



INVESTING IN COMMUNITIES

NOTICE OF REGULAR MEETING MEETING
Sacramento Housing and Redevelopment
Commission

Wednesday, November 4, 2015 – 6:00 pm
801 12th Street
2nd Floor Commission Room
Sacramento CA

ROLL CALL

APPROVAL OF AGENDA

CITIZENS COMMENTS

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

1. APPROVAL OF MINUTES - October 7, 2015 meeting

PUBLIC HEARINGS

- 2. Approval of Contracts and Leases for Youth Services at Alder Grove and Marina Vista Housing Authority leases for youth services**
- 3. Authorization To Execute Agreements With Youth Service Provider At Twin Rivers Public Housing Site**

BUSINESS ITEMS

- 4. 2016 and Subsequent Years Authorization For Solicitation, Award, and Approval of Annual Expenditure Caps and Per Contract Caps for Routine Services**
- 5. 2016 Sacramento Housing and Redevelopment Agency Proposed Budget – City report**
- 6. 2016 Sacramento Housing And Redevelopment Agency Proposed Budget– County report**

INFORMATIONAL PRESENTATIONS

- 7. Upper Land Park/Broadway Choice Neighborhoods Initiative Update**

EXECUTIVE DIRECTOR REPORT

COMMISSION CHAIR REPORT

ITEMS AND QUESTIONS OF COMMISSION MEMBERS

ADJOURNMENT

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

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



MINUTES

Sacramento Housing and Redevelopment Commission (SHRC)

Regular Meeting

October 7, 2015

Meeting noticed on October 3, 2015

ROLL CALL

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

MEMBERS PRESENT: Creswell, Griffin, Morgan, Painter, Rios, Macedo, Staajabu

MEMBERS ABSENT: Alcalay, Johnson, Raab

STAFF PRESENT: La Shelle Dozier, David Levin, Vickie Smith, Tyrone R. Williams, Tina McKenney, MaryLiz Paulson, Sarah Thomas, Christine Weichert, Celia Yniguez, Kyle Flood, Geoff Ross, Lira Goff

CITIZENS COMMENTS

Sandra Strong provided comment about homelessness.

1. APPROVAL OF MINUTES – September 16, 2015 meeting – minutes were approved as submitted.

CONSENT

2. 2016 Annual Plan for the Housing Authority of the City of Sacramento and the Housing Authority of the County of Sacramento; Submission of the 2016 Annual Plan to the Department of Housing and Urban Development

On a motion by Commissioner Morgan, seconded by Commissioner Creswell the Commission recommended approval of the staff recommendation for the item listed above. The votes were as follows

AYES: Creswell, Griffin, Macedo, Morgan, Painter, Rios, Staajabu

NOES: none

ABSTAIN: none

ABSENT: Alcalay, Johnson, Raab

SPECIAL PRESENTATION

3. Ralph M. Brown Act overview

Training on the Brown Act was presented by attorney Kristianne Seargeant

PUBLIC HEARING

4. Adoption of the 2016 One-Year Action Plan for the Community Development Block Grant (CDBG), Home Investment Partnership (HOME), Emergency Solutions Grant (ESG), and Housing Opportunities for Persons With AIDS (HOPWA) Funded Projects and Programs; Amendment of Prior Year Action Plans; Allocation of Supplemental Annual Administrative Fees; Car Sharing and Mobility Options In Disadvantaged Communities Pilot Project (Car Sharing) Grant and Execute Related Documents; Amendment of the Sacramento Housing and Redevelopment Agency (SHRA) Budget; and Related Actions and Findings
5. Approval and Adoption Of The 2016 One-Year Action Plan For The Community Development Block Grant (CDBG), Home Investment Partnership (HOME), Emergency Solutions Grant (ESG), Neighborhood Stabilization 1 And 3 Programs, Amendment Of Various Years' Action Plans; Amendment To The Sacramento Housing And Redevelopment Agency (SHRA) Budget; And Other Related Activities and Findings

Items 4 and 5 were presented together by Sandy Piekarski of SHRA.

Commissioner Creswell commented that the members need more time to review this document and suggested that additional discussion/review occur prior to voting on this item. She also recommended that staff provide earlier and more comprehensive review on these types of large projects.

Staff indicated that voting on this item was necessary because of the timeframes dictated by HUD but they committed to having a future workshop about the process and project prioritization.

LaShelle Dozier reminded the group that the Council and Board are the final decision makers on these items and their project and program suggestions are incorporated early on in the process.

Commissioner Morgan commented that removing parking spaces at Edgewater to accommodate electric vehicles may be an issue.

On a motion by Commissioner Painter, seconded by Commissioner Morgan the Commission recommended approval of the staff recommendation for the item listed above. The votes were as follows

AYES: Griffin, Macedo, Morgan, Painter, Staajabu

NOES: none

ABSTAIN: Creswell, Rios

ABSENT: Alcalay, Johnson, Raab

INFORMATIONAL ITEMS

6. Department budget presentation - Development Department
Tyrone Williams of SHRA presented the item.

EXECUTIVE DIRECTOR REPORT

The Executive Director reviewed the following:

- SHRA is co-sponsoring the second annual Walk4Literacy on Saturday, October 17th, at 9:00 am from McClatchy Park to Cesar Chavez Park.
- Next meeting will be on October 21st at 6pm.
- The Dos Rios Light Rail station received a \$500,000 grant from SACOG for the design of the station.
- A community celebration of the Choice Neighborhoods Grant will be held on October 19th. More information to follow soon.
- The City's audit of SHRA is final and recommendations will be presented to the City council soon. LaShelle thanked the commissioners that were able to attend the subcommittee meeting on this item.

COMMISSION CHAIR REPORT

Chair Griffin congratulated staff on the successful opening of the Woodhaven Apartments on also on the receipt of the Choice neighborhoods grant.

ITEMS AND QUESTIONS OF COMMISSION MEMBERS

Commissioner Creswell asked where for clarification on where funds go when successor agency properties are sold and on what those funds can be used for.

Commissioner Creswell asked if the SHRC has a role in the update of the multi-family guidelines. Staff indicated that they will have a role in the update of this document.

ADJOURNMENT

As there was no further business to be conducted, Chair Griffin adjourned the meeting at 7:50 p.m.

AGENCY CLERK



October 29, 2015

Sacramento Housing and
Redevelopment Commission
Sacramento, CA

Honorable Members in Session:

SUBJECT:

Approval of Contracts and Leases for Youth Services at Alder Grove and Marina Vista

SUMMARY

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

RECOMMENDATION

Staff recommends approval of the recommendations outlined in this report.

Respectfully submitted,



LASHELLE DOZIER
Executive Director

Attachment



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

Consent
November 10, 2015

Chair and Members of the Housing Authority Board

Title: Approval of Contracts and Leases for Youth Services at Alder Grove and Marina Vista

Location/Council District: Midtown Sacramento – Council District 4

Recommendation: Adopt a **Housing Authority Resolution** a) authorizing the Executive Director to sign a one-year contract with the Sacramento Chinese Community Services Center to provide youth services for the school aged children living at Alder Grove; b) authorizing the Executive Director to execute a one-year lease with the Sacramento Chinese Community Services Center for the space located at Alder Grove; c) delegating signatory authority to the Executive Director to execute a one-year Contract with the Sacramento Chinese Community Services Center to provide youth services for the school aged children living at Marina Vista; d) authorizing the Executive Director to execute a one-year lease with the Sacramento Chinese Community Services Center for the space located at Marina Vista; e) authorizing the Executive Director to sign a one-year contract with ACE, Enterprises, Inc to provide youth services for young men living in public housing; and f) authorizing the Executive Director to execute a one-year lease with ACE, Enterprises, Inc for the space located at Alder Grove.

Contact: MaryLiz Paulson, Assistant Director, 916-440-1334

Presenters: None

Department: Sacramento Housing and Redevelopment Agency

Description/Analysis

Issue: Alder Grove and Marina Vista are public housing sites located north of the Upper Land Park area. Alder Grove consists of 360 units and Marina Vista has 390 units of family housing. There are almost 1,000 children living at these two sites at any time. The Housing Authority issued a "Request for Proposals" (RFP) in March 2015 to identify program operators who could help the children with academic support, improve health and wellness and engage in enrichment activities. Proposals were due in April, 2015. The RFP did not include funding for the programs, but it was the Housing Authority's intent to bring a variety of youth service providers to the site, some of which would serve youth at the site

Youth Services Contracts and Leases at Alder Grove and Marina Vista

and some which would increase the resident youth's access to programs available in the community, or off-site. The Housing Authority received three proposals: from ACE Enterprises, Inc., Roberts Family Development Center and the Sacramento Chinese Community Services Center. A selection committee evaluated the proposals and recommended that the Housing Authority contract with the Sacramento Chinese Community Services Center to provide services to youth living at Alder Grove and Marina Vista. The committee also recommended that the Housing Authority contract with the ACE Enterprises, Inc to provide services to young men living in public housing. Services will be provided at the Community Room at Alder Grove.

The attached contracts outline the reporting requirements of the partnership so that outcomes can be quantified which will be important in seeking additional funds. The attached Leases identify where the services are to be available and outline the requirement to make space available to accommodate both physical group activities as well as quiet space for homework and reading. The After School programs will use each site's community room and a rental unit for classroom work. The contracts also encouraged partnering with the school district and involving the children's parents so that the children are more likely to succeed with these partners communicating together.

Each contract and lease covers a one-year period, but is renewable annually for four additional years at the option of the Housing Authority.

Policy Considerations: The focus on youth services is consistent with the vision to encourage self-sufficiency by providing the connections for youth to succeed in all aspects of their lives: academically, physically, socially and emotionally.

Economic Impacts: Not applicable.

Environmental Considerations:

California Environmental Quality Act (CEQA): The establishment of youth programs does not constitute a project under CEQA and is therefore exempt from review pursuant to Guidelines Section 15378(b)(5).

Sustainability Considerations: There are no sustainability considerations applicable to the formation of youth programs.

Other: As an administrative activity, this activity has been determined to be exempt under the National Environmental Policy Act (NEPA) Code of Federal Regulations sections 58.34(a)(4).

Youth Services Contracts and Leases at Alder Grove and Marina Vista

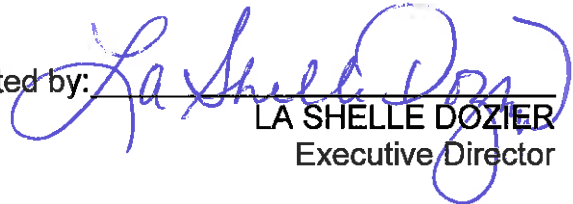
Commission Action: *Sacramento Housing and Redevelopment Commission:* It is anticipated that, at its meeting of November 4, 2015, the Sacramento Housing and Redevelopment Commission will approve the staff recommendation for this item. Staff will notify the Housing Authority Board in the event this does not occur.

Rationale for Recommendation: The Alder Grove and Marina Vista public housing sites are home to approximately 1,000 school-aged youth, and a structured after school program with academic support for children was needed. A "Request for Proposals" was published in March with the intent to bring additional youth service providers to the community and increase the Housing Authority's involvement with these activities. The attached Contracts for Services and Leases are the result of months of dialogue and effort to increase the activities available to the children living in these sites.

Financial Considerations: There are no financial considerations at this time.

M/WBE/Section 3 and First Source Considerations: Minority and Women's Business Enterprise requirements will be applied to all activities to the extent required by federal funding to maintain that federal funding. Section 3 requirements will be applied to the extent as may be applicable. The First Source Program is not applicable to this report.

Respectfully Submitted by:



LA SHELLE DOZIER
Executive Director

Youth Services Contracts and Leases at Alder Grove and Marina Vista

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	Housing Authority Resolution
Exhibit A	Contract with the Sacramento Chinese Community Services Center to provide youth services at Alder Grove.
Exhibit B	Lease with the Sacramento Chinese Community Services Center to use space at Alder Grove.
Exhibit C	Contract with the Sacramento Chinese Community Services Center to provide youth services at Marina Vista.
Exhibit D	Lease with the Sacramento Chinese Community Services Center to use space at Marina Vista
Exhibit E	Contract with ACE Enterprises, Inc to provide youth services at Alder Grove.
Exhibit F	Lease with ACE Enterprises, Inc to use space at Alder Grove

RESOLUTION NO. 2015 -

Adopted by the Housing Authority of the City of Sacramento

On date of

HOUSING AUTHORITY CONTRACTS WITH YOUTH SERVICE PROVIDERS

BACKGROUND

- A. The Housing Authority of the City of Sacramento owns and manages public housing throughout the City of Sacramento.
- B. There are approximately 200 school aged children living at Alder Grove and approximately 360 school aged children living at Marina Vista.
- C. The Housing Authority of the City of Sacramento desires to assist these young residents with academic support, improve their health and wellness and engage them in enrichment activities.
- D. The Housing Authority of the City of Sacramento issued a competitive Request for Proposals in April, 2015 to identify youth services providers who were willing to provide services at these sites or to transport youth to a different site to participate in After School activities, and responses were received from three vendors.
- E. A committee evaluated the proposals and recommended that the Housing Authority of the City of Sacramento contract with the Sacramento Chinese Community Services Center to provide services to youth living at Alder Grove and Marina Vista, and
- F. The Housing Authority of the City of Sacramento is making space available to the Sacramento Chinese Community Services Center by offering to provide a lease for the Alder Grove Community Room and a rental unit located at 752A Revere Street, which has been taken off line for this purpose, and
- G. The Housing Authority of the City of Sacramento is making space available to the Sacramento Chinese Community Services Center by offering to provide a lease for the Marina Vista Community Room, and
- H. The committee also recommended that the Housing Authority of the City of Sacramento contract with the ACE Enterprises, Inc., to provide services to young men living in public housing. Services will be provided at the Community Room at Alder Grove.
- I. On November 4, 2015, a noticed public hearing pursuant to Health and Safety Code Section 34312.3 was held before the Sacramento Housing and Redevelopment Commission.

- J. The recommended activity is not a project under the California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(5) and no further environmental review is required.
- K. The activity authorized by this resolution is a categorical exclusion not subject to federal law under 24 CFR 58.34(a)(4).; therefore, no further review is required under the National Environmental Policy Act.

BE IT RESOLVED BY THE HOUSNG AUTHORITY OF THE CITY OF SACRAMENTO:

Section 1. After due consideration of the facts presented in the Background above, and in the staff report that accompanies this irresolution, the facts, including the environmental facts, are found to be true and correct.

Section 2. Executive Director is authorized to execute a one-year Contract with the Sacramento Chinese Community Services Center to provide youth services for the school aged children living at Alder Grove. This Contract is renewable annually for four additional years at the option of the Housing Authority.

Section 3. The Executive Director is authorized to execute a one-year lease with the Sacramento Chinese Community Services Center for the space located at Alder Grove, which is renewable annually for four additional years at the option of the Housing Authority. This lease is enforceable only as long as the Sacramento Chinese Community Services Center is providing a service to the youth living at this site.

Section 4. The Executive Director is authorized to execute a one-year Contract with the Sacramento Chinese Community Services Center to provide youth services for the school aged children living at Marina Vista. This Contract is renewable annually for four additional years at the option of the Housing Authority.

