



July 11, 2013

Sacramento Housing and
Redevelopment Commission
Sacramento, CA

Honorable Members in Session:

SUBJECT:

Authorization to Execute Non-Exclusive Easement Agreements for Conventional Public Housing and Housing Authority Property with Comcast Sacramento I, LLC

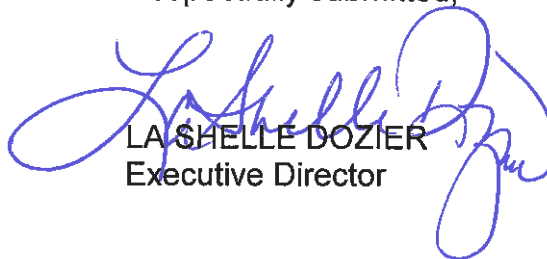
SUMMARY

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

RECOMMENDATION

The staff recommends approval of the recommendations outlined in this report.

Respectfully submitted,


LASHELLE DOZIER
Executive Director

Attachment

**COUNTY OF SACRAMENTO
CALIFORNIA**

For the Agenda of:
August 13, 2013

To: Housing Authority of the County of Sacramento
Sacramento Housing Development Corporation

From: Sacramento Housing and Redevelopment Agency

Subject: Authorization To Execute Non-Exclusive Easement Agreements With Comcast
Sacramento I, LLC.

Supervisorial
District: Countywide

Contact: MaryLiz Paulson, Assistant Director, 440-1397; Mark Stephenson, Management
Analyst, 916-449-6212

Overview

This report proposes to authorize the Executive Director to grant Comcast Sacramento I, LLC ten-year non-exclusive easements on public housing properties in Sacramento County.

Recommendations

Adopt Housing Authority and Sacramento Housing Development Corporation (SHDC) Resolutions authorizing:

- 1) The Executive Director to execute Comcast Sacramento I, LLC Service Agreements for non-exclusive easements (Agreements) set forth for a term not to exceed ten years for County Housing Authority and SHDC properties listed in Attachment I.
- 2) The Executive Director to grant a non-exclusive easement, for a term not to exceed ten years, to Comcast Sacramento I, LLC, for the installation and servicing of the cabling and supporting equipment necessary for the provision of cable, telecommunications and internet at the properties listed in Attachment I.
- 3) The Executive Director to amend the Housing Authority and Sacramento Housing Development Corporation budgets to receive and allocate the \$45,310 in one-time funds received in consideration of the Agreements to the properties which generated the easement revenue and allowing the expenditure of those funds from an approved or amended property-level budget, approved by the Executive Director or her designee.
- 4) Approving and making other related findings.

Measures/Evaluation

Funds received from the granting of an easement accrue to the property. Funds from an individual property's easement agreement are likely to have a marginal impact on operations, but future technologies and legal developments could make additional easement agreements and possible revenue generation more likely.

Fiscal Impact

The ten years Comcast Service Agreement for easements is paid up front in a lump sum. Compensation from Comcast for the easement amounts to revenue of \$115 per unit for developments over 50 units in size, generating a one-time fee of \$45,310. Revenue from Comcast's non-exclusive easement may be for improvements to living conditions for residents.

BACKGROUND

In 1991, via County Housing Authority Resolution #HA-1982, the Executive Director was authorized to grant easements to public agencies and utility companies. During the past twenty-two years significant advances in technology have made private enterprise demand for easements more valuable. Comcast Sacramento LLC is requesting a 10-year easement agreement with the Housing Authority and Sacramento Housing Development Corporation for access to properties over 50 units. Easement agreements provide assurances to the internet and other digital service provider's of rightful access to the property for equipment installation and routine maintenance services. In Comcast's case, this provider is willing to compensate the property owner for this access. These funds will be used for improvements to living conditions for residents.

COMMISSION ACTION

At its meeting of July 17, 2013, the Sacramento Housing and Redevelopment Commission considered the staff recommendation for this item. The votes were as follows:

AYES:

NOES:

ABSENT:

MEASURES/EVALUATIONS

In accordance with HUD financial requirements, any funds from granted easements would benefit the affected housing properties.

FINANCIAL ANALYSIS

The ten years Comcast Service Agreement for easements is paid up front in a lump sum. Compensation from Comcast for the easement amounts to revenue of \$115 per unit for developments over 50 units in size, generating a one-time fee of \$45,310. Of this amount, \$31,050 will be allocated to County Housing Authority Properties and \$14,260 will be allocated to Riverview Plaza.

POLICY CONSIDERATIONS

The Comcast Service Agreement is non-exclusive, giving flexibility to receive offers from other vendors needing property easements and possibly providing other opportunities for revenue. California law also requires a Public Hearing to be held prior to executing an easement for use of public property. A Public Hearing was held before the Sacramento Housing and Redevelopment Commission on July 17, 2013.

ENVIRONMENTAL REVIEW

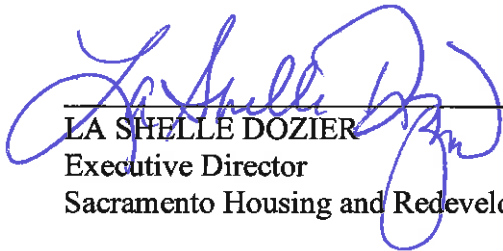
The recommended action to approve and grant an easement for alterations to the interior and/or exterior of buildings for fiber optic and other cabling and supporting equipment in existing facilities is categorically exempt from California Environmental Quality Act (CEQA) review pursuant to CEQA Guidelines Section 15301 (a) and (b). The National Environmental Policy Act (NEPA) does not apply.

M/WBE AND SECTION 3 CONSIDERATIONS

The activities recommended in this staff report do not involve federal funding; therefore, there are no M/WBE or Section 3 requirements.

Respectfully submitted,

APPROVED



LA SHELLE DOZIER
Executive Director
Sacramento Housing and Redevelopment Agency

BRADLEY J. HUDSON
County Executive

Attachments:

RES – HACOS Resolution

RES – SHDC Resolution

ATT I - Property list

ATT II - Easement service agreements

RESOLUTION NO.

ADOPTED BY THE HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO

ON DATE OF

AUTHORIZATION TO EXECUTE NON-ECLUSIVE EASEMENT AGREEMENTS WITH COMCAST SACRAMENTO I LLC.

WHEREAS, the Housing Authority of the County of Sacramento adopted Resolution HA91-036 in 1991 to delegate authority for the Executive Director to grant easements to Utility Companies and Public Agencies.

WHEREAS, over the past 22 years significant advancements in technology and changes in the legal environment have given private sector businesses incentive to enter into easement agreements to place and service their equipment.

WHEREAS, Comcast Sacramento I, LLC, a for-profit utility, has initiated discussions regarding a ten-year easement for Housing Authority properties.

WHEREAS, the Executive Director's delegated authority only applies to public utility companies and public agencies. Authorization is needed from the Housing Authority Board for the Executive Director to execute the proposed Comcast Sacramento I easement agreement.

WHEREAS, California law requires a Public Hearing prior to granting an easement. A duly noticed Public Hearing was held on July 17, 2013 at the Sacramento Housing and Redevelopment Agency Commission meeting asking for public input.

WHEREAS, the recommended action to approve and grant an easement for alterations to the interior and/or exterior of buildings for fiber optic and other cabling and supporting equipment in existing facilities is categorically exempt from California Environmental Quality Act (CEQA) review pursuant to CEQA Guidelines Section 15301 (a) and (b). The National Environmental Policy Act (NEPA) does not apply.

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

Section 1. The declarations set forth in the above recitals, including the environmental findings, are found to be true and correct.

Section 2. The Executive Director is authorized to execute the Comcast Sacramento I, LLC Service and Compensation Agreements for easements set forth in Attachment II for a term not to exceed ten years for County Housing Authority properties listed in Attachment I.

Section 3. The Executive Director is authorized to grant a non-exclusive easement, for a term not to exceed ten years, to Comcast Sacramento I, LLC, for the installation and servicing of the cabling and supporting equipment necessary for the provision of cable, telecommunications and internet services.

Section 4. The Executive Director is authorized to amend the Housing Authority budget to receive and allocate the \$31,050 in one-time funds received in consideration of the Agreement to the properties which generated the easement revenue. The funds shall be expended from an approved or amended property-level budget, approved by the Executive Director or her designee.

On a motion by Member _____, seconded by Member _____, the foregoing Resolution was passed and adopted by the Housing Authority of the County of Sacramento, State of California this 13th day of August, 2013, by the following vote, to wit:

AYES: Members,

NOES: Members,

ABSENT: Members,

ABSTAIN: Members,

Chair of the Housing Authority
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk

RESOLUTION NO. SHDC ____

ADOPTED BY THE SACRAMENTO HOUSING DEVELOPMENT CORPORATION

ON DATE OF

AUTHORIZATION TO EXECUTIE NON-EXCLUSIVE EASEMENT AGREEMENTS WITH COMCAST SACRAMENTO I, LLC

WHEREAS, the Housing Authority of the County of Sacramento adopted Resolution HA91-1382 in 1991 to delegate authority for the Executive Director to grant easements to Utility Companies and Public Agencies.

