 training led by the HACOS S3 Coordinator and MBS prior to the start of construction, and 2) all required upfront forms that make up the project's S3 (and MBE, WBE) Plan. During construction, the S3 Coordinator will be responsible for gathering S3 compliance reporting information from contractors and consultants monthly and submitting a comprehensive participation report. That report will identify progress toward established goals, any compliance challenges, and strategies to address those challenges. S3 compliance will be a requirement in every contract.

(vi) Strategies for Achieving Numerical Goals: The S3 Employment Strategy will incorporate best practices used previously by MBS and Urban to create a pipeline connecting S3 candidates with jobs. Through outreach and referrals, including from case managers, the S3 Coordinator will build a "first source" database of certified S3 residents organized by S3 priority, residents' work-

readiness level, skill sets, and experience. Case Managers will refer residents who are not work-ready to training partners, and will also help identify and address potential obstacles to employment. During construction the general contractor will provide job descriptions to the S3 Coordinator at least one month in advance, and update job listings bi-weekly. The S3 Coordinator will identify suitable candidates from the database for the contractor/subcontractor to interview and the number of interviews and actual hires will be tracked and reported. The general contractor will search outside of the database only if a suitable candidate cannot be identified within a reasonable timeframe. For business contracting, MBS, and the S3 Coordinator will organize S3

business outreach and certification events in advance of construction, starting in the first phase in order to build the list of certified S3 firms. The S3 Coordinator will also make referrals to organizations that assist with bonding, insurance, and loans. Bid documents will encourage larger companies to seek joint venture and subcontracting opportunities with S3 firms, and to divide up scopes of work.

Twin Rivers/River District People Budget

CNI Sacramento Budget	
	Amount
Community Engagement and Leadership Development	\$184,638
Program Support, Oversight and Guidance	\$900,000
Project Management, On Site Case Management and Other On-site Staffing	\$1,677,458
Travel and Indirect	\$190,193
Education Strategies Implementation	\$215,547
Employment Program Costs for Employment Barrier Removal, Employment Readiness	\$70,000
Health and Safety Program	\$24,150
Mobility, Homeownership and Asset Bldg Program	\$25,000
On-site Office Operations	\$115,956
CSS Endowment	\$1,000,000
	\$4,402,942

Non-Profit Subgrantee Certifications and Assurances

The Department of Housing and Urban Development (HUD) requires that all non-profit Subgrantees on Choice Neighborhoods projects sign this "Certifications and Assurances" form certifying that they will comply with the specific federal requirements described below. The parties who must sign a "Certifications and Assurances" form are defined below:

- **Subgrantees:** These are non-profit organizations to which the Housing Authority (Housing Authority or Grantee) has awarded a grant from the Choice Neighborhoods grant that the Housing Authority received from HUD. The subgrantee is accountable to the Housing Authority for the use of the funds provided, but the Housing Authority is ultimately accountable to HUD.

Certification and Assurance: The subgrantee executing this certification hereby assures and certifies that it will comply with all of the applicable requirements of the following, as the same may be amended from time to time, including adding appropriate provisions to all contracts between Grantee and Subgrantees in accordance with 24CFR Part 84 and Appendix A to Part 84.

- 1) Contracts in excess of the small purchase threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.
- 2) All contracts in excess of the small purchase threshold shall contain suitable provisions for termination by the recipient, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.
- 3) Except as otherwise required by statute, an award that requires the contracting (or subcontracting) for construction or facility improvements shall provide for the recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds \$100,000. For those contracts or subcontracts exceeding \$100,000, HUD may accept the bonding policy and requirements of the recipient, provided HUD has made a determination that the Federal Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:
 - i) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

- ii) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 - iii) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.
 - iv) Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, "Surety Companies Doing Business with the United States."
- 4) All negotiated contracts (except those for less than the small purchase threshold) awarded by recipients shall include a provision to the effect that the recipient, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
 - 5) All contracts, including small purchases, awarded by recipients and their contractors shall contain the procurement provisions of Appendix A, as follows:
 - 6) Equal Employment Opportunity-All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - 7) Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)-All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.
 - 8) Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)-When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to

laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

- 9) Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)-Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 10) Rights to Inventions Made Under a Contract or Agreement- Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.
- 11) Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended-Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).
- 12) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)- Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

- 13) Debarment and Suspension (E.O.s 12549 and 12689)-No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
- 14) Drug-Free Workplace Requirements-The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.

The information contained in this certification is true and accurate, to the best of my knowledge.

Name of Subgrantee	Name and Contract Number:	
Signature of Authorized Certifying Official:	Title:	Date:

WARNING: Section 1001 of the Title 18 of the United States Code (Criminal Code and Criminal Procedure, 72 Stat.967) applies to this certification. 18 U.S.C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a document or writing knowing the same to contain any false, fictitious or fraudulent statement or entry, in any matter within jurisdiction of any department or agency of the United States, shall be fined no more than \$10,000 or imprisoned for not more than five years, or both.

Return this form to:

Housing Authority Name _____

Address _____

City, State, Zip Code _____