Section 5. The Executive Director is authorized to execute a one-year lease with the Sacramento Chinese Community Services Center for the space located at Marina Vista, which is renewable annually for four additional years at the option of the Housing Authority. This lease is enforceable only as long as the Sacramento Chinese Community Services Center is providing a service to the youth living at this site.

Section 6. The Housing Authority's Executive Director is authorized to execute a one-year Contract with ACE Enterprises, Inc., to provide youth services for the school aged children living in public housing. This Contract is renewable annually for four additional years at the option of the Housing Authority.

Section 7. The Executive Director is authorized to execute a one-year lease with ACE Enterprises, Inc., for the space located at Alder Grove, which is renewable annually for four additional years at the option of the Housing Authority.

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Exhibit A – Contract between the Housing Authority of the City of Sacramento and the Sacramento Chinese Community Services Center to provide youth services at Alder Grove.

Exhibit B – Lease between the Housing Authority of the City of Sacramento and the Sacramento Chinese Community Services Center to use space at Alder Grove for the provision of youth services.

Exhibit C – Contract between the Housing Authority of the City of Sacramento and the Sacramento Chinese Community Services Center to provide youth services at Marina Vista.

Exhibit D – Lease between the Housing Authority of the City of Sacramento and the Sacramento Chinese Community Services Center to use space at Marina Vista for the provision of youth services.

Exhibit E – Contract between the Housing Authority of the City of Sacramento and ACE Enterprises, Inc to provide youth services at Alder Grove.

Exhibit F – Lease between the Housing Authority of the City of Sacramento and ACE Enterprises, Inc. to use space at Alder Grove for the provision of youth services.



CONTRACT
For
The Sacramento Chinese Community Service Center Youth Services
Marina Vista

Effective Date:

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

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

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

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

Name	The Sacramento Chinese Community Service Center Youth Services
Address	420 I Street, Suite 5, Sacramento, CA 95814

Contractor is the following legal entity (select one):

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

Contractor is organized in (select one):

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

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

Funding Source	CFDA#	Award #	Award Year	Jurisdiction	Amount
N/A				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	
				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	
				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	

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

ATTACHMENT NO. CHECK APPLICABLE BOX	DESCRIPTION OF ATTACHMENT (Attachments marked N/A or stricken are not included)
	Contract Provisions (This Contract is <i>invalid</i> without the Contract Provisions attachment)
X yes # <u>A</u> <input type="checkbox"/> no	Federal Requirements
<input type="checkbox"/> yes # <u> </u> x no	CDBG and Other Federal Requirements
<input type="checkbox"/> yes # <u> </u> x no	Payments
<input type="checkbox"/> yes # <u> </u> x no	General Conditions for Limited Construction Work (If this Contract is for construction work, it is invalid without the General Conditions for Limited Construction Work attached.)
<input type="checkbox"/> yes # <u> </u> x no	Attachment for Architectural Services (If this Contract is for architectural services, it is <i>invalid</i> without the Attachment for Architectural Services attached.)
X yes # <u>B</u> <input type="checkbox"/> no	Personal Identifying Information Attachment
<input type="checkbox"/> yes # <u> </u> <input type="checkbox"/> no	Conflict of Interest Form
X yes # <u>C</u> <input type="checkbox"/> no	Other, Scope of Work

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

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

"PERFORMING PARTY"	"TASK/OBLIGATION":	"DEADLINE"
Contractor	See Attachment C	July 31, 2016
Contractor	"COMPLETION DATE": The date for completion of all of Contractor's Tasks/Obligations under this Contract	July 31, 2016
Contractor	"BILLING DATE": Contractor must submit the final bill for all work under this Contract. Agency will not pay bills submitted after the Billing Date	N/A
Agency	"FINAL DATE": Agency must make final payment for all bills submitted in accordance with the terms of this Contract.	N/A

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

CONTRACT PRICE	N/A

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

SELECT ONE	DATE, TIME PERIOD OR PERFORMANCE TO BE COMPLETED AS CONDITION OF PAYMENT (Only one payment schedule is selected, the others not selected included):		MAXIMUM AMOUNT OF PERIODIC PAYMENT:
N/A	Monthly payments, Payable	Date	Amount
N/A	In the amounts and on the dates stated in Attachment ___ Payment		Stated in attachment
N/A	According to the following Schedule of Tasks, periodic payment upon Contractor's completion of each respective task:		Amount
N/A	As billed by Contractor, for work actually performed and services actually provided		According to the fees and rates stated in Attachment ___ Payment
N/A	Allowed Reimbursable Expenses		Maximum Amount
			\$

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

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

SPECIAL PROVISION	AGENCY COUNSEL

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

AGENCY:

By:

CONTRACTOR:

By:

Name:		Name:	
Title:		Title:	
		Tax ID Number:	

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

CERTIFICATION OF AUTHORITY

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

Contractor's Signatory

Attachment 1 Contract Provisions

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

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

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

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

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

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

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

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

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

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

_____**Contractor's Initials**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. OWNERSHIP OF PROFESSIONAL AND TECHNICAL INFORMATION. All professional and technical information, in the form of original designs, drawings, data, computations, specifications, report texts, estimates, writings, artwork, renderings, models, software programs, and any other material, data and information collected or developed in connection with the work under this Contract, and all original documents shall be forwarded to and become the sole property of Agency. Neither Contractor nor any of its associates or consultants shall have any rights or interest in such information, documents and material. Contractor and its associates and consultants may retain such copies or reproductions, at their expense, of the original documents as necessary for their files, records and reference.

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

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

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

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

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

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

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

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

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

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

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

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

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FEDERAL REQUIREMENTS

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

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

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

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

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

5. **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.**

- i. Contractor will send to each labor union or representative of workers with whom he has a collective bargaining agreement or other contract or understanding, a notice to be provided by Agency, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- ii. Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- iii. Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by Agency and the Secretary of

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

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

- i. The work to be performed under this Contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
- ii. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract.
- iii. The contract requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area.
- iv. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- v. Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Employment Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- vi. Contractor will include this Employment Clause in every subcontract for work in connection with the project.
- vii. Each Contractor or subcontractor undertaking work in connection with a Section 3 covered project must fulfill its obligation to utilize lower income project area residents as employees to the greatest extent feasible by:
 - (1) Identifying the number of positions in the various occupational categories including skilled, semi-skilled, and unskilled labor, needed to perform each phase of the Section 3 covered project;
 - (2) Identifying the positions described in Paragraph (1) of this Section, the number of positions in the various occupational categories which are currently occupied by regular, permanent employees;
 - (3) Identifying the positions described in Paragraph (1) of this Section, the number of positions in the various occupational categories which are not currently occupied by regular permanent employees;
 - (4) Establishing the positions described in Paragraph (3) of this Section, a goal which is consistent with the purpose of this subpart within each occupational category of the number of positions to be filled by lower income residents of the Section 3 covered project area; and

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

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

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

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

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

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

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

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

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INVESTING IN COMMUNITIES

Sacramento Housing and Redevelopment Agency**And****Contractor: _____****Contract Confidentiality Requirement****Protecting Personally Identifying Information**

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

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

DEFINITIONS:**Personally Identifying Information:**

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

- i) "... information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc."
- ii) Sensitive Personally Identifiable Information. PII that when lost, compromised or disclosed without authorization could substantially harm an individual. Examples of sensitive PII include

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

Privacy Act:

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

BASIC REQUIREMENTS:

The "Contractor" agrees to:

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

CONTRACTOR'S AGREEMENT:

The "Contractor" agrees to:

i) Limit Collection of PII

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

ii) Manage Access to Sensitive PII

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

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

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

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

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

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

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

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

iii) Protect Hard Copy and Electronic Files Containing Sensitive PII

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

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

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

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

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

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

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

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

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

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

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

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

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

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

v) Protecting Hard Copy Transmissions of Files Containing Sensitive PII

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

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

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

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

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

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

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

vi) Records Management, Retention and Disposition

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

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

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

(4) Do not maintain records longer than required.

(5) Destroy records after retention requirements are met.

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

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

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

PENALTIES FOR NON-COMPLIANCE:

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

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

ACKNOWLEDGEMENT AND ACCEPTANCE:

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

Contractor Name

Contractor's Signature

Date signed by Contractor

SHRA Representative Name

SHRA Representative Signature

Date signed by SHRA Representative

Cc: Contractor's file

Ref: Contract effective: _____

Scope of Work

"PERFORMING PARTY"	"TASK/OBLIGATION":	"DEADLINE"
Agency	Involve contractor in community activities	July 31, 2016
Agency	Provide families with information about the services available	July 31, 2016
Agency	Notify Contractor in advance before issuing another Request for Proposals for youth programming.	July 31, 2016
Agency	Arrive, unannounced, periodically, to observe the youth programs.	July 31, 2016
Agency	Notify contractor of meetings of the People Task Force for the Choice Neighborhood Initiative.	July 31, 2016
Contractor	Ensure that parents (or other responsible party, as determined by parent) sign their children in/out of the program daily	July 31, 2016
Contractor	Provide parents with adequate information about planned activities and to secure necessary permission forms.	July 31, 2016
Contractor	Ensure that records are kept on site listing emergency contacts and any special needs/concerns for each child enrolled in the program	July 31, 2016
Contractor	Notify HA in the event anyone is threatened or injured on site before the close of business to be followed up with a written report within 24 hours.	July 31, 2016
Contractor	Notify HA of any safety concerns or issues as they may arise.	July 31, 2016
Contractor	Complete monthly reports by the 10 th of each month showing <ul style="list-style-type: none"> ○ Name of each staff person ○ How many children participated in the program on a daily basis ○ How many participating children attend the After School Program at least 85% of the time ○ The opportunity to engage in academic support, health & wellness activities, nutrition, conflict resolution and targeted prevention and intervention activities (drug and violence prevention, for example) ○ Weekly or monthly calendars showing the schedule of daily activities, including family-centered activities ○ The scores of any pre-post tests administered, with the tests given ○ Provide time daily for reading ○ How contractor has collaborated/interacted with the children's schools 	July 31, 2016
Contractor	Agree not to expand or contract its programs, including program times, without the prior written consent of the HA.	July 31, 2016
Agency and Contractor	Terminate the contract, with or without cause, with 30 days written notice.	July 31, 2016

Scope of Work

“PERFORMING PARTY”	“TASK/OBLIGATION”:	“DEADLINE”
Contractor	Notify the HA in writing if there is any change in how these programs are funded. Currently, the After School Program is funded by Contractor.	July 31, 2016
Contractor	Notify the HA if there is a change in funding.	July 31, 2016
Contractor	Notify the HA in writing before competing for additional funds and before receiving additional grant funds.	July 31, 2016
Contractor	Recruit participants, hire and manage staff, create the daily programming and report on progress for the youth programs.	July 31, 2016
Contractor	Hire, to the greatest extent possible, residents (including youth) at the site	July 31, 2016
Contractor	Hire, to the greatest extent possible, staff reflective of the community they are serving	July 31, 2016
Contractor	Ensure that all adult staff/volunteers pass a background check before participating in the youth programs. This background check must include: <ul style="list-style-type: none"> ○ Criminal background search ○ Fingerprinting (Live Scan) submitted to the California Department of Justice ○ National sex offender search ○ Professional reference check ○ Driver’s license search 	July 31, 2016
Contractor	Shall provide at least 1 adult staff person for every 20 children.	July 31, 2016
Contractor	Contact the HA’s Public Information Officer before speaking with members of the media.	July 31, 2016
Contractor	Communicate with HA before any outreach efforts or media attention is given to the site or the youth at the site	July 31, 2016
Contractor	Request the use of SHRA’s logo in advance of its use in any joint event. Use of the Agency’s logo on the monthly newsletter and recruitment posters on site is allowable.	July 31, 2016
Contractor	Establish and maintain an After School program at Marina Vista, using the Community Room at 240 Seavey Circle and, after January 1, 2016, the residential unit space located at 30 Seavey Circle, in accordance with the Lease from _____, 2015 to the end of the school year in May/June, 2016 for school-aged children from 3pm to 6pm Monday through Friday.	July 31, 2016
Contractor	Work with the School District to support and/or establish a Summer Program of Expanded Learning from the end of the school year until July 31, 2016 for school-aged children.	July 31, 2016
Contractor	“COMPLETION DATE”: The date for completion of all of Contractor’s Tasks/Obligations under this Contract	July 31, 2016
Contractor	“BILLING DATE”: Contractor must submit the final bill for all work under this Contract. Agency will not pay bills submitted after the Billing Date	N/A
Agency	“FINAL DATE”: Agency must make final payment for all bills submitted in accordance with the terms of this Contract.	N/A

LEASE AGREEMENT

THIS LEASE, dated _____ is entered into between the **HOUSING AUTHORITY OF THE CITY OF SACRAMENTO** (LESSOR), and the **SACRAMENTO CHINESE COMMUNITY SERVICES CENTER** (LESSEE).

IT IS AGREED:

1. **USE AND REPORTS:**

- A. The Premises, located at 30 Seavey Circle (entire unit), Sacramento, California (entire unit) and the Community Room, located at 240 Seavey Circle, Sacramento, California (collectively "the Premises"), shall be used by LESSEE, at no cost, only for purposes related to the establishment and maintenance of an after-school program (Program), using the space described above, primarily for children who are residents of the Alder Grove and Marina Vista communities. LESSEE shall be permitted to use the Community Room kitchen, restrooms, and area behind the kitchen.
- B. LESSEE'S use of the Premises is non-exclusive and LESSOR reserves the right to access and share the Premises as necessary.
- C. LESSEE shall operate the Program from **DATE** the end of the school year in May or June of 2016 for school-aged children from 3:00 p.m. to 6:00 P.M. If LESSEE wishes to use the Premises for any additional uses and/or services not included in this Lease, LESSEE must describe in writing the intended uses and/or services and obtain LESSOR'S prior written approval.
- D. LESSEE shall have the right to share use of the Common Area and the restrooms at the Premises.
- E. Should LESSEE wish to market its services to prospective clients who are not residents of a property owned by LESSOR, all marketing materials, strategies, and prospective clients must first be identified by LESSEE and approved by LESSOR.
- F. LESSOR is providing the Premises to LESSEE at no cost in order to enable LESSEE to more cost effectively provide and focus their services to LESSOR'S residents. Should LESSEE'S enrollment capacity either near or reach its maximum, LESSOR'S residents will be given enrollment priority over NON-LESSOR residents.
- G. LESSEE shall provide to LESSOR recurring written reports as required in the Contract for Services by and between LESSOR and LESSEE entered into concurrently with this Lease and incorporated by reference.
- H. LESSEE shall use the premises for youth programs and for no other programs without LESSOR'S express prior written consent.

2. **PARKING:**

LESSEE and their clients, guests, and invitees, shall have the right to use non-reserved parking spaces. LESSEE agrees to abide by LESSOR'S parking rules and agrees to not overburden the parking facilities.

3. **LEASE TERM:**

A. LESSOR grants to LESSEE a tenancy for approximately One Year, commencing on _____, 2015 in the following property:

1. Approximately 2500 square feet located in the Community Room at Marina Vista, 240 Seavey Circle, Sacramento California, ("Premises").
2. Beginning in January 2016, use of the entire unit located at 30 Seavey Circle, Sacramento, California, totaling approximately 1300 square feet.