WHEREAS, over the past 22 years significant advancements in technology and changes in the legal environment have given private sector businesses incentive to enter into easement agreements to place and service their equipment.

WHEREAS, Comcast Sacramento I, LLC, a for-profit utility, has initiated discussions regarding a ten-year easement for Housing Authority properties.

WHEREAS, the Executive Director's delegated authority only applies to public utility companies and public agencies. Authorization is needed from the Housing Authority Board for the Executive Director to execute the proposed Comcast Sacramento I easement agreement.

WHEREAS, California law requires a Public Hearing prior to granting an easement. A duly noticed Public Hearing was held on July 17, 2013 at the Sacramento Housing and Redevelopment Agency Commission meeting asking for public input.

WHEREAS, the recommended action to approve and grant an easement for alterations to the interior and/or exterior of buildings for fiber optic and other cabling and supporting equipment in existing facilities is categorically exempt from California Environmental Quality Act (CEQA) review pursuant to CEQA Guidelines Section 15301 (a) and (b). The National Environmental Policy Act (NEPA) does not apply.

NOW THEREFORE BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO HOUSING DEVELOPMENT CORPORATION:

Section 1. The above declarations set forth in the above recitals including the environmental findings, are found to be true and correct.

Section 2. The Executive Director is authorized to execute the Comcast Sacramento I, LLC Service and Compensation Agreements for easements set forth in Attachment II for a term not to exceed ten years for County Housing Authority properties listed in Attachment I.

Section 3. The Executive Director is authorized to grant a non-exclusive easement, for a term not to exceed ten years, to Comcast Sacramento I, LLC, for the installation and servicing of the cabling and supporting equipment necessary for the provision of cable, telecommunications and internet services.

Section 4. The Executive Director is authorized to amend the Housing Authority budget to receive and allocate the \$14,260 in one-time funds received in consideration of the Agreement to the properties which generated the easement revenue. The funds shall be expended from an approved or amended property-level budget, approved by the Executive Director or her designee.

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Sacramento Housing Development Corporation, State of California, this 13th day of August, 2013, by the following vote, to wit:

- AYES: Directors,
- NOES: Directors,
- ABSTAIN: Directors,
- ABSENT: Directors,

Chair, Board of Directors
Sacramento Housing Development Corporation

(SEAL)

ATTEST: _____
Clerk

**Housing Authority of the County of Sacramento
Over 50 Units**

<u>Community Name</u>	<u>Address</u>	<u>Units</u>	<u>Legal Entity effective 7/1/2013</u>	<u>Comcast Funds Generated</u>
Twin Rivers	321 Eliza Street	218	Housing Authority of the County of Sacramento	\$ 25,070.00
Alta Arden Villa	3241 Alta Arden Expwy	52	Housing Authority of the County of Sacramento	\$ 5,980.00
Riverview Plaza	600 I Street	124	Sacramento Housing Development Corporation	\$ <u>14,260.00</u>
Total Comcast Revenue from 10 Year Easements for County Properties > 50 units				\$ 45,310.00

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into on August 1, 2013, by and between Comcast of Sacramento I, LLC (the "Company") and Housing Authority of the County of Sacramento (the "Owner") who owns or has control over certain real estate and improvements thereon located at 321 Eliza Street Sacramento, CA 95811 (the "Premises"), commonly known as "Dos Rios," consisting of 218 residential units plus any units added or constructed in the future at this location.

The Company has been granted a franchise by an authorized governmental agency (the "Franchise Authority") to construct and operate a cable communications system in Sacramento, California (the "Franchise Area"). The Owner desires to provide broadband services to the Premises, including, but not limited to, multi-channel video, high speed data, information and voice services (collectively, the "Services") and the Company is willing to install, maintain and operate a broadband communications system for such purposes on the Premises in accordance with the terms and conditions below.

The parties, for good and valuable consideration, intending to be legally bound, agree as follows:

1. Wiring.

a) Premises Wiring. The Company has installed all facilities necessary to transmit the Services to the Premises, including, but not limited to, distribution cables, amplifiers, pedestals, lock boxes, equipment and appurtenant devices up to and including the Company's tap (collectively, the "Company Wiring"). The cable home run wiring consisting of the coaxial wiring after the Company's tap to the first splitter within each unit and the cable home wiring consisting of the coaxial wiring after the first splitter within each unit have also been installed at the Premises. All work shall be done by the Company in a proper and workmanlike manner in accordance with Federal Communications Commission ("FCC") regulations, industry standards and local codes, unless otherwise provided in this Agreement. The Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company's operation of the wiring as set forth in this Section.

b) The System. The System shall consist of the Company Wiring and the cable home run wiring and cable home wiring.

c) Use and Maintenance of Wiring. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right, at its expense, to operate, maintain, repair and replace, as necessary, the System on the Premises. Neither the Owner nor any third party shall tap into, use or otherwise interfere with the System or any portion thereof for any purpose. The Company shall have the right to interconnect with and use any telephony wiring owned or controlled by the Owner within the units that may become necessary or useful for the provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by the Company.

d) Damages to Premises. The Company, at its expense, agrees to repair and/or replace any damage to the Premises resulting from the operation, maintenance or repair of the System except as otherwise provided in this Agreement.

e) Ownership of Wiring. The Company Wiring is and will remain the personal property of the Company. The cable home run wiring and cable home wiring is and will remain the property of the Owner.

2. Easement. The Owner has the authority to grant and does hereby grant to the Company a non-exclusive easement to operate the Company Wiring, and shall cause such easement to run with the Premises for the term of the Agreement and three (3) months thereafter. The Owner hereby agrees to execute the form of easement attached hereto as Exhibit A.
3. Access. The Owner shall allow Company personnel to enter all common areas of the Premises for the purposes of auditing, selling or disconnecting service, and installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services, and shall use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. The Owner shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.
4. Delivery of Services. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right to deliver the Services to the Premises, unless otherwise required by applicable law. The Owner shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises. For the purpose of this Agreement "bulk services" means (i) any and all Services that are provided to the residents at no charge, on a reduced rate or discounted basis in an oral or written agreement between the Owner and the service provider; (ii) any or all Services that are automatically provided to the residents as an amenity of the Premises; or (iii) any and all Services where a subscription to or purchase of such Services by the residents is required as a condition of their occupancy of the Premises. It is understood and acknowledged by the Company, however, that the restriction in this paragraph on Bulk Services does not apply to community rooms, common rooms and other spaces dedicated to after school programs, educational activities, job training and other such community service activities.
5. Fees and Charges for Services. The terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in contracts between the Company and individual residents. The Owner assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by the Company.
6. Customer Service. The Company shall provide customer service in accordance with its franchise agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, 7 days a week. The Company representatives will be available to respond to customer telephone inquiries during

normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.

7. Private Reception Devices. Notwithstanding anything else in this Agreement to the contrary, the Company shall not interfere with the right of an individual resident to install or use his own private reception device.
8. Interference. If any device or facility belonging to a resident or the Owner does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with the Company's delivery of the Services, the Company reserves the right to discontinue the Services to the Premises or, at the Company's discretion, to the individual unit until such non-conformance is cured by the Owner or resident, as the case may be.
9. Term. This Agreement, when duly executed by both parties, shall constitute a binding agreement between the Owner and the Company and their respective successors and assigns for a term of 10 years from the date first set forth above. This Agreement shall automatically renew for successive periods of 2 months unless either party shall provide the other with a minimum 60 days notice of its intention not to renew at the end of the then current term.
10. Insurance. The Company agrees to maintain public liability insurance and property damage liability insurance as required by the Company's franchise agreement with the Franchise Authority. Upon request, the Company will provide the Owner with a certificate evidencing such insurance.
11. Indemnification. The Company shall indemnify, defend and hold harmless the Owner, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of the Company or its personnel, directors, agents or representatives in the operation or maintenance of the System, the Services provided to residents at the Premises pursuant to this Agreement or a breach of this Agreement. The Owner shall indemnify, defend and hold harmless the Company, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of Owner, its personnel, directors, agents and representatives in the operation or maintenance of the Premises or a breach of this Agreement.
12. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
13. Termination.
 - a) Default. In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting party shall have 60 days to either (i) notify the non-defaulting party that no default occurred and provide reasonable proof thereof, (ii) cure the default, or (iii) if such default is incapable of cure within such 60 day period, commence curing the default within such 60 day period and diligently pursue such cure to completion. In

the event the defaulting party fails to do so within such 60 day period, the non-defaulting party may terminate this Agreement upon 30 days written notice without further liability of either party.

b) Permanent Loss of Authority. This Agreement shall terminate automatically without any further liability on the part of the Company in the event the Company lacks authority to continue to provide the Services to the Premises due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.

c) In the event the Owner loses state or federal authorization to operate the Premises, this Agreement shall terminate automatically without any further liability to Owner.

14. Removal of Company Wiring. Upon termination of this Agreement for any reason, the Company shall have a period of 3 months in which it shall be entitled but not required to remove the Company Wiring. The Company shall promptly repair any damage to the Premises occasioned by such removal.

15. Marketing Support. The term "Marketing Support" shall include, the Owner's display and presentation of the Company's marketing materials for the Company's services to existing and prospective residents. Marketing materials may include, at the Company's discretion, brochures, channel lineups, door hangers, service descriptions, and information regarding prices and special offers. All marketing materials shall be provided by the Company. Owner will ensure marketing materials will be made available to prospective and existing residents in the site's management office in a mutually agreed upon location. Owner is not expected to perform door-to-door delivery of Company's marketing materials.

Marketed Services	Type of Support
All services offered by the Company at the Premises.	Non-exclusive

16. Miscellaneous.

a) Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to acts of God, the failure of equipment or facilities not owned or controlled by a party (including, but not limited to, utility service), denial of access to facilities or rights-of-way essential to serving the Premises, government order or regulation or any other circumstances beyond the reasonable control of the party with the performance obligation.

b) Assignability; Binding Effect. This Agreement may be assigned by either party. The assignee shall agree in writing to be bound by all the terms and conditions hereof. In the event the Owner sells, assigns, transfers or otherwise conveys the Premises to a third party, the Owner shall give the Company prior written notice of such change of ownership or control. The Owner shall cause any new owner or controlling party to expressly assume this Agreement and

agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

c) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles.

d) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

e) Recording. The Company may record this Agreement (or a memorandum summarizing the material terms) in the public records of the county in which the Premises are located.

f) Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, United States Postal Service, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

Housing Authority of the County of Sacramento
801 12th Street
Sacramento, CA 95814
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attn.: MDU Operations Manager

With a copy to:

Comcast Cable Communications, LLC
One Comcast Center
Philadelphia, PA 19103
Attn.: General Counsel

g) Confidentiality. Except for the recordation of this Agreement by the Company as set forth in Section 16(e), each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Owner or the Company to reasonably conduct

its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

h) Entire Agreement; Amendments. All recitals set forth above are hereby incorporated into the body of this Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

i) Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

OWNER

WITNESS/ATTEST

Housing Authority of the County of
Sacramento

Name: _____

By: _____
Name: La Shelle Dozier
Title: Executive Director

ATTEST:

COMPANY

Comcast of Sacramento I, LLC

Name: _____

By: _____
Name: Elaine Barden
Title: Regional VP, Sales and Marketing

EXHIBIT A

(see attached)

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**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

**Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attention: Contracts/BSG Manager**

**Documentary Transfer Tax: \$0. NO
VALUE. No Consideration Based on
Full Value. R&T Code §11911**

**Signature of Declarant
On behalf of Comcast or its affiliates**

APN: 001-0090-003-0000

(SPACE ABOVE FOR RECORDER'S USE)

GRANT OF EASEMENT

This Grant of Easement (the "Easement") dated August 1, 2013, is made by and between Comcast of Sacramento I, LLC, its successors and assigns ("Grantee") and Housing Authority of the County of Sacramento ("Grantor").

The Grantor and the Grantee are parties to a Services Agreement dated August 1, 2013 (the "Agreement") pursuant to which the Grantee provides certain broadband communications services to the property described below (the "Premises").

In consideration of One Dollar (\$1.00), the Grantor, hereby grants and conveys to the Grantee, its successors and assigns, a non-exclusive easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "Company Wiring") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Premises") located in Sacramento County, California described as follows:

Address Range(s) and Street(s): 321 Eliza Street

City / State / Zip Code: Sacramento, CA 95811

APN(s): 001-0090-003-0000 (if multiple APN's, include in legal description)

Commonly Known As: Dos Rios

LEGAL DESCRIPTION:
(See Attachment A)

The Grantor agrees for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with the Company Wiring and shall have free access to the Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted, provided, however, that in making any excavation on the Premises, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for the term of the Agreement and three (3) months thereafter.

GRANTOR:

Housing Authority of the County of Sacramento

By: _____
Name: La Shelle Dozier
Title: Executive Director

ATTACHMENT A

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, WITH A SITUS ADDRESS OF 1209 SITKA ST, SACRAMENTO, CA 95811-0432 CURRENTLY OWNED BY HOUSING AUTHORITY COUNTY OF SACRAMENTO HAVING A TAX ASSESSOR NUMBER OF 001-0090-003-0000 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS TR. OF LAND IN AMERICAN RIVER FLOOD CONTROL DIST. BOUNDED ON THE N. BY THE S. LINE OF RICHARDS BLVD. ON THE E. BY THE C/L OF 14TH ST. ON THE S. BY N. 12TH ST. AND THE C/L OF PROJ. N. D ST. AND ON THE W. BY THE C/L OF DOS RIOS AV. EXC R/W PER 20001122/100. CONTG. 20.99 AC. M/L.

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,

(here insert name and title of the officer)

Personally appeared _____

Name(s) of Signer(s)

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,

(here insert name and title of the officer)

Personally appeared _____

Name(s) of Signer(s)

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (this "Compensation Agreement") is made and entered into on August 1, 2013, by and between Comcast of Sacramento I, LLC (the "Company"), and Housing Authority of the County of Sacramento, (the "Owner"), who owns or has control over certain real estate and improvements thereon located at 321 Eliza Street Sacramento, CA 95811 (the "Premises") consisting of 218 units.

WHEREAS, the Company and the Owner desire to enter into a(n) Services Agreement pursuant to which the Company will provide broadband communications services to the Premises, including, but not limited to, multi-channel video, Internet and voice services;

WHEREAS, in exchange for such rights, the Company will pay the Owner a per unit fee as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the parties, intending to be legally bound, agree as follows:

1. As consideration for the Owner entering into a(n) Services Agreement (the "Agreement") with the Company and granting the Company, among other things, the right to provide its services to the Premises, the Company agrees to pay the Owner a per unit fee of \$115.00 (total \$25,070.00 (the "Per Unit Compensation")) payable within 45 days after the execution of this Compensation Agreement and Agreement by both parties. The Owner shall submit a completed W-9 form and a Vendor Profile, if requested by the Company, upon the execution of this Compensation Agreement.
2. The Owner's right to receive the Per Unit Compensation described herein shall terminate upon termination of the Agreement.
3. The Owner represents, warrants and covenants to the Company that:
 - a) The Owner is validly existing and in good standing under the laws of the jurisdiction in which it is organized.
 - b) The Owner has full authority to enter into this Compensation Agreement and the Agreement and to perform its obligations under both agreements.
4. In the event either party defaults in the performance of this Compensation Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Compensation Agreement which gives rise to the default. The defaulting party shall have 15 days to either (i) notify the non-defaulting party that no default occurred, (ii) cure the default, or (iii) if such default is incapable of cure within such 15 day period, commence curing the default within such 15 day period and diligently pursue such cure to completion within 30 days. If the defaulting party fails to do so within the time frames specified in the preceding sentence, the non-defaulting party may terminate this Compensation Agreement.

5. In addition to any and all other remedies available to the Company at law or in equity, in the event the Agreement is terminated for the uncured default of the Owner, (i) this Compensation Agreement shall terminate immediately, (ii) the Owner's right to receive the Per Unit Compensation shall terminate immediately and (iii) the Owner shall refund to the Company a portion of the Per Unit Compensation paid by the Company up to the date of termination in an amount equal to (A) the total Per Unit Compensation paid to the date of termination, divided by (B) the number of years in the term of the Agreement, multiplied by (C) the number of years remaining in the term of the Agreement as of termination date of this Compensation Agreement.

6. This Compensation Agreement may not be assigned by the Owner, without the prior written consent of the Company.

7. This Compensation Agreement shall be governed and construed in accordance with the laws of the jurisdiction in which the Premises are located.

8. All notices, demands, requests or other communications given under this Compensation Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

Housing Authority of the County of Sacramento
801 12th Street
Sacramento, CA 95814
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attn.: MDU Operations Manager

With a copy to:

Comcast Cable Communications, LLC
One Comcast Center
Philadelphia, PA 19103
Attn.: General Counsel

9. Each party agrees to keep the terms and conditions of this Compensation Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Owner or the Company to reasonably conduct its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency

subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

10. This Compensation Agreement constitutes the entire agreement between the parties regarding the Per Unit Compensation and supersedes all prior agreements, promises and understandings, whether oral or written. This Compensation Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

11. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

[the remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this Compensation Agreement to be executed by their duly authorized representatives as of the date first written above.

OWNER

WITNESS/ATTEST:

Housing Authority of the County of
Sacramento

Name: _____

By: _____
Name: La Shelle Dozier
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

Name: _____

By: _____
Name: Elaine Barden
Title: Regional VP, Sales and Marketing

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into on August 1, 2013, by and between Comcast of Sacramento I, LLC (the "Company") and Housing Authority of the County of Sacramento (the "Owner") who owns or has control over certain real estate and improvements thereon located at 3241 Alta Arden Expwy Sacramento, CA 95825 (the "Premises"), commonly known as "Alta Arden Villa," consisting of 52 residential units plus any units added or constructed in the future at this location.

The Company has been granted a franchise by an authorized governmental agency (the "Franchise Authority") to construct and operate a cable communications system in Sacramento, California (the "Franchise Area"). The Owner desires to provide broadband services to the Premises, including, but not limited to, multi-channel video, high speed data, information and voice services (collectively, the "Services") and the Company is willing to install, maintain and operate a broadband communications system for such purposes on the Premises in accordance with the terms and conditions below.