B. LESSEE, at the sole discretion of the LESSOR, shall have four one-year lease renewal options, with each one-year option at a rent level to be determined annually by LESSOR.

C. LESSOR and LESSEE shall have the right to cancel this Lease at no cost or penalty by providing the other party with thirty days written notice.

D. No holdover tenancy beyond the initial or subsequent lease terms shall be permitted without advance governing board authorization. Such authorization, if any is given, shall be at the sole discretion of the governing board.

E. LESSEE acknowledges and agrees that in making this Lease, LESSOR is relying upon LESSEE having a Contract with LESSOR for the provision of services pursuant to that Contract dated _____, 2015. Failure to provide services or actively operate the Program pursuant to said Contract for more than thirty (30) days shall cause the termination of this Lease. Termination of either the Contract or LESSEE'S funding grants (if applicable) may also cause the termination of this Lease.

F. LESSEE acknowledges and agrees that any breach of the Contract shall constitute a material breach of this Lease.

G. LESSEE further acknowledges and agrees that any termination or suspension of the Contract shall cause suspension and/or termination of the Lease.

4. **RENTAL RATE:**

A. The total rental rate for all of the combined Premises at the properties is \$ 0.00 per square foot for leased community rooms, office, apartment, and/or other enclosed heated/air-conditioned space which equates to \$0 monthly,

paid in advance on or before the first day of each calendar month of the term of this Lease. Any exterior playground areas will not incur rent expense.

The Premises' square feet calculations are approximate only; the actual Premises may be larger or smaller.

- B. LESSEE accepts the Premises in "as is" condition.

5. UTILITIES:

- A. LESSOR shall pay, when due, all separately metered gas and electricity charges incurred for heating, lighting, and cooling the Premises. If gas and/or electricity are not separately metered at one or more of the Premises, such utility expenses shall be included in the rental rate and shall be paid by LESSOR.
- B. LESSOR shall pay all sewer and water charges.
- C. LESSOR shall at its own cost and expense, furnish garbage and waste removal services for the premises. LESSEE shall not overburden these services.

6. MAINTENANCE AND JANITORIAL:

- A. LESSOR shall, at its own cost, maintain in good repair and tenantable condition, the interiors of the leased premises, including but not limited to: interior walls, ceilings, glazing, floor covering, plumbing fixtures, plumbing clogs caused by LESSEE, hot water heater, lighting fixtures (ballasts/bulbs), furnishings, partitions or systems specifically installed or required for the LESSEE'S use.
- B. LESSEE shall timely notify LESSOR of any and all repairs required on the premises.
- C. LESSOR shall, at its cost, maintain the electrical wiring, plumbing (excluding fixtures and tenant-caused clogs of the plumbing system), roof, grounds, exterior lighting, HVAC equipment, fire alarm extinguisher systems, and playground equipment (if applicable).
- D. LESSEE shall maintain the premises so that it is clean and safe for children, including, but limited to, daily waste removal.
- E. LESSEE shall place garbage and waste daily into garbage dumpsters. LESSEE shall not overburden these services.
- F. LESSOR shall designate service providers to be called when repairs to the electrical and plumbing systems are required. Said service providers shall be called in the event LESSEE is unable, within a reasonable time period, to

make contact with LESSOR in order to request LESSOR-responsible repairs as set forth above.

- G. LESSOR shall, at its cost, provide janitorial service in the Premises.
- H. LESSOR shall make reasonable modifications to the Premises if necessary for the site to become certified/licensed as an after-school program.

7. SECURITY SYSTEM:

- A. LESSOR shall ensure that the Premises are equipped with a security system.
- B. LESSOR shall assign someone to open and close the building for LESSEE'S use during the approved hours as listed below.
- C. LESSOR shall provide a key and the alarm code to LESSEE for the following times:
 - Monday through Friday from 2:30 p.m. to 6:30 p.m. during the regular school year
 - Summer hours to be determined for a Summer Program of Expanded Learning from the end of the school year until July 31, 2016 for school-aged children.
- D. LESSEE shall obtain written permission from LESSOR should LESSEE wish to repair, replace or install any security systems, including, but not limited to, alarms, motion sensors, and video and/or audio surveillance equipment. If approved by LESSOR, any security system's equipment cost, maintenance/repairs, and monitoring shall be borne by the LESSEE.
- E. LESSEE shall notify LESSOR in the event LESSEE decides to change program hours so that premises alarms can be reprogrammed.
- F. LESSEE shall pay any costs associated with false alarms requiring response by emergency services.

8. SIGNAGE:

All signage shall comply with the local jurisdiction's rules, regulations, and codes. All signage on the exterior and any interior signage, graphics, and displays visible through the exterior windows or doors must be professional in appearance and approved by LESSOR in writing; LESSOR'S approval shall not be a substitute for any additional approval that LESSEE must seek with local jurisdictions. LESSEE is responsible for investigating whether any such additional approval(s) is/are required.

9. ALTERATIONS BY LESSEE:

- A. LESSEE is responsible for the construction or installation of any tenant improvements (e.g. painting, installing shelving, installing carpeting, installing blinds or other window fixtures, etc.) required to conform the Premises to LESSEE'S needs. If any such improvements are required, LESSEE shall be responsible for all associated costs. LESSEE further agrees that it must obtain LESSOR'S prior approval of any proposed tenant improvements before commencing any such improvements. LESSEE shall immediately pay all costs of labor, services, and materials associated with any work to be done on the Premises, if such work is approved by LESSOR. LESSEE shall keep the Premises free and clear of all mechanics liens and any other liens or encumbrances. All completed work must be approved by LESSOR, in addition to any required City approvals, before LESSEE commences its operations on the Premises.
- B. LESSEE may not make any other alterations to the Premises without the prior written consent of LESSOR.
- C. LESSEE shall ensure that all permanent fixtures, partitions, or other improvements made or installed under the requirements of this Lease, by either party, shall remain the property of LESSOR.
- D. LESSEE shall repair any damage to the leased Premises resulting from the removal of any fixture, partition, or other improvement installed by LESSEE.

10. LESSEE-OWNED ITEMS:

All permanent fixtures, partitions or other improvements made or installed under the requirements of this Lease, by either LESSOR or LESSEE, shall remain the property of the LESSOR. LESSEE shall repair any damage to the leased premises resulting from removal of any fixture, partition, or other improvement installed by LESSEE, including any nail holes in walls or other surfaces of the Premises.

11. INSURANCE:

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

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

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

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

_____ LESSEE'S Initials

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

12. RISK OF HAZARDS:

LESSEE shall not do anything on the Premises, nor bring or keep anything thereon which will in any way increase the risk of fire or the rate of insurance, or which shall conflict with the regulations of any fire district having jurisdiction of the area in which the Premises is situated.

13. SCREENING OF EMPLOYEES:

- A. LESSEE is required by law to comply with Federal, State, and Local requirements when hiring staff for its after-school programs.
1. Some, but not all, of the requirements that LESSEE'S employees must satisfy are as follows:
 - a. All employees and volunteers must be fingerprinted before working or being present in any programs with minors. A fingerprint check is performed by the California Department of Justice, Bureau of Criminal Identification.
 - b. A criminal background check must be performed before any employee or volunteer works or is present in any youth program by the California Department of Social Services' Caregiver Background Check Bureau.
- B. LESSOR will perform reference and criminal background checks on each of its Housing Authority employees prior to their employment.

14. NON-DISCRIMINATION:

LESSEE herein covenants by and for itself, and LESSEE'S heirs, administrators, and assigns, and all person claiming under or through LESSEE that this Lease is made and accepted on the following conditions: that there shall be no discrimination against or desegregation of any person or group of persons, on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity, familial status, language proficiency, age or disability in the leasing, sub-leasing, transferring, use, provision of services, occupancy, tenure, or enjoyment of the premises herein leased nor shall the LESSEE or any person claiming under or through the LESSEE establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, LESSEE, sub-LESSEE, subtenants or vendees in the Premises herein leased.

15. INDEMNIFICATION:

Except to the extent of LESSOR'S negligence or willful misconduct, LESSEE agrees to indemnify, defend and hold LESSOR and LESSOR'S governing boards, employees, agents, and contractors harmless from all liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments arising by reason of any death, bodily injury, personal injury, or property damage resulting from any cause occurring in or about or resulting from an occurrence in, on or about Premises during the Lease term; the negligence or willful misconduct of LESSEE or LESSEE'S agents, employees, and contractors wherever it occurs; or, an Event of LESSEE'S default. The provisions of this paragraph shall survive the expiration or sooner termination of this Lease.

16. SUCCESSORS-IN-INTEREST:

LESSEE may not transfer or assign this Lease. Any purported assignment of this Lease by LESSEE or any interest in this Lease shall be void and shall have no legal effect.

17. NO INTEREST IN REAL PROPERTY AND NO RELOCATION BENEFITS:

LESSEE understands and acknowledges that LESSOR intends to redevelop the space provided for the implementation of this Lease. Although the entire Marina Vista housing complex is to be redeveloped in the foreseeable future, neither construction nor rehabilitation are anticipated during the Term of this Lease or the contract required to be in full force and effect concurrently with this Lease. This Lease does not create or provide any interest in real property. This Lease and the use contemplated by this Lease are, therefore, temporary in nature. LESSEE shall not, by this Lease or otherwise, be entitled to relocation benefits or replacement space resulting from the expiration or termination of this Lease.

18. WRITTEN COMMUNICATIONS:

- A. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party pursuant to this Lease shall be in writing and either served personally or sent by prepaid, first class, certified mail. Such matters shall be addressed to the other party at the following address (or such other address as a party may designate to the other by notice):

To LESSOR at:

Housing Authority of the City of
Sacramento
801 12th Street _____
Sacramento, CA 95814
Attention: _____

Phone No. (916) _____
Fax No. (916) _____

To LESSEE at:

Sacramento Chinese Community
Services Center

Attention:

Phone No.: _____
Fax No.: _____

- B. Any matter mailed pursuant to this paragraph shall be deemed communicated within forty-eight (48) hours from the time of mailing.

19. RIGHT AND REMEDY:

No delay or omission in the exercise of any right or remedy of either party on any default of the other party shall impair such a right or remedy or be construed as a waiver of such default. Any waiver by either party of any default of the other party shall be in writing and shall not be a waiver of any other default concerning the same or any other provisions of the Lease.

20. RULES AND REGULATIONS:

LESSEE'S occupancy and use of the Premises shall at all times be conducted in manner that is in compliance with LESSOR'S Rules and Regulations as promulgated from time to time at the sole discretion of LESSOR. Violation of these Rules and Regulations will be a default by LESSEE, in which case LESSOR may terminate this Lease on 48 hours written notice.

21. GOVERNING LAW:

This Lease shall be governed by and construed in accordance with the laws and regulations of the State of California.

LESSOR:

HOUSING AUTHORITY OF
THE CITY OF SACRAMENTO, a public
body, corporate and politic

By: _____
La Shelle Dozier
Executive Director

DATE: _____

LESSEE:

SACRAMENTO CHINESE COMMUNITY
SERVICES CENTER

By: _____

DATE: _____

APPROVED AS TO FORM:

AGENCY COUNSEL



CONTRACT
For
The Sacramento Chinese Community Service Center Youth Services
Alder Grove

Effective Date:

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

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

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

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

Name	The Sacramento Chinese Community Service Center Youth Services
Address	420 I Street, Suite 5, Sacramento, CA 95814

Contractor is the following legal entity (select one):

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

Contractor is organized in (select one):

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

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

Funding Source	CFDA#	Award #	Award Year	Jurisdiction	Amount
N/A				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	
				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	
				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	

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

ATTACHMENT NO. CHECK APPLICABLE BOX	DESCRIPTION OF ATTACHMENT (Attachments marked N/A or stricken are not included)
	Contract Provisions (This Contract is <i>invalid</i> without the Contract Provisions attachment)
X yes # <u>A</u> <input type="checkbox"/> no	Federal Requirements
<input type="checkbox"/> yes # <u> </u> x no	CDBG and Other Federal Requirements
<input type="checkbox"/> yes # <u> </u> x no	Payments
<input type="checkbox"/> yes # <u> </u> x no	General Conditions for Limited Construction Work (If this Contract is for construction work, it is invalid without the General Conditions for Limited Construction Work attached.)
<input type="checkbox"/> yes # <u> </u> x no	Attachment for Architectural Services (If this Contract is for architectural services, it is <i>invalid</i> without the Attachment for Architectural Services attached.)
X yes # <u>B</u> <input type="checkbox"/> no	Personal Identifying Information Attachment
<input type="checkbox"/> yes # <u> </u> <input type="checkbox"/> no	Conflict of Interest Form
X yes # <u>C</u> <input type="checkbox"/> no	Other, Scope of Work

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

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

"PERFORMING PARTY"	"TASK/OBLIGATION":	"DEADLINE"
Contractor	See Attachment C	July 31, 2016
Contractor	"COMPLETION DATE": The date for completion of all of Contractor's Tasks/Obligations under this Contract	July 31, 2016
Contractor	"BILLING DATE": Contractor must submit the final bill for all work under this Contract. Agency will not pay bills submitted after the Billing Date	N/A
Agency	"FINAL DATE": Agency must make final payment for all bills submitted in accordance with the terms of this Contract.	N/A

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

CONTRACT PRICE	N/A
----------------	-----

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

SELECT ONE	DATE, TIME PERIOD OR PERFORMANCE TO BE COMPLETED AS CONDITION OF PAYMENT (Only one payment schedule is selected, the others not selected included):		MAXIMUM AMOUNT OF PERIODIC PAYMENT:
N/A	Monthly payments, Payable	Date	Amount
N/A	In the amounts and on the dates stated in Attachment ___ Payment		Stated in attachment
N/A	According to the following Schedule of Tasks, periodic payment upon Contractor's completion of each respective task:		Amount
N/A	As billed by Contractor, for work actually performed and services actually provided		According to the fees and rates stated in Attachment ___ Payment
N/A	Allowed Reimbursable Expenses		Maximum Amount
			\$

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

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

SPECIAL PROVISION	AGENCY COUNSEL

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

AGENCY:

By:

CONTRACTOR:

By:

Name:		Name:	
Title:		Title:	
		Tax ID Number:	

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

CERTIFICATION OF AUTHORITY

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

Contractor's Signatory

Attachment 1 Contract Provisions

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

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

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

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

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

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

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

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

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

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

_____**Contractor's Initials**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. OWNERSHIP OF PROFESSIONAL AND TECHNICAL INFORMATION. All professional and technical information, in the form of original designs, drawings, data, computations, specifications, report texts, estimates, writings, artwork, renderings, models, software programs, and any other material, data and information collected or developed in connection with the work under this Contract, and all original documents shall be forwarded to and become the sole property of Agency. Neither Contractor nor any of its associates or consultants shall have any rights or interest in such information, documents and material. Contractor and its associates and consultants may retain such copies or reproductions, at their expense, of the original documents as necessary for their files, records and reference.

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

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

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

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

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

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

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

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

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

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

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

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

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FEDERAL REQUIREMENTS

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

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

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

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

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

5. **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.**

- i. Contractor will send to each labor union or representative of workers with whom he has a collective bargaining agreement or other contract or understanding, a notice to be provided by Agency, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- ii. Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- iii. Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by Agency and the Secretary of

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

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

- i. The work to be performed under this Contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
- ii. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract.
- iii. The contract requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area.
- iv. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- v. Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Employment Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- vi. Contractor will include this Employment Clause in every subcontract for work in connection with the project.
- vii. Each Contractor or subcontractor undertaking work in connection with a Section 3 covered project must fulfill its obligation to utilize lower income project area residents as employees to the greatest extent feasible by:
 - (1) Identifying the number of positions in the various occupational categories including skilled, semi-skilled, and unskilled labor, needed to perform each phase of the Section 3 covered project;
 - (2) Identifying the positions described in Paragraph (1) of this Section, the number of positions in the various occupational categories which are currently occupied by regular, permanent employees;
 - (3) Identifying the positions described in Paragraph (1) of this Section, the number of positions in the various occupational categories which are not currently occupied by regular permanent employees;
 - (4) Establishing the positions described in Paragraph (3) of this Section, a goal which is consistent with the purpose of this subpart within each occupational category of the number of positions to be filled by lower income residents of the Section 3 covered project area; and

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

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

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

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

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

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

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

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

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INVESTING IN COMMUNITIES

Sacramento Housing and Redevelopment Agency

And

Contractor: _____

Contract Confidentiality Requirement

Protecting Personally Identifying Information

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

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

DEFINITIONS:

Personally Identifying Information:

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

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

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

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

Privacy Act:

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

BASIC REQUIREMENTS:

The "Contractor" agrees to:

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

CONTRACTOR'S AGREEMENT:

The "Contractor" agrees to:

i) Limit Collection of PII

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

ii) Manage Access to Sensitive PII

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

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

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

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

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

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

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

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

iii) Protect Hard Copy and Electronic Files Containing Sensitive PII

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

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

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

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

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

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

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

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

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

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

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

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

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

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

v) Protecting Hard Copy Transmissions of Files Containing Sensitive PII

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

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

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

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

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

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

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

vi) Records Management, Retention and Disposition

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

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

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

(4) Do not maintain records longer than required.

(5) Destroy records after retention requirements are met.

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

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

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

PENALTIES FOR NON-COMPLIANCE:

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

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

ACKNOWLEDGEMENT AND ACCEPTANCE:

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

Contractor Name

Contractor's Signature

Date signed by Contractor

SHRA Representative Name

SHRA Representative Signature

Date signed by SHRA Representative

Cc: Contractor's file

Ref: Contract effective: _____

Scope of Work

"PERFORMING PARTY"	"TASK/OBLIGATION":	"DEADLINE"
Agency	Involve contractor in community activities	July 31, 2016
Agency	Provide families with information about the services available	July 31, 2016
Agency	Notify Contractor in advance before issuing another Request for Proposals for youth programming.	July 31, 2016
Agency	Arrive, unannounced, periodically, to observe the youth programs.	July 31, 2016
Agency	Notify contractor of meetings of the People Task Force for the Choice Neighborhood Initiative.	July 31, 2016
Contractor	Ensure that parents (or other responsible party, as determined by parent) sign their children in/out of the program daily	July 31, 2016
Contractor	Provide parents with adequate information about planned activities and to secure necessary permission forms.	July 31, 2016
Contractor	Ensure that records are kept on site listing emergency contacts and any special needs/concerns for each child enrolled in the program	July 31, 2016
Contractor	Notify HA in the event anyone is threatened or injured on site before the close of business to be followed up with a written report within 24 hours.	July 31, 2016
Contractor	Notify HA of any safety concerns or issues as they may arise.	July 31, 2016
Contractor	Complete monthly reports by the 10 th of each month showing <ul style="list-style-type: none"> ○ Name of each staff person ○ How many children participated in the program on a daily basis ○ How many participating children attend the After School Program at least 85% of the time ○ The opportunity to engage in academic support, health & wellness activities, nutrition, conflict resolution and targeted prevention and intervention activities (drug and violence prevention, for example) ○ Weekly or monthly calendars showing the schedule of daily activities, including family-centered activities ○ The scores of any pre-post tests administered, with the tests given ○ Provide time daily for reading ○ How contractor has collaborated/interacted with the children's schools 	July 31, 2016
Contractor	Agree not to expand or contract its programs, including program times, without the prior written consent of the HA.	July 31, 2016
Agency and Contractor	Terminate the contract, with or without cause, with 30 days written notice.	July 31, 2016

Scope of Work

"PERFORMING PARTY"	"TASK/OBLIGATION":	"DEADLINE"
Contractor	Notify the HA in writing if there is any change in how these programs are funded. Currently, the After School Program is funded by Contractor.	July 31, 2016
Contractor	Notify the HA if there is a change in funding.	July 31, 2016
Contractor	Notify the HA in writing before competing for additional funds and before receiving additional grant funds.	July 31, 2016
Contractor	Recruit participants, hire and manage staff, create the daily programming and report on progress for the youth programs.	July 31, 2016
Contractor	Hire, to the greatest extent possible, residents (including youth) at the site	July 31, 2016
Contractor	Hire, to the greatest extent possible, staff reflective of the community they are serving	July 31, 2016
Contractor	Ensure that all adult staff/volunteers pass a background check before participating in the youth programs. This background check must include: <ul style="list-style-type: none"> ○ Criminal background search ○ Fingerprinting (Live Scan) submitted to the California Department of Justice ○ National sex offender search ○ Professional reference check ○ Driver's license search 	July 31, 2016
Contractor	Shall provide at least 1 adult staff person for every 20 children.	July 31, 2016
Contractor	Contact the HA's Public Information Officer before speaking with members of the media.	July 31, 2016
Contractor	Communicate with HA before any outreach efforts or media attention is given to the site or the youth at the site	July 31, 2016
Contractor	Request the use of SHRA's logo in advance of its use in any joint event. Use of the Agency's logo on the monthly newsletter and recruitment posters on site is allowable.	July 31, 2016
Contractor	Establish and maintain an After School program at Alder Grove, using the Community Room at 816 Revere and the residential unit at 752A Revere, in accordance with the Lease, from September 1, 2015 to the end of the school year in May/June, 2016 for school-aged children from 3pm to 6pm Monday through Friday.	July 31, 2016
Contractor	Work with the School District to support and/or establish a Summer Program of Expanded Learning from the end of the school year until July 31, 2016 for school-aged children.	July 31, 2016
Contractor	"COMPLETION DATE": The date for completion of all of Contractor's Tasks/Obligations under this Contract	July 31, 2016
Contractor	"BILLING DATE": Contractor must submit the final bill for all work under this Contract. Agency will not pay bills submitted after the Billing Date	N/A
Agency	"FINAL DATE": Agency must make final payment for all bills submitted in accordance with the terms of this Contract.	N/A

LEASE AGREEMENT

THIS LEASE, dated _____ is entered into between the **HOUSING AUTHORITY OF THE CITY OF SACRAMENTO** (LESSOR) and the **SACRAMENTO CHINESE COMMUNITY SERVICE CENTER** (LESSEE).

IT IS AGREED:

1. **USE AND REPORTS:**

- A. The Premises, located at 752A Revere St. (entire unit), Sacramento, California and the Community Room, located at 816 Revere St., Sacramento, California (collectively "the Premises"), shall be used by LESSEE, at no cost, only for purposes related to the establishment and maintenance of an after-school program (Program), using the space described above, primarily for children who are residents of the Alder Grove and Marina Vista Communities. LESSEE shall be permitted to use the Community Room kitchen and the restroom.
- B. LESSEE'S use of the Premises is non-exclusive and LESSOR reserves the right to access and share the Premises as necessary.
- C. LESSEE shall operate the Program from _____, 2015 to the end of the school year in May or June of 2016 for school-aged children from 3:00 p.m. to 6:00 P.M. If LESSEE wishes to use the Premises for any additional uses and/or services not included in this Lease, LESSEE must describe in writing the intended uses and/or services and obtain LESSOR'S prior written approval.
- D. LESSEE shall have the right to share use of the Common Area and the restrooms at the Premises.
- E. Should LESSEE wish to market its services to prospective clients who are not residents of a property owned by LESSOR, all marketing materials, strategies, and prospective clients must first be identified by LESSEE and approved by LESSOR.
- F. LESSOR is providing the Premises to LESSEE at no cost in order to enable LESSEE to more cost effectively provide and focus its services to LESSOR'S residents. Should LESSEE'S enrollment capacity either near or reach its maximum, LESSOR'S residents will be given enrollment priority over NON-LESSOR residents.
- G. LESSEE shall provide to LESSOR recurring written reports as required in the Contract for Services by and between LESSOR and LESSEE entered into concurrently with this Lease, and incorporated by reference.
- H. LESSEE shall use the premises for youth programs and for no other programs without LESSOR'S express prior written consent.

2. PARKING:

LESSEE and its clients, guests, and invitees shall have the right to use non-reserved parking spaces. LESSEE agrees to abide by LESSOR'S parking rules and agrees to not overburden the parking facilities.

3. LEASE TERM:

- A. LESSOR grants to LESSEE a tenancy for approximately One Year, commencing on _____, 2015 in the following property:
 - 1. Approximately 1600 square feet located in the Community Room at Alder Grove, 816 Revere St., Sacramento California, ("Premises").
 - 2. Use of the entire unit located at 752A Revere St., Sacramento, California, totaling approximately 1150 square feet.
- B. LESSEE, at the sole discretion of the LESSOR, shall have four one-year lease renewal options, with each one-year option at a rent level to be determined annually by LESSOR.
- C. LESSOR and LESSEE shall have the right to cancel this Lease at no cost or penalty by providing the other party with thirty days written notice.
- D. No holdover tenancy beyond the initial or subsequent lease terms shall be permitted without advance governing board authorization. Such authorization, if any is given, shall be at the sole discretion of the governing board.
- E. LESSEE acknowledges and agrees that in making this Lease, LESSOR is relying upon LESSEE having a Contract with LESSOR for the provision of services pursuant to that Contract dated _____, 2015. Failure to provide services or actively operate the Program pursuant to said Contract for more than thirty (30) days may cause the termination of this Lease. Termination of either the Contract or LESSEE'S funding grants (if applicable) may also cause the termination of this Lease.
- F. LESSEE acknowledges and agrees that any breach of the Contract shall constitute a material breach of this Lease.
- G. LESSEE further acknowledges and agrees that any termination or suspension of the Contract shall cause suspension and/or termination of the Lease.

4. **RENTAL RATE:**

- A. The total rental rate for all of the combined Premises at the properties is \$0.00 per square foot for leased Community Room, apartment, and/or other enclosed heated/air-conditioned space which equates to \$0.00 monthly, paid in advance on or before the first day of each calendar month of the term of this Lease. Any exterior playground areas will not incur rent expense.

The Premises' square feet calculations are approximate only; the actual Premises may be larger or smaller.

- B. LESSEE accepts the Premises in "as is" condition.

5. **UTILITIES:**

- A. LESSOR shall pay, when due, all separately metered gas and electricity charges incurred for heating, lighting, and cooling the Premises. If gas and/or electricity are not separately metered at one or more of the Premises, such utility expenses shall be included in the rental rate and shall be paid by LESSOR.
- B. LESSOR shall pay all sewer and water charges.
- C. LESSOR shall at its own cost and expense, furnish garbage and waste removal services for the premises. LESSEE shall not overburden these services.

6. **MAINTENANCE AND JANITORIAL:**

- A. LESSOR shall, at its own cost, maintain in good repair and tenantable condition, the interiors of the leased premises, including but not limited to: interior walls, ceilings, glazing, floor covering, plumbing fixtures, plumbing clogs caused by LESSEE, hot water heater, lighting fixtures (ballasts/bulbs), furnishings, partitions or systems specifically installed or required for the LESSEE'S use.
- B. LESSEE shall timely notify LESSOR of any and all repairs required on the premises.
- C. LESSOR shall, at its cost, maintain the electrical wiring, plumbing (excluding fixtures and tenant-caused clogs of the plumbing system), roof, grounds, exterior lighting, HVAC equipment, fire alarm extinguisher systems, and playground equipment (if applicable).
- D. LESSEE shall maintain the premises so that they are clean and safe for children, including, but limited to, ensuring daily waste removal.
- E. LESSEE shall place garbage and waste daily into garbage dumpsters. LESSEE shall not overburden these services.

- F. LESSOR shall designate service providers to be called when repairs to the electrical and plumbing systems are required. Said service providers shall be called in the event LESSEE is unable, within a reasonable time period, to make contact with LESSOR in order to request LESSOR-responsible repairs as set forth above.
- G. LESSOR shall, at its cost, provide janitorial service in the Premises.
- H. LESSOR shall make reasonable modifications to the Premises if necessary for the site to become certified/licensed as an after-school program.

7. SECURITY SYSTEM:

- A. LESSOR shall ensure that the Premises are equipped with a security system.
- B. LESSOR shall assign someone to open and close the building for LESSEE'S use during the approved hours as listed below.
- C. LESSOR shall provide a key and the alarm code to LESSEE for the following times:
 - Monday through Friday from 2:30 p.m. to 6:30 p.m. during the regular school year
 - Summer hours to be determined for a Summer Program of Expanded Learning from the end of the school year until July 31, 2016 for school-aged children.
- D. LESSEE shall obtain written permission from LESSOR should LESSEE wish to repair, replace or install any security systems, including, but not limited to, alarms, motion sensors, and video and/or audio surveillance equipment. If approved by LESSOR, any security system's equipment cost, maintenance/repairs, and monitoring shall be borne by the LESSEE.
- E. LESSEE shall notify LESSOR in the event LESSEE decides to change program hours so that premises alarms can be reprogrammed.
- F. LESSEE shall pay any costs associated with false alarms requiring response by emergency services.

8. SIGNAGE:

All signage shall comply with the local jurisdiction's rules, regulations, and codes. All signage on the exterior and any interior signage, graphics, and displays visible through the exterior windows or doors must be professional in appearance and approved by LESSOR in writing; LESSOR'S approval shall not be a substitute for any additional approval that LESSEE must seek with local jurisdictions. LESSEE is responsible for investigating whether any such additional approval(s) is/are required.

9. ALTERATIONS BY LESSEE:

- A. LESSEE is responsible for the construction or installation of any improvements (e.g. painting, installing shelving, installing carpeting, installing blinds or other window fixtures, etc.) required to conform the Premises to LESSEE'S needs. If any such improvements are required, LESSEE shall be responsible for all associated costs. LESSEE further agrees that it must obtain LESSOR'S prior approval of any proposed tenant improvements before commencing any such improvements. LESSEE shall immediately pay all costs of labor, services, and materials associated with any work to be done on the Premises, if such work is approved by LESSOR. LESSEE shall keep the Premises free and clear of all mechanics liens and any other liens or encumbrances. All completed work must be approved by LESSOR, in addition to any required City approvals, before LESSEE commences its operations on the Premises.
- B. LESSEE may not make any other alterations to the Premises without the prior written consent of LESSOR.
- C. LESSEE shall ensure that all permanent fixtures, partitions, or other improvements made or installed under the requirements of this Lease, by either party, shall remain the property of LESSOR.
- D. LESSEE shall repair any damage to the leased Premises resulting from the removal of any fixture, partition, or other improvement installed by LESSEE.