The parties, for good and valuable consideration, intending to be legally bound, agree as follows:

1. Wiring.

a) Premises Wiring. The Company has installed all facilities necessary to transmit the Services to the Premises, including, but not limited to, distribution cables, amplifiers, pedestals, lock boxes, equipment and appurtenant devices up to and including the Company's tap (collectively, the "Company Wiring"). The cable home run wiring consisting of the coaxial wiring after the Company's tap to the first splitter within each unit and the cable home wiring consisting of the coaxial wiring after the first splitter within each unit have also been installed at the Premises. All work shall be done by the Company in a proper and workmanlike manner in accordance with Federal Communications Commission ("FCC") regulations, industry standards and local codes, unless otherwise provided in this Agreement. The Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company's operation of the wiring as set forth in this Section.

b) The System. The System shall consist of the Company Wiring and the cable home run wiring and cable home wiring.

c) Use and Maintenance of Wiring. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right, at its expense, to operate, maintain, repair and replace, as necessary, the System on the Premises. Neither the Owner nor any third party shall tap into, use or otherwise interfere with the System or any portion thereof for any purpose. The Company shall have the right to interconnect with and use any telephony wiring owned or controlled by the Owner within the units that may become necessary or useful for the provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by the Company.

d) Damages to Premises. The Company, at its expense, agrees to repair and/or replace any damage to the Premises resulting from the operation, maintenance or repair of the System except as otherwise provided in this Agreement.

e) Ownership of Wiring. The Company Wiring is and will remain the personal property of the Company. The cable home run wiring and cable home wiring is and will remain the property of the Owner.

2. Easement. The Owner has the authority to grant and does hereby grant to the Company a non-exclusive easement to operate the Company Wiring, and shall cause such easement to run with the Premises for the term of the Agreement and three (3) months thereafter. The Owner hereby agrees to execute the form of easement attached hereto as Exhibit A.
3. Access. The Owner shall allow Company personnel to enter all common areas of the Premises for the purposes of auditing, selling or disconnecting service, and installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services, and shall use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. The Owner shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.
4. Delivery of Services. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right to deliver the Services to the Premises, unless otherwise required by applicable law. The Owner shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises. For the purpose of this Agreement "bulk services" means (i) any and all Services that are provided to the residents at no charge, on a reduced rate or discounted basis in an oral or written agreement between the Owner and the service provider; (ii) any or all Services that are automatically provided to the residents as an amenity of the Premises; or (iii) any and all Services where a subscription to or purchase of such Services by the residents is required as a condition of their occupancy of the Premises. It is understood and acknowledged by the Company, however, that the restriction in this paragraph on Bulk Services does not apply to community rooms, common rooms and other spaces dedicated to after school programs, educational activities, job training and other such community service activities.
5. Fees and Charges for Services. The terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in contracts between the Company and individual residents. The Owner assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by the Company.
6. Customer Service. The Company shall provide customer service in accordance with its franchise agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, 7 days a week. The Company representatives will be available to respond to customer telephone inquiries during

normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.

7. Private Reception Devices. Notwithstanding anything else in this Agreement to the contrary, the Company shall not interfere with the right of an individual resident to install or use his own private reception device.
8. Interference. If any device or facility belonging to a resident or the Owner does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with the Company's delivery of the Services, the Company reserves the right to discontinue the Services to the Premises or, at the Company's discretion, to the individual unit until such non-conformance is cured by the Owner or resident, as the case may be.
9. Term. This Agreement, when duly executed by both parties, shall constitute a binding agreement between the Owner and the Company and their respective successors and assigns for a term of 10 years from the date first set forth above. This Agreement shall automatically renew for successive periods of 2 months unless either party shall provide the other with a minimum 60 days notice of its intention not to renew at the end of the then current term.
10. Insurance. The Company agrees to maintain public liability insurance and property damage liability insurance as required by the Company's franchise agreement with the Franchise Authority. Upon request, the Company will provide the Owner with a certificate evidencing such insurance.
11. Indemnification. The Company shall indemnify, defend and hold harmless the Owner, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of the Company or its personnel, directors, agents or representatives in the operation or maintenance of the System, the Services provided to residents at the Premises pursuant to this Agreement or a breach of this Agreement. The Owner shall indemnify, defend and hold harmless the Company, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of Owner, its personnel, directors, agents and representatives in the operation or maintenance of the Premises or a breach of this Agreement.
12. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
13. Termination.
 - a) Default. In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting party shall have 60 days to either (i) notify the non-defaulting party that no default occurred and provide reasonable proof thereof, (ii) cure the default, or (iii) if such default is incapable of cure within such 60 day period, commence curing the default within such 60 day period and diligently pursue such cure to completion. In

the event the defaulting party fails to do so within such 60 day period, the non-defaulting party may terminate this Agreement upon 30 days written notice without further liability of either party.

b) Permanent Loss of Authority. This Agreement shall terminate automatically without any further liability on the part of the Company in the event the Company lacks authority to continue to provide the Services to the Premises due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.

c) In the event the Owner loses state or federal authorization to operate the Premises, this Agreement shall terminate automatically without any further liability to Owner.

14. Removal of Company Wiring. Upon termination of this Agreement for any reason, the Company shall have a period of 3 months in which it shall be entitled but not required to remove the Company Wiring. The Company shall promptly repair any damage to the Premises occasioned by such removal.

15. Marketing Support. The term "Marketing Support" shall include, the Owner's display and presentation of the Company's marketing materials for the Company's services to existing and prospective residents. Marketing materials may include, at the Company's discretion, brochures, channel lineups, door hangers, service descriptions, and information regarding prices and special offers. All marketing materials shall be provided by the Company. Owner will ensure marketing materials will be made available to prospective and existing residents in the site's management office in a mutually agreed upon location. Owner is not expected to perform door-to-door delivery of Company's marketing materials.

Marketed Services	Type of Support
All services offered by the Company at the Premises.	Non-exclusive

16. Miscellaneous.

a) Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to acts of God, the failure of equipment or facilities not owned or controlled by a party (including, but not limited to, utility service), denial of access to facilities or rights-of-way essential to serving the Premises, government order or regulation or any other circumstances beyond the reasonable control of the party with the performance obligation.

b) Assignability; Binding Effect. This Agreement may be assigned by either party. The assignee shall agree in writing to be bound by all the terms and conditions hereof. In the event the Owner sells, assigns, transfers or otherwise conveys the Premises to a third party, the Owner shall give the Company prior written notice of such change of ownership or control. The Owner shall cause any new owner or controlling party to expressly assume this Agreement and

agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

c) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles.

d) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

e) Recording. The Company may record this Agreement (or a memorandum summarizing the material terms) in the public records of the county in which the Premises are located.

f) Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, United States Postal Service, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

Housing Authority of the County of Sacramento
801 12th Street
Sacramento, CA 95814
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attn.: MDU Operations Manager

With a copy to:

Comcast Cable Communications, LLC
One Comcast Center
Philadelphia, PA 19103
Attn.: General Counsel

g) Confidentiality. Except for the recordation of this Agreement by the Company as set forth in Section 16(e), each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Owner or the Company to reasonably conduct

its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

h) Entire Agreement; Amendments. All recitals set forth above are hereby incorporated into the body of this Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

i) Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

[the remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

OWNER

WITNESS/ATTEST

Housing Authority of the County of
Sacramento

Name: _____

By: _____
Name: La Shelle Dozier
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

Name: _____

By: _____
Name: Elaine Barden
Title: Regional VP, Sales and Marketing

EXHIBIT A

(see attached)

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**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

**Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attention: Contracts/BSG Manager**

**Documentary Transfer Tax: \$0. NO
VALUE. No Consideration Based on
Full Value. R&T Code §11911**

**Signature of Declarant
On behalf of Comcast or its affiliates**

APN: 279-0210-029-0000

(SPACE ABOVE FOR RECORDER'S USE)

GRANT OF EASEMENT

This Grant of Easement (the "Easement") dated August 1, 2013, is made by and between Comcast of Sacramento I, LLC, its successors and assigns ("Grantee") and Housing Authority of the County of Sacramento ("Grantor").

The Grantor and the Grantee are parties to a Services Agreement dated August 1, 2013 (the "Agreement") pursuant to which the Grantee provides certain broadband communications services to the property described below (the "Premises").

In consideration of One Dollar (\$1.00), the Grantor, hereby grants and conveys to the Grantee, its successors and assigns, a non-exclusive easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "Company Wiring") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Premises") located in Sacramento County, California described as follows:

Address Range(s) and Street(s): 3241 Alta Arden Expwy

City / State / Zip Code: Sacramento, CA 95825

APN(s): 279-0210-029-0000 (if multiple APN's, include in legal description)

Commonly Known As: Alta Arden Villa

LEGAL DESCRIPTION:
(See Attachment A)

The Grantor agrees for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with the Company Wiring and shall have free access to the Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted, provided, however, that in making any excavation on the Premises, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for the term of the Agreement and three (3) months thereafter.

GRANTOR:

Housing Authority of the County of Sacramento

By: _____
Name: La Shelle Dozier
Title: Executive Director

ATTACHMENT A

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, WITH A SITUS ADDRESS OF ALTA ARDEN EXPY, SACRAMENTO, CA 95825 CURRENTLY OWNED BY HOUSING AUTHORITY COUNTY OF SACRAMENTO HAVING A TAX ASSESSOR NUMBER OF 279-0210-029-0000 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS POR OF SEC 29, RANCHO DEL PASO DESC AS BEG AT NE COR OF SW 1/4 OF SE 1/4 SEC 29, RANCHO DEL PASO, TH FR SD POB S 89° 02' 30" W 766.11 FT, TH CURVE TO THE LEFT N ON ARC OF 940 FT RAD, SD ARC BEING SUBT BY A CHORD BEARING S 59° 24' 11" E 17.57 FT, TH S 58° 52' 05" E 181.37 FT, TH CURVE TO THE LEFT ON AN ARC OF 860 FT RAD, SD ARC BEING SUBT BY A CHORD BEARING S 79° 48' 50" E 612.22 FT., TH N 01° 46' 30" W 223.90 FT TO THE POB. CONTG. 3.00 AC M/L AND DESCRIBED IN DOCUMENT NUMBER 821028-463 RECORDED 10/28/1982.

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

Personally appeared _____
Name(s) of Signer(s)

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
(Seal)

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

Personally appeared _____
Name(s) of Signer(s)

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
(Seal)

COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (this "Compensation Agreement") is made and entered into on August 1, 2013, by and between Comcast of Sacramento I, LLC (the "Company"), and Housing Authority of the County of Sacramento, (the "Owner"), who owns or has control over certain real estate and improvements thereon located at 3241 Alta Arden Expwy Sacramento, CA 95825 (the "Premises") consisting of 52 units.

WHEREAS, the Company and the Owner desire to enter into a(n) Services Agreement pursuant to which the Company will provide broadband communications services to the Premises, including, but not limited to, multi-channel video, Internet and voice services;

WHEREAS, in exchange for such rights, the Company will pay the Owner a per unit fee as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the parties, intending to be legally bound, agree as follows:

1. As consideration for the Owner entering into a(n) Services Agreement (the "Agreement") with the Company and granting the Company, among other things, the right to provide its services to the Premises, the Company agrees to pay the Owner a per unit fee of \$50.00 (total \$2,600.00 (the "Per Unit Compensation")) payable within 45 days after the execution of this Compensation Agreement and Agreement by both parties. The Owner shall submit a completed W-9 form and a Vendor Profile, if requested by the Company, upon the execution of this Compensation Agreement.

2. The Owner's right to receive the Per Unit Compensation described herein shall terminate upon termination of the Agreement.

3. The Owner represents, warrants and covenants to the Company that:

a) The Owner is validly existing and in good standing under the laws of the jurisdiction in which it is organized.

b) The Owner has full authority to enter into this Compensation Agreement and the Agreement and to perform its obligations under both agreements.

4. In the event either party defaults in the performance of this Compensation Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Compensation Agreement which gives rise to the default. The defaulting party shall have 15 days to either (i) notify the non-defaulting party that no default occurred, (ii) cure the default, or (iii) if such default is incapable of cure within such 15 day period, commence curing the default within such 15 day period and diligently pursue such cure to completion within 30 days. If the defaulting party fails to do so within the time frames specified in the preceding sentence, the non-defaulting party may terminate this Compensation Agreement.

5. In addition to any and all other remedies available to the Company at law or in equity, in the event the Agreement is terminated for the uncured default of the Owner, (i) this Compensation Agreement shall terminate immediately, (ii) the Owner's right to receive the Per Unit Compensation shall terminate immediately and (iii) the Owner shall refund to the Company a portion of the Per Unit Compensation paid by the Company up to the date of termination in an amount equal to (A) the total Per Unit Compensation paid to the date of termination, divided by (B) the number of years in the term of the Agreement, multiplied by (C) the number of years remaining in the term of the Agreement as of termination date of this Compensation Agreement.

6. This Compensation Agreement may not be assigned by the Owner, without the prior written consent of the Company.

7. This Compensation Agreement shall be governed and construed in accordance with the laws of the jurisdiction in which the Premises are located.

8. All notices, demands, requests or other communications given under this Compensation Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

Housing Authority of the County of Sacramento
801 12th Street
Sacramento, CA 95814
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attn.: MDU Operations Manager

With a copy to:

Comcast Cable Communications, LLC
One Comcast Center
Philadelphia, PA 19103
Attn.: General Counsel

9. Each party agrees to keep the terms and conditions of this Compensation Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Owner or the Company to reasonably conduct its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency

subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

10. This Compensation Agreement constitutes the entire agreement between the parties regarding the Per Unit Compensation and supersedes all prior agreements, promises and understandings, whether oral or written. This Compensation Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

11. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

[the remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this Compensation Agreement to be executed by their duly authorized representatives as of the date first written above.

OWNER

WITNESS/ATTEST:

Housing Authority of the County of
Sacramento

Name: _____

By: _____
Name: La Shelle Dozier
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

Name: _____

By: _____
Name: Elaine Barden
Title: Regional VP, Sales and Marketing



July 11, 2013

Sacramento Housing and
Redevelopment Commission
Sacramento, CA

Honorable Members in Session:

SUBJECT:

Amendment to the 2013 One Year Action Plan and Various Year Action Plans in relation to the Neighborhood Stabilization Program Three (NSP-3) And Amendment to the Agency Budget

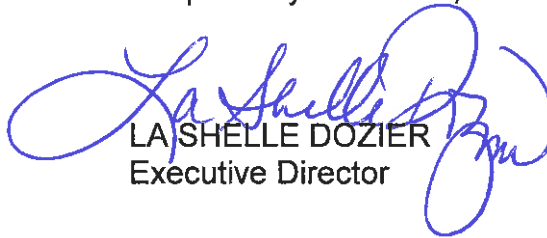
SUMMARY

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

RECOMMENDATION

The 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, CA 95814-2671
www.CityofSacramento.org**

**Consent
August 13, 2013**

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

Title: Amendment to the 2013 One-Year Action Plan and Various Year Action Plans in Relation to the Neighborhood Stabilization Program Three (NSP-3), and Amendment to the Agency Budget

Location/Council District: Citywide

Issue: This report seeks authorization to amend the 2013 One-Year Action Plan and various year Action Plans, and to amend the NSP-3 budget in order to reallocate and accelerate the expenditure of remaining grant funds prior to the program's regulated deadline.

Recommendation: Adopt: 1) a **City Council Resolution** a) approving amendments to the 2013 One-Year Action Plan and various year Action Plans; b) authorizing the Sacramento Housing and Redevelopment Agency (SHRA) to submit the amendments to the 2013 One-Year Action Plan and various year Action Plans to the U.S. Department of Housing and Urban Development (HUD), and; c) authorizing SHRA to amend the Agency budget to reprogram NSP-3 funds totaling approximately \$637,137, and; 2) a **Housing Authority Resolution** a) authorizing the Executive Director, or her designee, to amend the Housing Authority budget to reprogram funding in the estimated amount of \$637,137 to the NSP-3 Single-Family Property Recycling Program.

Contact: Chris Pahule, Program Manager, Community Development, 440-1350

Presenters: N/A

Department: Sacramento Housing and Redevelopment Agency

Description/Analysis

Issue: In March 2011, as a part of the third round of the Neighborhood Stabilization Program (NSP-3), the City and County of Sacramento were awarded a combined grant totaling \$8.3 million to continue recovery efforts designed to help stem the decline of neighborhoods negatively impacted by high concentrations of abandoned, foreclosed, or vacant properties. These funds

Amendment to 2013 One-Year Action Plan and Agency Budget

have been used to leverage and expand on the success of two activities initiated under the original NSP grant (NSP1) which include the Property Recycling Program (PRP) and Vacant Property Program (VPP). These programs have been in operation since February 2009 and through strategic investments and partnerships, SHRA has concentrated on 1) revitalizing problem multi-family neighborhoods suffering from extreme physical blight and heightened police activity, and 2) creating affordable homeownership opportunities by acquiring and rehabilitating vacant single-family homes that have proceeded through a trustee sale or where ownership has transferred to a bank or other lending institution.

The NSP-3 program has a statutory requirement that 100 percent of the original grant must be expended by March 2014. Current efforts underway within NSP-3 include the rehabilitation and resale of 45 single-family homes in the PRP which are on track to meet the statutory requirement. However, in order to ensure the timely expenditure of the total allotted NSP-3 grant funds by the program's deadline, staff recommends reprogramming unencumbered funds totaling approximately \$637,137 to the PRP to allow for a more immediate expenditure of funds. Because the PRP relies on program income generated from home sales to pay for additional rehabilitation projects, the additional funding will allow for more homes to be rehabilitated and offered for sale.

Policy Considerations: The recommended actions in this staff report are consistent with the 2008-2013 Housing Element of the General Plan adopted November 18, 2008, which indicates that "The City shall support efforts to alleviate the individual and community problems associated with mortgage default and foreclosure." To implement this policy, the Housing Element includes program 19, committing the City to enact a comprehensive plan for addressing the foreclosure crisis, including "neighborhood reinvestment strategies."