10. LESSEE-OWNED ITEMS:

All permanent fixtures, partitions or other improvements made or installed under the requirements of this Lease, by either LESSOR or LESSEE, shall remain the property of the LESSOR. LESSEE shall repair any damage to the leased premises resulting from removal of any fixture, partition, or other improvement installed by LESSEE, including any nail holes in walls or other surfaces of the Premises.

11. INSURANCE:

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

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

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

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

_____LESSEE'S Initials

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

12. RISK OF HAZARDS:

LESSEE shall not do anything on the Premises, nor bring or keep anything thereon which will in any way increase the risk of fire or the rate of insurance, or which shall conflict with the regulations of any fire district having jurisdiction of the area in which the Premises is situated.

13. SCREENING OF EMPLOYEES:

A. LESSEE is required by law to comply with Federal, State, and Local requirements when hiring staff for its after-school programs.

1. Some, but not all, of the requirements that LESSEE'S employees must satisfy are as follows:

a. All employees and volunteers must be fingerprinted before working or being present in any programs with youth. A fingerprint check is performed by the California Department of Justice, Bureau of Criminal Identification.

b. A criminal background check must be performed before any employee works or is present in any youth program by the California Department of Social Services' Caregiver Background Check Bureau.

B. LESSOR will perform reference and criminal background checks on each of its Housing Authority employees prior to their employment.

14. NON-DISCRIMINATION:

LESSEE herein covenants by and for itself, and LESSEE'S heirs, administrators, and assigns, and all person claiming under or through LESSEE that this Lease is made and accepted on the following conditions: that there shall be no discrimination against or desegregation of any person or group of persons, on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity, familial status, language proficiency, age or disability in the leasing, sub-leasing, transferring, use, provision of services, occupancy, tenure, or enjoyment of the premises herein leased nor shall the LESSEE or any person claiming under or through the LESSEE establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, LESSEE, sub- LESSEE, subtenants or vendees in the Premises herein leased.

15. INDEMNIFICATION:

Except to the extent of LESSOR'S negligence or willful misconduct, LESSEE agrees to indemnify, defend and hold LESSOR and LESSOR'S governing boards, employees, agents, and contractors harmless from all liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments arising by reason of any death, bodily injury, personal injury, or property damage resulting from any cause occurring in or about or resulting from an occurrence in, on or about Premises during the Lease term; the negligence or willful misconduct of LESSEE or LESSEE'S agents, employees, and contractors wherever it occurs; or, an Event of LESSEE'S default. The provisions of this paragraph shall survive the expiration or sooner termination of this Lease.

16. SUCCESSORS-IN-INTEREST:

LESSEE may not transfer or assign this Lease. Any purported assignment of this Lease by LESSEE or any interest in this Lease shall be void and shall have no legal effect.

17. NO INTEREST IN REAL PROPERTY AND NO RELOCATION BENEFITS:

LESSEE understands and acknowledges that LESSOR intends to redevelop the space provided for the implementation of this Lease. Although the entire Alder Grove housing complex is to be redeveloped in the foreseeable future, neither construction nor rehabilitation are anticipated during the Term of this Lease or the contract required to be in full force and effect concurrently with this Lease. This Lease does not create or provide any interest in real property. This Lease and the use contemplated by this Lease are, therefore, temporary in nature. LESSEE shall not, by this Lease or otherwise, be entitled to relocation benefits or replacement space resulting from the expiration or termination of this Lease.

18. WRITTEN COMMUNICATIONS:

- A. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party pursuant to this Lease shall be in writing and either served personally or sent by prepaid, first class, certified mail. Such matters shall be addressed to the other party at the following address (or such other address as a party may designate to the other by notice):

To LESSOR at:

Housing Authority of the City of
Sacramento
801 12th Street
Sacramento, CA 95814
Attention: _____

Phone No. (916) _____
Fax No. (916) _____

To LESSEE at:

Sacramento Chinese Community
Services Center

Attention: _____

Phone No.: _____
Fax No.: _____

- B. Any matter mailed pursuant to this paragraph shall be deemed communicated within forty-eight (48) hours from the time of mailing.

19. RIGHT AND REMEDY:

No delay or omission in the exercise of any right or remedy of either party on any default of the other party shall impair such a right or remedy or be construed as a waiver of such default. Any waiver by either party of any default of the other party shall be in writing and shall not be a waiver of any other default concerning the same or any other provisions of the Lease.

20. RULES AND REGULATIONS:

LESSEE'S occupancy and use of the Premises shall at all times be conducted in manner that is in compliance with LESSOR'S Rules and Regulations as promulgated from time to time at the sole discretion of LESSOR. Violation of these Rules and Regulations will be a default by LESSEE, in which case LESSOR may terminate this Lease on 48 hours written notice.

21. GOVERNING LAW:

This Lease shall be governed by and construed in accordance with the laws and regulations of the State of California.

LESSOR:

HOUSING AUTHORITY OF
THE CITY OF SACRAMENTO, a public
body, corporate and politic

By: _____
La Shelle Dozier
Executive Director

DATE: _____

LESSEE:

SACRAMENTO CHINESE COMMUNITY
SERVICES CENTER

By: _____

DATE: _____

APPROVED AS TO FORM:

AGENCY COUNSEL



CONTRACT
For
ACE Enterprises, Inc Youth Services

Effective Date:

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

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

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

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

Name	ACE Enterprises, Inc
Address	9780 Tundra Swan Dr., Elk Grove, CA 95757

Contractor is the following legal entity (select one):

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

Contractor is organized in (select one):

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

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

Funding Source	CFDA#	Award #	Award Year	Jurisdiction	Amount
N/A				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	
				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	
				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	

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

ATTACHMENT NO. CHECK APPLICABLE BOX	DESCRIPTION OF ATTACHMENT (Attachments marked N/A or stricken are not included)
	Contract Provisions (This Contract is <i>invalid</i> without the Contract Provisions attachment)
X yes # <u>A</u> <input type="checkbox"/> no	Federal Requirements
<input type="checkbox"/> yes # <u> </u> x no	CDBG and Other Federal Requirements
<input type="checkbox"/> yes # <u> </u> x no	Payments
<input type="checkbox"/> yes # <u> </u> x no	General Conditions for Limited Construction Work (If this Contract is for construction work, it is <i>invalid</i> without the General Conditions for Limited Construction Work attached.)
<input type="checkbox"/> yes # <u> </u> x no	Attachment for Architectural Services (If this Contract is for architectural services, it is <i>invalid</i> without the Attachment for Architectural Services attached.)
X yes # <u>B</u> <input type="checkbox"/> no	Personal Identifying Information Attachment
<input type="checkbox"/> yes # <u> </u> <input type="checkbox"/> no	Conflict of Interest Form
X yes # <u>C</u> <input type="checkbox"/> no	Other, Scope of Work

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

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

"PERFORMING PARTY"	"TASK/OBLIGATION":	"DEADLINE"
Contractor	See Attachment C	July 31, 2016
Contractor	"COMPLETION DATE": The date for completion of all of Contractor's Tasks/Obligations under this Contract	July 31, 2016
Contractor	"BILLING DATE": Contractor must submit the final bill for all work under this Contract. Agency will not pay bills submitted after the Billing Date	N/A
Agency	"FINAL DATE": Agency must make final payment for all bills submitted in accordance with the terms of this Contract.	N/A

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

CONTRACT PRICE	N/A

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

SELECT ONE	DATE, TIME PERIOD OR PERFORMANCE TO BE COMPLETED AS CONDITION OF PAYMENT (Only one payment schedule is selected, the others not selected included):		MAXIMUM AMOUNT OF PERIODIC PAYMENT:
	N/A	Monthly payments, Payable	Date
N/A	In the amounts and on the dates stated in Attachment ____ Payment		Stated in attachment
N/A	According to the following Schedule of Tasks, periodic payment upon Contractor's completion of each respective task:		
			Amount
N/A	As billed by Contractor, for work actually performed and services actually provided		According to the fees and rates stated in Attachment ____ Payment
N/A	Allowed Reimbursable Expenses		Maximum Amount
			\$

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

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

SPECIAL PROVISION	AGENCY COUNSEL

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

AGENCY:

By:

CONTRACTOR:

By:

Name:		Name:	
Title:		Title:	
		Tax ID Number:	

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

CERTIFICATION OF AUTHORITY

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

Contractor's Signatory

Attachment 1 Contract Provisions

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

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

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

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

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

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

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

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

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

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

_____**Contractor's Initials**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. OWNERSHIP OF PROFESSIONAL AND TECHNICAL INFORMATION. All professional and technical information, in the form of original designs, drawings, data, computations, specifications, report texts, estimates, writings, artwork, renderings, models, software programs, and any other material, data and information collected or developed in connection with the work under this Contract, and all original documents shall be forwarded to and become the sole property of Agency. Neither Contractor nor any of its associates or consultants shall have any rights or interest in such information, documents and material. Contractor and its associates and consultants may retain such copies or reproductions, at their expense, of the original documents as necessary for their files, records and reference.

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

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

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

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

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

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

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

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

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

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

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

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

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FEDERAL REQUIREMENTS

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

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

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

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

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

5. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.

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

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

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

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

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

- i. The work to be performed under this Contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
- ii. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract.
- iii. The contract requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area.
- iv. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- v. Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Employment Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- vi. Contractor will include this Employment Clause in every subcontract for work in connection with the project.
- vii. Each Contractor or subcontractor undertaking work in connection with a Section 3 covered project must fulfill its obligation to utilize lower income project area residents as employees to the greatest extent feasible by:
 - (1) Identifying the number of positions in the various occupational categories including skilled, semi-skilled, and unskilled labor, needed to perform each phase of the Section 3 covered project;
 - (2) Identifying the positions described in Paragraph (1) of this Section, the number of positions in the various occupational categories which are currently occupied by regular, permanent employees;
 - (3) Identifying the positions described in Paragraph (1) of this Section, the number of positions in the various occupational categories which are not currently occupied by regular permanent employees;
 - (4) Establishing the positions described in Paragraph (3) of this Section, a goal which is consistent with the purpose of this subpart within each occupational category of the number of positions to be filled by lower income residents of the Section 3 covered project area; and

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

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

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

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

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

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

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

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

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INVESTING IN COMMUNITIES

Sacramento Housing and Redevelopment Agency**And****Contractor:** _____**Contract Confidentiality Requirement****Protecting Personally Identifying Information**

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

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

DEFINITIONS:**Personally Identifying Information:**

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

- i) "... information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc."
- ii) Sensitive Personally Identifiable Information. PII that when lost, compromised or disclosed without authorization could substantially harm an individual. Examples of sensitive PII include

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

Privacy Act:

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

BASIC REQUIREMENTS:

The "Contractor" agrees to:

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

CONTRACTOR'S AGREEMENT:

The "Contractor" agrees to:

i) Limit Collection of PII

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

ii) Manage Access to Sensitive PII

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

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

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

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

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

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

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

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

iii) Protect Hard Copy and Electronic Files Containing Sensitive PII

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

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

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

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

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

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

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

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

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

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

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

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

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

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

v) Protecting Hard Copy Transmissions of Files Containing Sensitive PII

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

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

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

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

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

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

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

vi) Records Management, Retention and Disposition

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

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

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

(4) Do not maintain records longer than required.

(5) Destroy records after retention requirements are met.

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

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

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

PENALTIES FOR NON-COMPLIANCE:

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

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

ACKNOWLEDGEMENT AND ACCEPTANCE:

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

Contractor Name

Contractor's Signature

Date signed by Contractor

SHRA Representative Name

SHRA Representative Signature

Date signed by SHRA Representative

Cc: Contractor's file

Ref: Contract effective: _____

Scope of Work

"PERFORMING PARTY"	"TASK/OBLIGATION":	"DEADLINE"
Agency	Involve contractor in community activities	July 31, 2016
Agency	Provide families with information about the services available	July 31, 2016
Agency	Notify Contractor in advance before issuing another Request for Proposals for youth programming.	July 31, 2016
Agency	Arrive, unannounced, periodically, to observe the youth programs.	July 31, 2016
Agency	Notify contractor of meetings of the People Task Force for the Choice Neighborhood Initiative.	July 31, 2016
Contractor	Ensure that a weekly student sign-in form will be completed and available for review.	July 31, 2016
Contractor	Provide parents with adequate information about planned activities and to secure necessary permission forms.	July 31, 2016
Contractor	Ensure that records are kept on site listing emergency contacts and any special needs/concerns for each child enrolled in the program	July 31, 2016
Contractor	Notify HA in the event anyone is threatened or injured on site before the close of business to be followed up with a written report within 24 hours.	July 31, 2016
Contractor	Notify HA of any safety concerns or issues as they may arise.	July 31, 2016
Contractor	Complete monthly reports by the 10 th of each month showing <ul style="list-style-type: none"> ○ Name of each staff person ○ How many children participated in the program on a daily basis ○ How many participating children attend the After School Program at least 85% of the time ○ The opportunity to engage in academic support, health & wellness activities, nutrition, conflict resolution and targeted prevention and intervention activities (drug and violence prevention, for example) ○ Weekly or monthly calendars showing the schedule of daily activities, including family-centered activities ○ The scores of any pre-post tests administered, with the tests given ○ Provide time daily for reading ○ How contractor has collaborated/interacted with the children's schools 	July 31, 2016
Contractor	Agree not to expand or contract its programs, including program times, without the prior written consent of the HA.	July 31, 2016
Agency and Contractor	Terminate the contract, with or without cause, with 30 days written notice.	July 31, 2016

Scope of Work

"PERFORMING PARTY"	"TASK/OBLIGATION":	"DEADLINE"
Contractor	Notify the HA in writing if there is any change in how these programs are funded. Currently, the After School Program is funded by Contractor.	July 31, 2016
Contractor	Notify the HA in writing before competing for additional funds and before receiving additional grant funds.	July 31, 2016
Contractor	Recruit participants, hire and manage staff, create the daily programming and report on progress for the youth programs.	July 31, 2016
Contractor	Hire, to the greatest extent possible, residents (including youth) at the site	July 31, 2016
Contractor	Hire, to the greatest extent possible, staff reflective of the community they are serving	July 31, 2016
Contractor	Ensure that all adult volunteers pass a background check before participating in the youth programs. This background check must include: <ul style="list-style-type: none"> ○ Criminal background search ○ Fingerprinting (Live Scan) submitted to the California Department of Justice ○ National sex offender search ○ Professional reference check ○ Driver's license search 	July 31, 2016
Contractor	Shall provide at least 2 adult volunteers who have passed the background check on-site at all times. Guest speakers, who are volunteers, are not required to have a background check but cannot be unsupervised with the minors.	July 31, 2016
Contractor	Contact the HA's Public Information Officer before speaking with members of the media.	July 31, 2016
Contractor	Communicate with HA before any outreach efforts or media attention is given to the site or the youth at the site	July 31, 2016
Contractor	Request the use of SHRA's logo in advance of its use in any joint event. Use of the Agency's logo on the monthly newsletter and recruitment posters on site is allowable.	July 31, 2016
Contractor	Work with the School District to support and/or establish a Summer Program of Expanded Learning from the end of the school year until July 31, 2016 for school-aged children.	July 31, 2016
Contractor	Establish and maintain an ACE Mentoring program at Alder Grove, using the Community Room at 816 Revere Street, from September 1, 2015 to July 31, 2016 from 6 to 8pm on Tuesday evenings.	July 31, 2016
Contractor	"COMPLETION DATE": The date for completion of all of Contractor's Tasks/Obligations under this Contract	July 31, 2016
Contractor	"BILLING DATE": Contractor must submit the final bill for all work under this Contract. Agency will not pay bills submitted after the Billing Date	N/A
Agency	"FINAL DATE": Agency must make final payment for all bills submitted in accordance with the terms of this Contract.	N/A

LEASE AGREEMENT

THIS LEASE, dated _____ is entered into between the **HOUSING AUTHORITY OF THE CITY OF SACRAMENTO** (LESSOR) and **ACE ENTERPRISES, INC.** (LESSEE).

IT IS AGREED:

1. USE AND REPORTS:

- A. The Premises, located at 816 Revere St., Sacramento, California, shall be used by LESSEE, at no cost, only for purposes related to the establishment and maintenance of an after-school program (Program), using the space described above, primarily for young men aged 14-19, who are residents of the Alder Grove and Marina Vista Communities. LESSEE shall be permitted to use the Community Room, kitchen and the restroom.
- B. LESSEE'S use of the Premises is non-exclusive and LESSOR reserves the right to access and share the Premises as necessary.
- C. LESSEE shall operate the Program from 6:00 p.m. to 8:00 p.m. on Tuesday evenings beginning _____, 2015 to July 31, 2016. If LESSEE wishes to use the Premises for any additional uses and/or services not included in this Lease, LESSEE must describe in writing the intended uses and/or services and obtain LESSOR'S prior written approval.
- D. LESSEE shall have the right to share use of the Common Area and the restrooms at the Premises.
- E. Should LESSEE wish to market its services to prospective clients who are not residents of a property owned by LESSOR, all marketing materials, strategies, and prospective clients must first be identified by LESSEE and approved by LESSOR.
- F. LESSOR is providing the Premises to LESSEE at no cost in order to enable LESSEE to more cost effectively provide and focus its services to LESSOR'S residents. Should LESSEE'S enrollment capacity either near or reach its maximum, LESSOR'S residents will be given enrollment priority over NON-LESSOR residents.
- G. LESSEE shall provide to LESSOR recurring written reports as required in the Contract for Services by and between LESSOR and LESSEE entered into concurrently with this Lease, and incorporated by reference.
- H. LESSEE shall use the premises for youth programs and for no other programs without LESSOR'S express prior written consent.

2. PARKING:

LESSEE and its clients, guests, and invitees shall have the right to use non-reserved parking spaces. LESSEE agrees to abide by LESSOR'S parking rules and agrees to not overburden the parking facilities.

3. LEASE TERM:

- A. LESSOR grants to LESSEE a tenancy for approximately One Year, commencing on _____, 2015 in the following property:

Approximately 1600 square feet located in the Community Room at Alder Grove, 816 Revere St., Sacramento California, ("Premises").

- B. LESSEE, at the sole discretion of the LESSOR, shall have four one-year lease renewal options, with each one-year option at a rent level to be determined annually by LESSOR.
- C. LESSOR and LESSEE shall have the right to cancel this Lease at no cost or penalty by providing the other party with thirty days written notice.
- D. No holdover tenancy beyond the initial or subsequent lease terms shall be permitted without advance governing board authorization. Such authorization, if any is given, shall be at the sole discretion of the governing board.
- E. LESSEE acknowledges and agrees that in making this Lease, LESSOR is relying upon LESSEE having a Contract with LESSOR for the provision of services pursuant to that Contract dated _____, 2015. Failure to provide services or actively operate the Program pursuant to said Contract for more than thirty (30) days may cause the termination of this Lease. Termination of either the Contract or LESSEE'S funding grants (if applicable) may also cause the termination of this Lease.
- F. LESSEE acknowledges and agrees that any breach of the Contract shall constitute a material breach of this Lease.
- G. LESSEE further acknowledges and agrees that any termination or suspension of the Contract shall cause suspension and/or termination of the Lease.

4. RENTAL RATE:

- A. The total rental rate for all of the combined Premises at the properties is \$0.00 per square foot for leased Community Room and/or other enclosed heated/air-conditioned space which equates to \$0.00 monthly, paid in advance on or before the first day of each calendar month of the term of this Lease. Any exterior playground areas will not incur rent expense.

The Premises' square feet calculations are approximate only; the actual Premises may be larger or smaller.

- B. LESSEE accepts the Premises in "as is" condition.

5. UTILITIES:

- A. LESSOR shall pay, when due, all separately metered gas and electricity charges incurred for heating, lighting, and cooling the Premises. If gas and/or electricity are not separately metered at one or more of the Premises, such utility expenses shall be included in the rental rate and shall be paid by LESSOR.
- B. LESSOR shall pay all sewer and water charges.
- C. LESSOR shall at its own cost and expense, furnish garbage and waste removal services for the premises. LESSEE shall not overburden these services.

6. MAINTENANCE AND JANITORIAL:

- A. LESSOR shall, at its own cost, maintain in good repair and tenantable condition, the interiors of the leased premises, including but not limited to: interior walls, ceilings, glazing, floor covering, plumbing fixtures, plumbing clogs caused by LESSEE, hot water heater, lighting fixtures (ballasts/bulbs), furnishings, partitions or systems specifically installed or required for the LESSEE'S use.
- B. LESSEE shall timely notify LESSOR of any and all repairs required on the premises.
- C. LESSOR shall, at its cost, maintain the electrical wiring, plumbing (excluding fixtures and tenant-caused clogs of the plumbing system), roof, grounds, exterior lighting, HVAC equipment, fire alarm extinguisher systems, and playground equipment (if applicable).
- D. LESSEE shall maintain the premises so that they are clean and safe, including, but limited to, ensuring daily waste removal.
- E. LESSEE shall place garbage and waste daily into garbage dumpsters. LESSEE shall not overburden these services.
- F. LESSOR shall designate service providers to be called when repairs to the electrical and plumbing systems are required. Said service providers shall be called in the event LESSEE is unable, within a reasonable time period, to make contact with LESSOR in order to request LESSOR-responsible repairs as set forth above.
- G. LESSOR shall, at its cost, provide janitorial service in the Premises.

7. SECURITY SYSTEM:

- A. LESSOR shall ensure that the Premises are equipped with a security system.
- B. LESSOR shall assign someone to open and close the building for LESSEE'S use during the approved hours as listed below.
- C. LESSOR shall provide a key and the alarm code to LESSEE for the following times:

-Tuesdays from 5:30 p.m. to 8:30 p.m.
- D. LESSEE shall obtain written permission from LESSOR should LESSEE wish to repair, replace or install any security systems, including, but not limited to, alarms, motion sensors, and video and/or audio surveillance equipment. If approved by LESSOR, any security system's equipment cost, maintenance/repairs, and monitoring shall be borne by the LESSEE.
- E. LESSEE shall notify LESSOR in the event LESSEE decides to change program hours so that premises alarms can be reprogrammed.
- F. LESSEE shall pay any costs associated with false alarms requiring response by emergency services.

8. SIGNAGE:

All signage shall comply with the local jurisdiction's rules, regulations, and codes. All signage on the exterior and any interior signage, graphics, and displays visible through the exterior windows or doors must be professional in appearance and approved by LESSOR in writing; LESSOR'S approval shall not be a substitute for any additional approval that LESSEE must seek with local jurisdictions. LESSEE is responsible for investigating whether any such additional approval(s) is/are required.

9. ALTERATIONS BY LESSEE:

- A. LESSEE is responsible for the construction or installation of any improvements (e.g. painting, installing shelving, installing carpeting, installing blinds or other window fixtures, etc.) required to conform the Premises to LESSEE'S needs. If any such improvements are required, LESSEE shall be responsible for all associated costs. LESSEE further agrees that it must obtain LESSOR'S prior approval of any proposed tenant improvements before commencing any such improvements. LESSEE shall immediately pay all costs of labor, services, and materials associated with any work to be done on the Premises, if such work is approved by LESSOR. LESSEE shall keep the Premises free and clear of all mechanics liens and any other liens or encumbrances. All completed work must be approved by LESSOR, in addition to any required City approvals, before LESSEE commences its operations on the Premises.

- B. LESSEE may not make any other alterations to the Premises without the prior written consent of LESSOR.
- C. LESSEE shall ensure that all permanent fixtures, partitions, or other improvements made or installed under the requirements of this Lease, by either party, shall remain the property of LESSOR.
- D. LESSEE shall repair any damage to the leased Premises resulting from the removal of any fixture, partition, or other improvement installed by LESSEE.

10. LESSEE-OWNED ITEMS:

All permanent fixtures, partitions or other improvements made or installed under the requirements of this Lease, by either LESSOR or LESSEE, shall remain the property of the LESSOR. LESSEE shall repair any damage to the leased premises resulting from removal of any fixture, partition, or other improvement installed by LESSEE, including any nail holes in walls or other surfaces of the Premises.

11. INSURANCE:

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

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

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

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

_____ **LESSEE'S Initials**

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

12. RISK OF HAZARDS:

LESSEE shall not do anything on the Premises, nor bring or keep anything thereon which will in any way increase the risk of fire or the rate of insurance, or which shall conflict with the regulations of any fire district having jurisdiction of the area in which the Premises is situated.

13. SCREENING OF EMPLOYEES:

- A. LESSEE is required by law to comply with Federal, State, and Local requirements when hiring staff for its youth programs.
 - 1. Some, but not all, of the requirements that LESSEE'S employees must satisfy are as follows:
 - a. All employees and volunteers must be fingerprinted before working or being present in any programs with youth. A fingerprint check is performed by the California Department of Justice, Bureau of Criminal Identification.
 - b. A criminal background check must be performed before any employee works or is present in any youth program by the California Department of Social Services' Caregiver Background Check Bureau.
- B. LESSOR will perform reference and criminal background checks on each of its Housing Authority employees prior to their employment.

14. NON-DISCRIMINATION:

LESSEE herein covenants by and for itself, and LESSEE'S heirs, administrators, and assigns, and all person claiming under or through LESSEE that this Lease is made and accepted on the following conditions: that there shall be no discrimination against or desegregation of any person or group of persons, on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity, familial status, language proficiency, age or disability in the leasing, sub-leasing, transferring, use, provision of services, occupancy, tenure, or enjoyment of the premises herein leased nor shall the LESSEE or any person claiming under or through the LESSEE establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, LESSEE, sub- LESSEE, subtenants or vendees in the Premises herein leased.

15. INDEMNIFICATION:

Except to the extent of LESSOR'S negligence or willful misconduct, LESSEE agrees to indemnify, defend and hold LESSOR and LESSOR'S governing boards, employees, agents, and contractors harmless from all liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments arising by reason of any death, bodily injury, personal injury, or property damage resulting from any cause occurring in or about or resulting from an occurrence in, on or about Premises during the Lease term; the negligence or willful misconduct of LESSEE or LESSEE'S agents, employees, and contractors wherever it occurs; or, an Event of LESSEE'S default. The provisions of this paragraph shall survive the expiration or sooner termination of this Lease.

16. SUCCESSORS-IN-INTEREST:

LESSEE may not transfer or assign this Lease. Any purported assignment of this Lease by LESSEE or any interest in this Lease shall be void and shall have no legal effect.

17. NO INTEREST IN REAL PROPERTY AND NO RELOCATION BENEFITS:

LESSEE understands and acknowledges that LESSOR intends to redevelop the space provided for the implementation of this Lease. Although the entire Alder Grove housing complex is to be redeveloped in the foreseeable future, neither construction nor rehabilitation are anticipated during the Term of this Lease or the contract required to be in full force and effect concurrently with this Lease. This Lease does not create or provide any interest in real property. This Lease and the use contemplated by this Lease are, therefore, temporary in nature. LESSEE shall not, by this Lease or otherwise, be entitled to relocation benefits or replacement space resulting from the expiration or termination of this Lease.

18. WRITTEN COMMUNICATIONS:

- A. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party pursuant to this Lease shall be in writing and either served personally or sent by prepaid, first class, certified mail. Such matters shall be addressed to the other party at the following address (or such other address as a party may designate to the other by notice):

To LESSOR at:

Housing Authority of the City of
Sacramento
801 12th Street _____
Sacramento, CA 95814
Attention: _____

Phone No. (916) _____
Fax No. (916) _____

To LESSEE at:

ACES

Attention: _____

Phone No.: _____
Fax No.: _____

- B. Any matter mailed pursuant to this paragraph shall be deemed communicated within forty-eight (48) hours from the time of mailing.

19. RIGHT AND REMEDY:

No delay or omission in the exercise of any right or remedy of either party on any default of the other party shall impair such a right or remedy or be construed as a waiver of such default. Any waiver by either party of any default of the other party shall be in writing and shall not be a waiver of any other default concerning the same or any other provisions of the Lease.

20. RULES AND REGULATIONS:

LESSEE'S occupancy and use of the Premises shall at all times be conducted in manner that is in compliance with LESSOR'S Rules and Regulations as promulgated from time to time at the sole discretion of LESSOR. Violation of these Rules and Regulations will be a default by LESSEE, in which case LESSOR may terminate this Lease on 48 hours written notice.

21. GOVERNING LAW:

This Lease shall be governed by and construed in accordance with the laws and regulations of the State of California.

LESSOR:

HOUSING AUTHORITY OF
THE CITY OF SACRAMENTO, a public
body, corporate and politic

By: _____
La Shelle Dozier
Executive Director

DATE: _____

LESSEE:

ACE, Mentoring, Inc

By: _____

DATE: _____

APPROVED AS TO FORM:

AGENCY COUNSEL



October 29, 2015

Sacramento Housing and
Redevelopment Commission
Sacramento, CA

Honorable Members in Session:

SUBJECT:

Youth Services at Twin Rivers Public Housing


SUMMARY

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

RECOMMENDATION

Staff recommends approval of the recommendations outlined in this report.

Respectfully submitted,



LASHELLE DOZIER
Executive Director

Attachment

**COUNTY OF SACRAMENTO
CALIFORNIA**

For the Agenda of:
November 10, 2015

To: Housing Authority of the County of Sacramento

From: Sacramento Housing and Redevelopment Agency

Subject: Youth Services At Twin Rivers Public Housing

Supervisory
District(s): Serna

Contact: Mary Liz Paulson, Assistant Director, 440-1334

Overview

The Twin Rivers public housing site is home to more than 150 school-aged youth. There was a need to create a structured program with academic support for children after school. A "Request for Proposals" was published in March with the intent to bring additional youth service providers to the community and increase the Housing Authority's involvement with these activities. The attached contracts for services and leases are the result of months of dialogue and effort to increase the activities available to the children living in these sites.