Environmental Considerations:

California Environmental Quality Act (CEQA): The action of reallocating funds does not constitute a project under CEQA and no further environmental review is required pursuant to CEQA Guidelines Section 15162. The individual actions proposed under the NSP3 Guidelines, including the acquisition and rehabilitation of existing single-family and multi-family properties are Categorically Exempt under the California Environmental Quality Act (CEQA) Guidelines Section 15301.

Sustainability Considerations: The activities included in this report have been reviewed for consistency with the goals, policies and targets of the Sustainability Master Plan and the 2030 General Plan. As presented, the contents of this report will advance the following goals, policies and targets: rehabilitating units following green building standards; improve energy efficiency of the rehabilitated homes; and create healthy urban environments through restorative redevelopment.

Amendment to 2013 One-Year Action Plan and Agency Budget

National Environmental Policy Act (NEPA): This action constitutes updates to existing plans, programs, budget amendments and designation of authority to carry out activities associated with the allocation of funding only. This action does not constitute approval for any specific projects, and does not change the scope or character or effect on the environment for any specific project that may have already been reviewed and approved. As such, these actions are exempt from or do not require environmental review under CEQA or NEPA(24 CFR 58.34 (3))

Commission Action: At its meeting on July 17, 2013, the Sacramento Housing and Redevelopment Commission conducted a public hearing and considered the staff recommendation for this item. The votes were as follows:

AYES:

NOES:

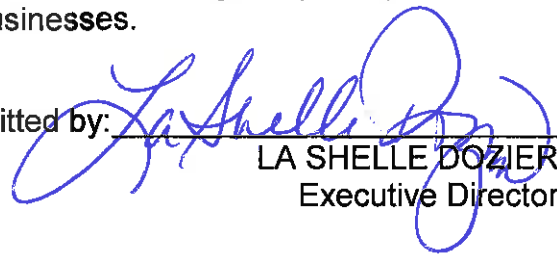
ABSENT:

Rationale for Recommendation: Staff is recommending the reallocation funds to the NSP-3 Single-Family PRP in an effort to fully expend unencumbered grant proceeds prior to the program’s regulated deadline, provide capital to an activity that can readily utilize additional operating income, and to assist in the rehabilitation and early delivery of affordable single-family dwellings for acquisition by eligible households.

Financial Considerations: No new funding is being sought. Allocations made in the proposed amendment to the 2013 One-Year Action Plan and various year Action Plans are based on a NSP-3 grant award of \$8.3 million. This report recommends reprogramming unencumbered funds totaling approximately \$125,017 from the NSP-3 Multi-Family PRP and approximately \$512,120 from the VPP, and reallocating the combined funds totaling approximately \$637,137 to the Single-Family PRP.

M/WBE and Section 3 Considerations: Minority and Woman’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. To the extent possible, SHRA shall encourage all participants to hire locally and to partner with emerging small businesses.

Respectfully Submitted by:



LA SHELLE DOZIER
Executive Director

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RESOLUTION NO. 2013 -

Adopted by the Sacramento City Council

On date of

AMENDMENT TO THE 2013 ONE-YEAR ACTION PLAN AND VARIOUS YEAR ACTION PLANS IN RELATION TO THE NEIGHBORHOOD STABILIZATION PROGRAM THREE (NSP-3), AND; AMENDMENT TO THE AGENCY BUDGET TO REALLOCATE FUNDS AND OTHER RELATED FINDINGS

BACKGROUND

- A. On July 21, 2010, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 provided an additional \$1 billion for the third round of funding under the Neighborhood Stabilization Program, known as NSP-3, that was originally established under the Housing and Economic Recovery Act of 2008 (HERA).
- B. On February 15, 2011, the Council authorized the Sacramento Housing and Redevelopment Agency (SHRA) to file an application with HUD to carry out the activities of the NSP-3 grant program under the name of the County of Sacramento that would be administered by SHRA on behalf of the City and County of Sacramento. Additionally, the Council authorized SHRA to acquire Housing Authority Section 32 dwelling units contingent upon HUD approval, and to undertake rehabilitation and resale activities consistent with the guidelines of the NSP-3 Property Recycling Program.
- C. On March 9, 2011, the City and County of Sacramento were awarded \$8,358,000 under NSP-3 to continue neighborhood revitalization efforts associated with the strategic redevelopment of vacant properties.
- D. On January 8, 2013, the Housing Authority of the City of Sacramento, staffed by SHRA, was designated as the entity for administering federal grant draw functions and Action Plan funding on behalf of the City of Sacramento Housing Authority.
- E. On January 8, 2013, the Council approved the 2013-1017 Consolidated Plan and the 2013 One-Year Acton Plan containing grant funded projects and programs.
- F. SHRA has determined that there are unencumbered funds remaining within the NSP-3 Multi-Family Property Recycling Program (PRP) and the Vacant Property Program (VPP) that must be expended by the March 9, 2014 grant expenditure deadline, and therefore appropriate steps should be taken to amend the 2013 One-Year Action Plan and various year Action Plans, and obtain an authorization to reallocate the funds to the Single Family PRP where the funds can be applied in a timely manner toward the rehabilitation of the Section 32 dwelling units acquired from the Housing Authorities of the City and County of Sacramento.

- g. This action constitutes updates to existing plans, programs, budget amendments and designation of authority to carry out activities associated with the allocation of funding only. This action does not constitute approval for any specific projects, and does not change the scope or character or effect on the environment for any specific project that may have already been reviewed and approved. As such, these actions are exempt from or do not require environmental review under the California Environmental Quality Act (CEQA) or the National Environmental Policy Act (NEPA) 24 CFR 58.34(a)(3)).

- H. A noticed public hearing soliciting comments on the amendment to the 2013 One-Year Action Plan and various year Action Plans, and amendment to the NSP-3 budget to reallocate funds from the NSP-3 Multi-Family Property Recycling Program and the Vacant Property Program to the Single-Family Property Recycling Program, was held by the Sacramento Housing and Redevelopment Commission on July 17, 2013.

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 this action, are approved.

- Section 2. The amendment to the 2013 One-Year Action Plan and various year Action Plans to reprogram funding in the estimated amounts of \$125,017 from the NSP-3 Multi-Family Property Recycling Program and \$512,120 from the NSP-3 Vacant Property Program and allocate the funds to the NSP-3 Single-Family Property Recycling Program is approved.

- Section 3. SHRA is authorized to submit the amendment to the 2013 One-Year Action Plan and various year Action Plans to HUD.

- Section 4. SHRA is authorized to amend the Agency's budget to reprogram the NSP-3 funds.

RESOLUTION NO. 2013 -

Adopted by the Housing Authority of the City of Sacramento

on date of

AMENDMENT TO THE 2013 ONE-YEAR ACTION PLAN AND VARIOUS YEAR ACTION PLANS IN RELATION TO THE NEIGHBORHOOD STABILIZATION PROGRAM THREE (NSP-3), AND; AMENDMENT TO THE AGENCY BUDGET TO REALLOCATE FUNDS AND OTHER RELATED FINDINGS

BACKGROUND

- A. The U.S. Department of Housing and Urban Development (HUD) requires the adoption of a Five-Year Consolidated Plan (Con Plan) and an annual Action Plan, consistent with the Con Plan, to identify the programs and projects for expenditure of federal fund.
- B. On July 21, 2010, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 provided an additional \$1 billion for the third round of funding under the Neighborhood Stabilization Program, known as NSP-3, that was originally established under the Housing and Economic Recovery Act of 2008 (HERA).
- C. On March 9, 2011, the City and County of Sacramento were awarded \$8,358,000 under NSP-3 to continue neighborhood revitalization efforts associated with the strategic redevelopment of vacant properties.
- D. On January 8, 2012, the Housing Authority, staffed by the Sacramento Housing and Redevelopment Agency (SHRA), was designated as the entity for administering federal grant draw functions and Action Plan funding on behalf of the City of Sacramento.
- E. On January 8, 2013, the City Council and the Housing Authority adopted the 2013-1017 Consolidated Plan and the 2013 One-Year Acton Plan identifying the City's housing and community development needs, a long-term strategy to meet those needs, and the projects and programs targeted to receive federal funding.
- F. SHRA has determined that there are unencumbered funds remaining within the NSP-3 Multi-Family Property Recycling Program (PRP) and the Vacant Property Program (VPP) that must be expended by the March 9, 2014 grant expenditure deadline, and therefore appropriate steps should be taken to amend the 2013 One-Year Action Plan and various year Action Plans, and obtain an authorization to reallocate the funds to the Single-Family PRP where the funds can be applied in a timely manner toward the rehabilitation of the Section 32 dwelling units acquired from the Housing Authorities of the City and County of Sacramento.

- G. This action constitutes updates to existing plans, programs, budget amendments and designation of authority to carry out activities associated with the allocation of funding only. This action does not constitute approval for any specific projects, and does not change the scope or character or effect on the environment for any specific project that may have already been reviewed and approved. As such, these actions are exempt from or do not require environmental review under California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA) 24 CFR 58.34(a)(3)).

- H. A noticed public hearing soliciting comments on the amendment to the 2013 One-Year Action Plan and various year Action Plans, and amendment to the NSP-3 budget to reallocate funds from the NSP-3 Multi-Family Property Recycling Program and the Vacant Property Program to the Single-Family Property Recycling Program, was held by the Sacramento Housing and Redevelopment Commission on July 17, 2013.