Recommendations

Adopt the attached Housing Authority Resolution that authorizes the Housing Authority's Executive Director to: 1) execute a one-year contract with the Roberts Family Development Center to provide youth services for the school aged children living at Twin Rivers, and 2) to execute a one-year lease with the Roberts Family Development Center for the space located at Twin Rivers.

Measures/Evaluation

Monthly reports will be submitted to the Housing Authority identifying the children that attend the program, the daily activities, the time spent on reading and academic support, the collaboration with the children's school, and the involvement with the families.

Fiscal Impact

Since there is no direct federal funding available to support this program, there is no fiscal impact.

BACKGROUND

The Twin Rivers public housing site, owned by the County of Sacramento's Housing Authority, is located at the corner of Richards Boulevard and 12th Street and consists of 218 units of family housing. There are more than 260 children living at this site at any time. The Housing Authority issued a "Request for Proposals" (RFP) in March to identify programs to help the children with academic support, improve health and wellness and engage in enrichment activities. Proposals were received in April 2015. The RFP did not include funding for the programs, but it was the Housing Authority's intent to bring a variety of youth service providers to the site: some of which would serve youth at the site and some would increase the resident youth's access to programs available in the community, or off-site. The Housing Authority received three proposals from ACE Enterprises, Inc, Roberts Family Development Center, and the Sacramento Chinese Community Services Center. A selection committee evaluated the proposals and recommended that the Housing Authority contract with the Roberts Family Development Center to provide services to youth living at the Twin Rivers site. The contract and lease covers a one-year period, but is renewable annually for four additional years at the option of the Housing Authority.

DISCUSSION

The attached contract outlines the reporting requirements of the partnership so that outcomes can be quantified which will be important when seeking additional funds. The attached lease identifies where the services are to be available and outlines the requirement to make space available to accommodate both physical group activities as well as quiet space for homework and reading. The After School programs will use the on-site community room and a rental unit for classroom work. The contracts also encouraged partnering with the school district and involving the children's parents so that the children are more likely to succeed with these partners communicating together.

COMMISSION ACTION:

It is anticipated that, at its meeting of November 4, 2015, the Sacramento Housing and Redevelopment Commission will approve the staff recommendation for this item. Staff will notify the Board in the event this does not occur.

MEASURES/EVALUATIONS

Monthly reports will be submitted to the Housing Authority identifying the children that attend the program, the daily activities, the time spent on reading and academic support, the collaboration with the children's school, and the involvement with the families.

FINANCIAL ANALYSIS

There are no financial considerations at this time.

POLICY CONSIDERATIONS

The focus on youth services is consistent with the vision to encourage self-sufficiency by providing connections for youth to succeed in all aspects of their lives: academically, physically, socially and emotionally.

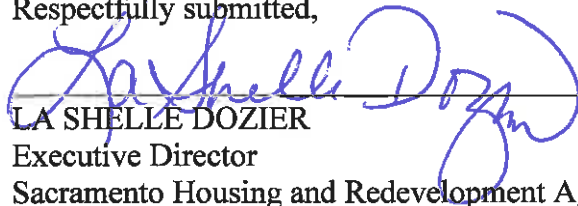
ENVIRONMENTAL REVIEW

The establishment of youth programs does not constitute a project under the California Environmental Quality Act (CEQA) and is therefore exempt from review pursuant to CEQA Guidelines Section 15378(b)(5). As an administrative activity, this activity has been determined to be exempt under the National Environmental Policy Act (NEPA) Code of Federal Regulations sections 58.34(a)(4).

M/WBE AND SECTION 3 CONSIDERATIONS

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

Respectfully submitted,


LA SHELLE DOZIER
Executive Director
Sacramento Housing and Redevelopment Agency

APPROVED:

BRADLEY J. HUDSON
County Executive

Attachments:

RES – County BOS Resolution

Attachment A – Contract with the Roberts Family Development Center to provide youth services at Twin Rivers.

Attachment B – Lease with the Roberts Family Development Center to use space at Twin Rivers

RESOLUTION NO. _____

ADOPTED BY THE HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO

ON DATE OF

APPROVAL OF HOUSING AUTHORITY AGREEMENTS WITH YOUTH SERVICE PROVIDER AT TWIN RIVERS SITE

WHEREAS, the Housing Authority of the County of Sacramento owns and manages public housing throughout the County of Sacramento, and

WHEREAS, there are approximately 260 school aged children living at Twin Rivers; and

WHEREAS, it is the desire of the Housing Authority of the County of Sacramento to help the these children with academic support, improve their health and wellness and engage them in enrichment activities; and

WHEREAS, the Housing Authority of the County of Sacramento issued a competitive Request for Proposals in March of 2015 to identify youth services providers who were willing to provide services at these sites or to transport youth to a different site to participate in After School activities; and

WHEREAS, responses were received from three vendors; and

WHEREAS, a committee evaluated the proposals and recommended that the Housing Authority of the County of Sacramento contract with the Roberts Family Development Center to provide services to youth living at Twin Rivers; and

WHEREAS, the Housing Authority proposes to make space available to the Roberts Family Development Center by providing a lease for space at the Twin Rivers Community Room and a rental unit located at 510 Louise Street, which has been taken off line for this purpose; and

WHEREAS, on November 4, 2015, a noticed public hearing pursuant to Health and Safety Code Section 34312.3 was held before the Sacramento Housing and Redevelopment Commission; and

WHEREAS, the recommended activity is not a project under the California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(5) and no further environmental review is required; and

Approval Of Housing Authority Agreements With Youth Service Provider At Twin Rivers Site
Page 2

WHEREAS, the activity authorized by this resolution is categorically exempt under 24 CFR (a)(4); therefore, no further review is required under the National Environmental Policy Act.

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

Section 1. After due consideration, the facts presented in the recitals above, including the environmental recitals, are found to be true and correct.

Section 2. The Housing Authority's Executive Director is authorized to execute a one-year contract with the Roberts Family Development Center to provide youth services for the school aged children living at Twin Rivers. This contract is renewable annually for four additional years at the option of the Housing Authority.

Section 3. The Housing Authority's Executive Director is authorized to execute a one-year lease with the Roberts Family Development Center for the space located at Twin Rivers, which is renewable annually for four additional years at the option of the Housing Authority. This lease is enforceable only as long as the Roberts Family Development Center is providing a service to the youth living at this site.

Approval Of Housing Authority Agreements With Youth Service Provider At Twin Rivers Site

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 10th day of November, 2015, by the following vote, to wit:

AYES: Members,

NOES: Members,

ABSENT: Members,

ABSTAIN: Members,

RECUSAL: Supervisors,
(PER POLITICAL REFORM ACT (§ 18702.5))

Chair of the Housing Authority of the
County of Sacramento, California

SEAL:

ATTEST: _____
Clerk



CONTRACT
For
Roberts Family Development Center Youth Programs at Twin Rivers

Effective Date:

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

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

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

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

Name	Roberts Family Development Center
Address	770 Darina Ave, Sacramento, CA 95814

Contractor is the following legal entity (select one):

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

Contractor is organized in (select one):

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

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

Funding Source	CFDA#	Award #	Award Year	Jurisdiction	Amount
N/A				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	
				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	
				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	

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

ATTACHMENT NO. CHECK APPLICABLE BOX	DESCRIPTION OF ATTACHMENT (Attachments marked N/A or stricken are not included)
<input checked="" type="checkbox"/> yes # <u>A</u> <input type="checkbox"/> no	Contract Provisions (This Contract is <i>invalid</i> without the Contract Provisions attachment)
<input type="checkbox"/> yes # <u> </u> <input checked="" type="checkbox"/> no	Federal Requirements
<input type="checkbox"/> yes # <u> </u> <input checked="" type="checkbox"/> no	CDBG and Other Federal Requirements
<input type="checkbox"/> yes # <u> </u> <input checked="" type="checkbox"/> no	Payments
<input type="checkbox"/> yes # <u> </u> <input checked="" type="checkbox"/> no	General Conditions for Limited Construction Work (If this Contract is for construction work, it is invalid without the General Conditions for Limited Construction Work attached.)
<input type="checkbox"/> yes # <u> </u> <input checked="" type="checkbox"/> no	Attachment for Architectural Services (If this Contract is for architectural services, it is <i>invalid</i> without the Attachment for Architectural Services attached.)
<input checked="" type="checkbox"/> yes # <u>B</u> <input type="checkbox"/> no	Personal Identifying Information Attachment
<input type="checkbox"/> yes # <u> </u> <input type="checkbox"/> no	Conflict of Interest Form
<input checked="" type="checkbox"/> yes # <u>C</u> <input type="checkbox"/> no	Other, Scope of Work

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

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

"PERFORMING PARTY"	"TASK/OBLIGATION":	"DEADLINE"
Contractor	See Attachment C	July 31, 2016
Contractor	"COMPLETION DATE": The date for completion of all of Contractor's Tasks/Obligations under this Contract	July 31, 2016
Contractor	"BILLING DATE": Contractor must submit the final bill for all work under this Contract. Agency will not pay bills submitted after the Billing Date	N/A
Agency	"FINAL DATE": Agency must make final payment for all bills submitted in accordance with the terms of this Contract.	N/A

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

CONTRACT PRICE	N/A
----------------	-----

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

SELECT ONE	DATE, TIME PERIOD OR PERFORMANCE TO BE COMPLETED AS CONDITION OF PAYMENT (Only one payment schedule is selected, the others not selected included):		MAXIMUM AMOUNT OF PERIODIC PAYMENT:
N/A	Monthly payments, Payable	Date	Amount
N/A	In the amounts and on the dates stated in Attachment ___ Payment		Stated in attachment
N/A	According to the following Schedule of Tasks, periodic payment upon Contractor's completion of each respective task:		Amount
N/A	As billed by Contractor, for work actually performed and services actually provided		According to the fees and rates stated in Attachment ___ Payment
N/A	Allowed Reimbursable Expenses		Maximum Amount
			\$

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

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

SPECIAL PROVISION	AGENCY COUNSEL

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

AGENCY:

By:

CONTRACTOR:

By:

Name:		Name:	
Title:		Title:	
		Tax ID Number:	

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

CERTIFICATION OF AUTHORITY

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

Contractor's Signatory

Attachment 1 Contract Provisions

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

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

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

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

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

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

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

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

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

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

_____**Contractor's Initials**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. OWNERSHIP OF PROFESSIONAL AND TECHNICAL INFORMATION. All professional and technical information, in the form of original designs, drawings, data, computations, specifications, report texts, estimates, writings, artwork, renderings, models, software programs, and any other material, data and information collected or developed in connection with the work under this Contract, and all original documents shall be forwarded to and become the sole property of Agency. Neither Contractor nor any of its associates or consultants shall have any rights or interest in such information, documents and material. Contractor and its associates and consultants may retain such copies or reproductions, at their expense, of the original documents as necessary for their files, records and reference.

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

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

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

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

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

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

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

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

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

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

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

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

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FEDERAL REQUIREMENTS

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

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

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

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

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

5. **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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INVESTING IN COMMUNITIES

Sacramento Housing and Redevelopment Agency

And

Contractor: _____

Contract Confidentiality Requirement

Protecting Personally Identifying Information

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

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

DEFINITIONS:

Personally Identifying Information:

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

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

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

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

Privacy Act:

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

BASIC REQUIREMENTS:

The "Contractor" agrees to:

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

CONTRACTOR'S AGREEMENT:

The "Contractor" agrees to:

i) Limit Collection of PII

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

ii) Manage Access to Sensitive PII

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

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

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

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

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

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

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

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

iii) Protect Hard Copy and Electronic Files Containing Sensitive PII

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

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

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

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

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

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

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

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

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

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

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

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

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

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

v) Protecting Hard Copy Transmissions of Files Containing Sensitive PII

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

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

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

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

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

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

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

vi) Records Management, Retention and Disposition

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

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

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

(4) Do not maintain records longer than required.

(5) Destroy records after retention requirements are met.

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

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

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

PENALTIES FOR NON-COMPLIANCE:

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

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

ACKNOWLEDGEMENT AND ACCEPTANCE:

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

Contractor Name

Contractor's Signature

Date signed by Contractor

SHRA Representative Name

SHRA Representative Signature

Date signed by SHRA Representative

Cc: Contractor's file

Ref: Contract effective: _____

Scope of Work

"PERFORMING PARTY"	"TASK/OBLIGATION":	"DEADLINE"
Agency	Involve contractor in community activities	July 31, 2016
Agency	Provide families with information about the services available	July 31, 2016
Agency	Notify Contractor in advance before issuing another Request for Proposals for youth programming.	July 31, 2016
Agency	Arrive, unannounced, periodically, to observe the youth programs.	July 31, 2016
Agency	Notify contractor of meetings of the People Task Force for the Choice Neighborhood Initiative.	July 31, 2016
Contractor	Ensure that parents (or other responsible party, as determined by parent) sign their children in/out of the program daily	July 31, 2016
Contractor	Provide parents with adequate information about planned activities and to secure necessary permission forms.	July 31, 2016
Contractor	Ensure that records are kept on site listing emergency contacts and any special needs/concerns for each child enrolled in the program	July 31, 2016
Contractor	Notify HA in the event anyone is threatened or injured on site before the close of business to be followed up with a written report within 24 hours.	July 31, 2016
Contractor	Notify HA of any safety concerns or issues as they may arise.	July 31, 2016
Contractor	<p>Complete monthly reports by the 10th of each month showing</p> <ul style="list-style-type: none"> ○ Name of each staff person ○ How many children participated in the program on a daily basis ○ How many participating children attend the College Bound Babies Program at least 85% of the time ○ How many participating children attend the After School Program at least 85% of the time ○ The opportunity to engage in academic support, health & wellness activities, nutrition, conflict resolution and targeted prevention and intervention activities (drug and violence prevention, for example) ○ Weekly or monthly calendars showing the schedule of daily activities, including family-centered activities ○ The scores of any pre-post tests administered, with the tests given ○ Provide time daily for reading ○ How contractor has collaborated/interacted with the children's schools ○ The services provided by the Resource Center, both duplicated and unduplicated numbers. 	July 31, 2016

Scope of Work

"PERFORMING PARTY"	"TASK/OBLIGATION":	"DEADLINE"
Contractor	Agree not to expand or contract its programs, including program times, without the prior written consent of the HA.	July 31, 2016
Agency and Contractor	Terminate the contract, with or without cause, with 30 days written notice.	July 31, 2016
Contractor	<p>Notify the HA in writing if there is any change in how these programs are funded. Currently,</p> <p>--the College Bound Babies is funded by Twin Rivers School District for the period July 1, 2015 to June 30, 2016.</p> <p>--the After School Program is funded by Roberts Family Development Center.</p>	July 31, 2016
Contractor	Notify the HA in writing before competing for additional funds and before receiving additional grant funds.	July 31, 2016
Contractor	Recruit participants, hire and manage staff, create the daily programming and report on progress for the youth programs.	July 31, 2016
Contractor	Hire, to the greatest extent possible, residents (including youth) at the site	July 31, 2016
Contractor	Hire, to the greatest extent possible, staff reflective of the community they are serving	July 31, 2016
Contractor	<p>Ensure that all adult staff/volunteers pass a background check before participating in the youth programs. This background check must include:</p> <ul style="list-style-type: none"> ○ Criminal background search ○ Fingerprinting (Live Scan) submitted to the California Department of Justice ○ National sex offender search ○ Professional reference check ○ Driver's license search 	July 31, 2016
Contractor	Shall provide at least 1 adult staff person for every 20 children.	July 31, 2016
Contractor	Contact the HA's Public Information Officer before speaking with members of the media.	July 31, 2016
Contractor	Communicate with HA before any outreach efforts or media attention is given to the site or the youth at the site	July 31, 2016
Contractor	Request the use of SHRA's logo in advance of its use in any joint event. Use of the Agency's logo on the monthly newsletter and recruitment posters on site is allowable.	July 31, 2016
Contractor	Work with the School District to support and/or establish a Summer Program of Expanded Learning from the end of the school year until July 31, 2016 for school-aged children.	July 31, 2016
Contractor	Establish and maintain the College Bound Babies Initiative at 510 Louise Ave., Sacramento to provide the following youth services for the children living at Twin Rivers using the space described above, from September 1, 2015 to the end of the school year in May/June, 2016 for children from 8am to 1pm Monday through Friday.	July 31, 2016