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

- Section 1. All evidence presented having been duly considered, the findings, including environmental findings regarding this action, are approved.

- Section 2. The Executive Director, or designee, is authorized to amend the Housing Authority budget to reprogram funding in the estimated amounts of \$125,017 from the NSP-3 Multi-Family Property Recycling Program and \$512,120 from the NSP-3 Vacant Property Program and allocate the funds to the NSP-3 Single-Family Property Recycling Program.



July 11, 2013

Sacramento Housing and
Redevelopment Commission
Sacramento, CA

Honorable Members in Session:

SUBJECT:

Amendment to the 2013 One Year Action Plan and Various Year Action Plans in relation to the Neighborhood Stabilization Program Three (NSP-3) And Amendment to the Agency Budget

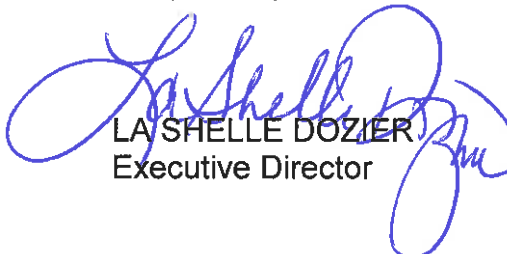
SUMMARY

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

RECOMMENDATION

The staff recommends approval of the recommendations outlined in this report.

Respectfully submitted,


LASHELLE DOZIER
Executive Director

Attachment

**COUNTY OF SACRAMENTO
CALIFORNIA**

For the Agenda of:
August 13, 2013

To: Board of Supervisors and Housing Authority of the County of Sacramento

From: Sacramento Housing and Redevelopment Agency

Subject: Amendment To The 2013 One-Year Action Plan And Various Year Action Plans
In Relation To The Neighborhood Stabilization Program Three (NSP-3) And
Amendment To The Agency Budget

Supervisory
District: All

Contact: Chris Pahule, Program Manager, Housing and Community Development, 440-
1350

Overview

This report seeks authorization to amend the 2013 One-Year Action Plan and various year Action Plans, and to amend the NSP-3 budget in order to reallocate and accelerate the expenditure of remaining grant funds prior to the program's regulated deadline.

Recommendations

Board of Supervisors:

1. Approve amendments to the 2013 One-Year Action Plan and various year Action Plans.
2. Authorize the Sacramento Housing and Redevelopment Agency (SHRA) to submit the amendments to the 2013 One-Year Action Plan and various year Action Plans to the U.S. Department of Housing and Urban Development (HUD).
3. Authorize SHRA to amend the Agency budget to reprogram NSP-3 funds in the estimated amount of \$637,137.

Housing Authority:

1. Authorize the Executive Director, or her designee, to amend the Housing Authority budget to reprogram funding in the estimated amount of \$637,137 to the NSP-3 Single-Family Property Recycling Program.

Measures/Evaluation

The proposed amendment to the 2013 One-Year Action Plan and the transfer of funds is intended to expedite the expenditure of funds and to more efficiently utilize an available source of capital for the rehabilitation of an existing inventory of single-family properties.

Fiscal Impact

No new funding is requested. The reallocations being proposed in the amendment to the 2013 One-Year Action Plan and various year Action Plans are based on a NSP-3 grant award of \$8.3 million.

BACKGROUND

In March 2011, as a part of the third round of the Neighborhood Stabilization Program (NSP-3) the City and County of Sacramento were awarded a combined grant totaling \$8.3 million to continue recovery efforts designed to help stem the decline of neighborhoods negatively impacted by high concentrations of abandoned, foreclosed, or vacant properties. These funds have been used to leverage and expand on the success of two activities initiated under the original NSP grant (NSP1) which include the Property Recycling Program (PRP) and Vacant Property Program (VPP). These programs have been in operation since February 2009 and through strategic investments and partnerships, SHRA has concentrated on 1) revitalizing problem multi-family neighborhoods suffering from extreme physical blight and heightened police activity, and 2) creating affordable homeownership opportunities by acquiring and rehabilitating vacant single-family homes that have proceeded through a trustee sale or where ownership has transferred to a bank or other lending institution.

DISCUSSION

The NSP-3 program has a statutory requirement that 100% of the original grant must be expended by March 2014. Current efforts underway within NSP-3 include the rehabilitation and resale of 45 single-family homes in the PRP which are on track to meet the statutory requirement. However, in order to ensure the timely expenditure of the total allotted NSP-3 grant funds by the program's deadline, staff recommends reprogramming unencumbered funds totaling approximately \$637,137 to the PRP to allow for a more immediate expenditure of funds. Because the PRP relies on program income generated from home sales to pay for additional rehabilitation projects, the additional funding will allow for more homes to be quickly rehabilitated and offered for sale.

COMMISSION ACTION

At its meeting on July 17, 2013, the Sacramento Housing and Redevelopment Commission conducted a public hearing and considered the staff recommendation for this item. The votes were as follows:

AYES:

NOES:

ABSENT:

MEASURES/EVALUATIONS

Staff is recommending the reallocation funds to the NSP-3 Single-Family PRP in an effort to fully expend unencumbered grant proceeds prior to the program's regulated deadline, provide capital to an activity that can readily utilize additional operating income, and to assist in the

rehabilitation and early delivery of affordable single-family dwellings for acquisition by eligible households.

FINANCIAL ANALYSIS

No additional funding is being sought in conjunction with the proposed amendment to the 2013 One-Year Action Plan and various year Action Plans. This report recommends reprogramming approximately \$125,017 from the NSP-3 Multi-Family PRP and approximately \$512,120 from the VPP, and reallocating the combined funds totaling approximately \$637,137 to the Single-Family PRP.

POLICY CONSIDERATIONS

The recommended actions in this staff report are consistent with the County of Sacramento’s 2008-2013 Housing Element of the General Plan adopted December 17, 2008. Policy HE-15 of the Housing Element indicates that the County shall “Support efforts to alleviate the individual and community problems associated with mortgage default and foreclosure”.

ENVIRONMENTAL REVIEW

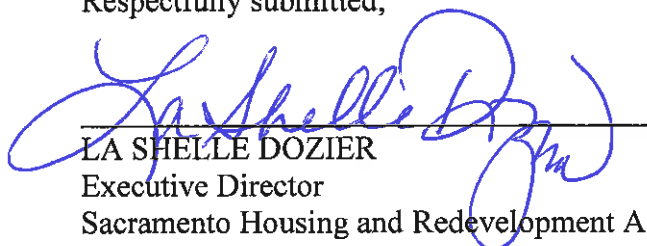
This action constitutes updates to existing plans, programs, budget amendments and designation of authority to carry out activities associated with the allocation of funding only. This action does not constitute approval for any specific projects, and does not change the scope or character or effect on the environment for any specific project that may have already been reviewed and approved. As such, these actions are exempt from or do not require environmental review under CEQA or NEPA 24 CFR 58.34(a)(3)).

M/WBE AND SECTION 3 CONSIDERATIONS

Minority and Woman’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. To the extent possible, SHRA shall encourage all participants to hire locally and to partner with emerging small businesses.

Respectfully submitted,

APPROVED


LA SHELLE DOZIER
Executive Director
Sacramento Housing and Redevelopment Agency

BRADLEY J. HUDSON
County Executive

Attachments:
RES – County BOS Resolution
RES – County HA Resolution

RESOLUTION NO. _____

ON DATE OF

AMENDMENT TO THE 2013 ONE-YEAR ACTION PLAN AND VARIOUS YEAR ACTION PLANS IN RELATION TO THE NEIGHBORHOOD STABILIZATION PROGRAM THREE (NSP-3), AND; AMENDMENT TO THE AGENCY BUDGET TO REALLOCATE FUNDS AND OTHER RELATED FINDINGS

WHEREAS, on July 21, 2010, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 provided an additional \$1 billion for the third round of funding under the Neighborhood Stabilization Program, known as NSP-3, that was originally established under the Housing and Economic Recovery Act of 2008 (HERA);

WHEREAS, on February 15, 2011, the Board authorized the Sacramento Housing and Redevelopment Agency (SHRA) to file an application with HUD to carry out the activities of the NSP-3 grant program under the name of the County of Sacramento that would be administered by SHRA on behalf of the City and County of Sacramento. Additionally, the Board authorized SHRA to acquire Housing Authority Section 32 dwelling units contingent upon HUD approval, and to undertake rehabilitation and resale activities consistent with the guidelines of the NSP-3 Property Recycling Program;

WHEREAS, on March 9, 2011, the City and County of Sacramento were awarded \$8,358,000 under NSP-3 to continue neighborhood revitalization efforts associated with the strategic redevelopment of vacant properties;

WHEREAS, on January 8, 2013, the Housing Authority of the County of Sacramento, staffed by SHRA, was designated as the entity for administering federal grant draw functions and Action Plan funding on behalf of the County of Sacramento. Housing Authority;

WHEREAS, on January 8, 2013, the Board approved the 2013-1017 Consolidated Plan and the 2013 One-Year Acton Plan containing grant funded projects and programs;

WHEREAS, SHRA has determined that there are unencumbered funds remaining within the NSP-3 Multi-Family Property Recycling Program (PRP) and the Vacant Property Program (VPP) that must be expended by the March 9, 2014 grant expenditure deadline, and therefore appropriate steps should be taken to amend the 2013 One-Year Action Plan and various year Action Plans, and obtain an authorization to reallocate the funds to the Single-Family PRP where the funds can be applied in a timely manner toward the rehabilitation of the Section 32 dwelling units acquired from the Housing Authorities of the City and County of Sacramento;

WHEREAS,. this action constitutes updates to existing plans, programs, budget amendments and designation of authority to carry out activities associated with the allocation of funding only. This action does not constitute approval for any specific projects, and does not change the scope or character or effect on the environment for any specific project that may have already been reviewed and approved. As such, these actions are exempt from or do not require environmental review under CEQA or NEPA (24 CFR (a)(3)).

WHEREAS, a noticed public hearing soliciting comments on the amendment to the 2013 One-Year Action Plan and various year Action Plans, and amendment to the NSP-3 budget to reallocate funds from the NSP-3 Multi-Family Property Recycling Program and the Vacant Property Program to the Single-Family Property Recycling Program, was held by the Sacramento Housing and Redevelopment Commission on July 17, 2013.

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

Section 1: All evidence presented having been duly considered, the findings, including environmental findings regarding this action, are approved.

Section 2: The amendment to the 2013 One-Year Action Plan and various year Action Plans to reprogram funding in the estimated amounts of \$125,017 from the NSP-3 Multi-Family Property Recycling Program and \$512,120 from the NSP-3 Vacant Property Program and allocate the funds to the NSP-3 Single Family Property Recycling Program is approved.

Section 3: SHRA is authorized to submit the amendment to the 2013 One-Year Action Plan and various year Action Plans to HUD.

Section 4: SHRA is authorized to amend the Agency's budget to reprogram the NSP-3 funds.

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 13th day of August, 2013, by the following vote, to wit:

- AYES: Supervisors,
- NOES: Supervisors,
- ABSENT: Supervisors,
- ABSTAIN: Supervisors,

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors

RESOLUTION NO. _____

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

ON DATE OF

**AMENDMENT TO THE 2013 ONE-YEAR ACTION PLAN AND VARIOUS YEAR
ACTION PLANS IN RELATION TO THE NEIGHBORHOOD STABILIZATION
PROGRAM THREE (NSP-3), AND; AMENDMENT TO THE AGENCY BUDGET TO
REALLOCATE FUNDS AND OTHER RELATED FINDINGS**

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires the adoption of a Five-Year Consolidated Plan (Con Plan) and an annual Action Plan, consistent with the Con Plan, to identify the programs and projects for expenditure of federal funds;

WHEREAS, on July 21, 2010, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 provided an additional \$1 billion for the third round of funding under the Neighborhood Stabilization Program, known as NSP-3, that was originally established under the Housing and Economic Recovery Act of 2008 (HERA);

WHEREAS, on March 9, 2011, the City and County of Sacramento were awarded \$8,358,000 under NSP-3 to continue neighborhood revitalization efforts associated with the strategic redevelopment of vacant properties;

WHEREAS, on January 8, 2012, the Housing Authority, staffed by the Sacramento Housing and Redevelopment Agency (SHRA), was designated as the entity for administering federal grant draw functions and Action Plan funding on behalf of the County of Sacramento;

WHEREAS, on January 8, 2013, the Board of Supervisors (Board) and the Housing Authority adopted the 2013-1017 Consolidated Plan and the 2013 One-Year Action Plan identifying the County's housing and community development needs, a long-term strategy to meet those needs, and the projects and programs targeted to receive federal funding;

WHEREAS, SHRA has determined that there are unencumbered funds remaining within the NSP-3 Multi-Family Property Recycling Program (PRP) and the Vacant Property Program (VPP) that must be expended by the March 9, 2014 grant expenditure deadline, and therefore appropriate steps should be taken to amend the 2013 One-Year Action Plan and various year Action Plans, and obtain an authorization to reallocate the funds to the Single-Family PRP where the funds can be applied in a timely manner toward the rehabilitation of the Section 32 dwelling units acquired from the Housing Authorities of the City and County of Sacramento;

WHEREAS, this action constitutes updates to existing plans, programs, budget amendments and designation of authority to carry out activities associated with the allocation of funding only. This action does not constitute approval for any specific projects, and does not change the scope or character or effect on the environment for any specific project that may have already been reviewed and approved. As such, these actions are exempt from or do not require environmental review under California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA) 24 CFR 58.34(a)(3)).

WHEREAS, a noticed public hearing soliciting comments on the amendment to the 2013 One-Year Action Plan and various year Action Plans, and amendment to the NSP-3 budget to reallocate funds from the NSP-3 Multi-Family Property Recycling Program and the Vacant Property Program to the Single-Family Property Recycling Program, was held by the Sacramento Housing and Redevelopment Commission on July 17, 2013.

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

Section 1: All evidence presented having been duly considered, the findings, including environmental findings regarding this action, are approved.

Section 2: The Executive Director, or designee, is authorized to amend the Housing Authority budget to reprogram funding in the estimated amounts of \$125,017 from the NSP-3 Multi-Family Property Recycling Program and \$512,120 from the NSP-3 Vacant Property Program and allocate the funds to the NSP-3 Single-Family Property Recycling Program.

Amendment To The 2013 One-Year Action Plan And Various Year Action Plans
In Relation To The Neighborhood Stabilization Program Three (NSP-3) And Amendment To
The Agency Budget
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, State of California this 13th day of August, 2013, by the following vote, to wit:

- AYES: Members,
- NOES: Members,
- ABSENT: Members,
- ABSTAIN: Members,

Chair of the Housing Authority
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk

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

July 17, 2013

AMENDMENT TO THE 2013 ONE-YEAR ACTION PLAN AND VARIOUS YEAR ACTION PLANS IN RELATION TO THE NEIGHBORHOOD STABILIZATION PROGRAM THREE (NSP-3), AND; AMENDMENT TO THE AGENCY BUDGET TO REALLOCATE FUNDS AND OTHER RELATED FINDINGS

WHEREAS, on July 21, 2010, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 provided an additional \$1 billion for the third round of funding under the Neighborhood Stabilization Program, known as NSP-3, that was originally established under the Housing and Economic Recovery Act of 2008 (HERA).

WHEREAS, on February 15, 2011, the Sacramento City Council (Council) and the Sacramento County Board of Supervisors (Board) authorized the Sacramento Housing and Redevelopment Agency (SHRA) to file an application with HUD to carry out the activities of the NSP-3 grant program under the name of the County of Sacramento that would be administered by SHRA on behalf of the City and County of Sacramento. Additionally, the Board authorized SHRA to acquire Housing Authority Section 32 dwelling units contingent upon HUD approval, and to undertake rehabilitation and resale activities consistent with the guidelines of the NSP-3 Property Recycling Program.

WHEREAS, on March 9, 2011, the City and County of Sacramento were awarded \$8,358,000 under NSP-3 to continue neighborhood revitalization efforts associated with the strategic redevelopment of vacant properties.

WHEREAS, on January 8, 2013, the Council and Board approved the 2013-1017 Consolidated Plan and the 2013 One-Year Acton Plan containing grant funded projects and programs.

WHEREAS, on January 8, 2013, the Housing Authorities of the City and County of Sacramento, staffed by SHRA, were designated as the entities for administering federal grant draw functions and Action Plan funding on behalf of the Housing Authorities of the City and County of Sacramento.

WHEREAS, SHRA has determined that there are unencumbered funds remaining within the NSP-3 Multi-Family Property Recycling Program (PRP) and the Vacant Property Program (VPP) that must be expended by the March 9, 2014 grant expenditure deadline, and therefore appropriate steps should be taken to amend the 2013 One-Year Action Plan and various year

Action Plans, and obtain an authorization to reallocate the funds to the Single-Family PRP where the funds can be applied in a timely manner toward the rehabilitation of the Section 32 dwelling units acquired from the Housing Authorities of the City and County of Sacramento.

WHEREAS, this action constitutes updates to existing plans, programs, budget amendments and designation of authority to carry out activities associated with the allocation of funding only. This action does not constitute approval for any specific projects, and does not change the scope or character or effect on the environment for any specific project that may have already been reviewed and approved. As such, these actions are exempt from or do not require environmental review under California Environmental Quality Act (CEQA) or NEPA 24 CFR 58.34(a)(3).

WHEREAS, a noticed public hearing soliciting comments on the amendment to the 2013 One-Year Action Plan and various year Action Plans, and amendment to the NSP-3 budget to reallocate funds from the NSP-3 Multi-Family Property Recycling Program and the Vacant Property Program to the Single-Family Property Recycling Program, was held by the Sacramento Housing and Redevelopment Commission on July 17, 2013.

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

Section 1: All evidence presented having been duly considered, the findings, including environmental findings regarding this action, are approved.

Section 2: The Executive Director, or designee, is authorized to submit the amendment to the 2013 One-Year Action Plan and various year Action Plans to HUD.

Section 3: The Executive Director, or designee, is authorized to amend the Agency budget to reprogram the NSP-3 funds.

CHAIR

ATTEST:

CLERK