Scope of Work

"PERFORMING PARTY"	"TASK/OBLIGATION":	"DEADLINE"
Contractor	Establish and maintain an After School program at 510 Louise Ave., Sacramento and using the Community Room at 321 Eliza to provide the youth services for the children aged 3-5 years of age living at Twin Rivers using the space described above, from September 1, 2015 to the end of the school year in May/June, 2016 for school-aged children from 3pm to 6pm Monday through Friday.	July 31, 2016
Contractor	Establish and maintain a Summer Program from the end of the school year until August 31, 2016 for school aged children Monday through Friday.	July 31, 2016
Contractor	Establish and maintain the Resource Center Monday through Thursday from 6pm to 8:30pm and Saturday from 10am-2pm through December 31, 2015.	July 31, 2016
Contractor	"COMPLETION DATE": The date for completion of all of Contractor's Tasks/Obligations under this Contract	July 31, 2016
Contractor	"BILLING DATE": Contractor must submit the final bill for all work under this Contract. Agency will not pay bills submitted after the Billing Date	N/A
Agency	"FINAL DATE": Agency must make final payment for all bills submitted in accordance with the terms of this Contract.	N/A

LEASE AGREEMENT

THIS LEASE, dated _____ is entered into between the **HOUSING AUTHORITY OF THE CITY OF SACRAMENTO** (LESSOR) and **ROBERTS FAMILY DEVELOPMENT SERVICES** (LESSEE).

IT IS AGREED:

1. USE AND REPORTS:

- A. The Premises, located at 510 Louise St. (entire unit), Sacramento, California and the Community Room, located at 321 Eliza St., Sacramento, California (collectively "the Premises"), shall be used by LESSEE, at no cost, only for purposes related to the establishment and maintenance of an after-school program (Program), using the space described above, primarily for children who are residents of the Twin Rivers community. LESSEE shall be permitted to use the Community Room, kitchen and restrooms as part of this agreement.
- B. LESSEE'S use of the Premises is non-exclusive and LESSOR reserves the right to access and share the Premises as necessary.
- C. LESSEE shall operate the Program from DATE to the end of the school year in May or June of 2016 for school-aged children from 3:00 p.m. to 6:00 P.M. If LESSEE wishes to use the Premises for any additional uses and/or services not included in this Lease, LESSEE must describe in writing the intended uses and/or services and obtain LESSOR'S prior written approval.
- D. LESSEE shall have the right to share use of the Common Area and the restrooms at the Premises.
- E. Should LESSEE wish to market its services to prospective clients who are not residents of a property owned by LESSOR, all marketing materials, strategies, and prospective clients must first be identified by LESSEE and approved by LESSOR.
- F. LESSOR is providing the Premises to LESSEE at no cost in order to enable LESSEE to more cost effectively provide and focus its services to LESSOR'S residents. Should LESSEE'S enrollment capacity either near or reach its maximum, LESSOR'S residents will be given enrollment priority over NON-LESSOR residents.
- G. LESSEE shall provide to LESSOR recurring written reports as required in the Contract for Services by and between LESSOR and LESSEE entered into concurrently with this Lease, and incorporated by reference.
- H. LESSEE shall use the premises for youth programs and for no other programs without LESSOR'S express prior written consent.

2. PARKING:

LESSEE and its clients, guests, and invitees shall have the right to use 3 non-reserved parking spaces. LESSEE agrees to abide by LESSOR'S parking rules and agrees to not overburden the parking facilities.

3. LEASE TERM:

- A. LESSOR grants to LESSEE a tenancy for approximately One Year, commencing on _____, 2015 in the following property:
 - 1. Approximately 1850 square feet located in the Community Room at Twin Rivers, 321 Eliza St., Sacramento California, ("Premises").
 - 2. Use of the entire unit located at 510 Louise St., Sacramento, California, totaling approximately 1400 square feet.
- B. LESSEE, at the sole discretion of the LESSOR, shall have four one-year lease renewal options, with each one-year option at a rent level to be determined annually by LESSOR.
- C. LESSOR and LESSEE shall have the right to cancel this Lease at no cost or penalty by providing the other party with thirty days written notice.
- D. No holdover tenancy beyond the initial or subsequent lease terms shall be permitted without advance governing board authorization. Such authorization, if any is given, shall be at the sole discretion of the governing board.
- E. LESSEE acknowledges and agrees that in making this Lease, LESSOR is relying upon LESSEE having a Contract with LESSOR for the provision of services pursuant to that Contract dated _____, 2015. Failure to provide services or actively operate the Program pursuant to said Contract for more than thirty (30) days may cause the termination of this Lease. Termination of either the Contract or LESSEE'S funding grants (if applicable) may also cause the termination of this Lease.
- F. LESSEE acknowledges and agrees that any breach of the Contract shall constitute a material breach of this Lease.
- G. LESSEE further acknowledges and agrees that any termination or suspension of the Contract shall cause suspension and/or termination of the Lease.

4. RENTAL RATE:

- A. The total rental rate for all of the combined Premises at the properties is \$0.00 per square foot for leased Community Room, apartment, and/or other enclosed heated/air-conditioned space which equates to \$0.00 monthly, paid in advance on or before the first day of each calendar month of the term of this Lease. Any exterior playground areas will not incur rent expense.

The Premises' square feet calculations are approximate only; the actual Premises may be larger or smaller.

- B. LESSEE accepts the Premises in "as is" condition.

5. UTILITIES:

- A. LESSOR shall pay, when due, all separately metered gas and electricity charges incurred for heating, lighting, and cooling the Premises. If gas and/or electricity are not separately metered at one or more of the Premises, such utility expenses shall be included in the rental rate and shall be paid by LESSOR.
- B. LESSOR shall pay all sewer and water charges.
- C. LESSOR shall at its own cost and expense, furnish garbage and waste removal services for the premises. LESSEE shall not overburden these services.

6. MAINTENANCE AND JANITORIAL:

- A. LESSOR shall, at its own cost, maintain in good repair and tenantable condition, the interiors of the leased premises, including but not limited to: interior walls, ceilings, glazing, floor covering, plumbing fixtures, plumbing clogs caused by LESSEE, hot water heater, lighting fixtures (ballasts/bulbs), furnishings, partitions or systems specifically installed or required for the LESSEE'S use.
- B. LESSEE shall timely notify LESSOR of any and all repairs required on the premises.
- C. LESSOR shall, at its cost, maintain the electrical wiring, plumbing (excluding fixtures and tenant-caused clogs of the plumbing system), roof, grounds, exterior lighting, HVAC equipment, fire alarm extinguisher systems, and playground equipment (if applicable).
- D. LESSEE shall maintain the premises so that they are clean and safe for children, including, but limited to, ensuring daily waste removal.
- E. LESSEE shall place garbage and waste daily into garbage dumpsters. LESSEE shall not overburden these services.
- F. LESSOR shall designate service providers to be called when repairs to the electrical and plumbing systems are required. Said service providers shall be called in the event LESSEE is unable, within a reasonable time period, to make contact with LESSOR in order to request LESSOR-responsible repairs as set forth above.

- G. LESSOR shall, at its cost, provide janitorial service in the Premises.
- H. LESSOR shall make reasonable modifications to the Premises if necessary for the site to become certified/licensed as an after-school program.

7. **SECURITY SYSTEM:**

- A. LESSOR shall ensure that the Premises are equipped with a security system.
- B. LESSOR shall assign someone to open and close the building for LESSEE'S use during the approved hours as listed below.
- C. LESSOR shall provide a key and the alarm code to LESSEE for the following times:
 - Monday through Friday from 2:30 p.m. to 6:30 p.m. during the regular school year
 - Summer hours to be determined for a Summer Program of Expanded Learning from the end of the school year until July 31, 2016 for school-aged children.
- D. LESSEE shall obtain written permission from LESSOR should LESSEE wish to repair, replace or install any security systems, including, but not limited to, alarms, motion sensors, and video and/or audio surveillance equipment. If approved by LESSOR, any security system's equipment cost, maintenance/repairs, and monitoring shall be borne by the LESSEE.
- E. LESSEE shall notify LESSOR in the event LESSEE decides to change program hours so that premises alarms can be reprogrammed.
- F. LESSEE shall pay any costs associated with false alarms requiring response by emergency services.

8. **SIGNAGE:**

All signage shall comply with the local jurisdiction's rules, regulations, and codes. All signage on the exterior and any interior signage, graphics, and displays visible through the exterior windows or doors must be professional in appearance and approved by LESSOR in writing; LESSOR'S approval shall not be a substitute for any additional approval that LESSEE must seek with local jurisdictions. LESSEE is responsible for investigating whether any such additional approval(s) is/are required.

9. **ALTERATIONS BY LESSEE:**

- A. LESSEE is responsible for the construction or installation of any improvements (e.g. painting, installing shelving, installing carpeting, installing blinds or other window fixtures, etc.) required to conform the

Premises to LESSEE'S needs. If any such improvements are required, LESSEE shall be responsible for all associated costs. LESSEE further agrees that it must obtain LESSOR'S prior approval of any proposed tenant improvements before commencing any such improvements. LESSEE shall immediately pay all costs of labor, services, and materials associated with any work to be done on the Premises, if such work is approved by LESSOR. LESSEE shall keep the Premises free and clear of all mechanics liens and any other liens or encumbrances. All completed work must be approved by LESSOR, in addition to any required City approvals, before LESSEE commences its operations on the Premises.

- B. LESSEE may not make any other alterations to the Premises without the prior written consent of LESSOR.
- C. LESSEE shall ensure that all permanent fixtures, partitions, or other improvements made or installed under the requirements of this Lease, by either party, shall remain the property of LESSOR.
- D. LESSEE shall repair any damage to the leased Premises resulting from the removal of any fixture, partition, or other improvement installed by LESSEE.

10. LESSEE-OWNED ITEMS:

All permanent fixtures, partitions or other improvements made or installed under the requirements of this Lease, by either LESSOR or LESSEE, shall remain the property of the LESSOR. LESSEE shall repair any damage to the leased premises resulting from removal of any fixture, partition, or other improvement installed by LESSEE, including any nail holes in walls or other surfaces of the Premises.

11. INSURANCE:

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

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

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

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

_____ **LESSEE'S Initials**

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

12. RISK OF HAZARDS:

LESSEE shall not do anything on the Premises, nor bring or keep anything thereon which will in any way increase the risk of fire or the rate of insurance, or which shall conflict with the regulations of any fire district having jurisdiction of the area in which the Premises is situated.

13. SCREENING OF EMPLOYEES:

A. LESSEE is required by law to comply with Federal, State, and Local requirements when hiring staff for its after-school programs.

1. Some, but not all, of the requirements that LESSEE'S employees must satisfy are as follows:

a. All employees and volunteers must be fingerprinted before working or being present in any programs with youth. A

fingerprint check is performed by the California Department of Justice, Bureau of Criminal Identification.

- b. A criminal background check must be performed before any employee works or is present in any youth program by the California Department of Social Services' Caregiver Background Check Bureau.

- B. LESSOR will perform reference and criminal background checks on each of its Housing Authority employees prior to their employment.

14. NON-DISCRIMINATION:

LESSEE herein covenants by and for itself, and LESSEE'S heirs, administrators, and assigns, and all person claiming under or through LESSEE that this Lease is made and accepted on the following conditions: that there shall be no discrimination against or desegregation of any person or group of persons, on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity, familial status, language proficiency, age or disability in the leasing, sub-leasing, transferring, use, provision of services, occupancy, tenure, or enjoyment of the premises herein leased nor shall the LESSEE or any person claiming under or through the LESSEE establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, LESSEE, sub- LESSEE, subtenants or vendees in the Premises herein leased.

15. INDEMNIFICATION:

Except to the extent of LESSOR'S negligence or willful misconduct, LESSEE agrees to indemnify, defend and hold LESSOR and LESSOR'S governing boards, employees, agents, and contractors harmless from all liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments arising by reason of any death, bodily injury, personal injury, or property damage resulting from any cause occurring in or about or resulting from an occurrence in, on or about Premises during the Lease term; the negligence or willful misconduct of LESSEE or LESSEE'S agents, employees, and contractors wherever it occurs; or, an Event of LESSEE'S default. The provisions of this paragraph shall survive the expiration or sooner termination of this Lease.

16. SUCCESSORS-IN-INTEREST:

LESSEE may not transfer or assign this Lease. Any purported assignment of this Lease by LESSEE or any interest in this Lease shall be void and shall have no legal effect.

17. NO INTEREST IN REAL PROPERTY AND NO RELOCATION BENEFITS:

LESSEE understands and acknowledges that LESSOR intends to redevelop the space provided for the implementation of this Lease. Although the entire Twin Rivers housing complex is to be redeveloped in the foreseeable future, neither construction nor rehabilitation

are anticipated during the Term of this Lease or the contract required to be in full force and effect concurrently with this Lease. This Lease does not create or provide any interest in real property. This Lease and the use contemplated by this Lease are, therefore, temporary in nature. LESSEE shall not, by this Lease or otherwise, be entitled to relocation benefits or replacement space resulting from the expiration or termination of this Lease.

18. WRITTEN COMMUNICATIONS:

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party pursuant to this Lease shall be in writing and either served personally or sent by prepaid, first class, certified mail. Such matters shall be addressed to the other party at the following address (or such other address as a party may designate to the other by notice):

To LESSOR at:

Housing Authority of the City of
Sacramento
801 12th Street
Sacramento, CA 95814
Attention: _____

Phone No. (916) _____
Fax No. (916) _____

To LESSEE at:

Attention: _____

Phone No.: _____
Fax No.: _____

Any matter mailed pursuant to this paragraph shall be deemed communicated within forty-eight (48) hours from the time of mailing.

19. RIGHT AND REMEDY:

No delay or omission in the exercise of any right or remedy of either party on any default of the other party shall impair such a right or remedy or be construed as a waiver of such default. Any waiver by either party of any default of the other party shall be in writing and shall not be a waiver of any other default concerning the same or any other provisions of the Lease.

20. RULES AND REGULATIONS:

LESSEE'S occupancy and use of the Premises shall at all times be conducted in manner that is in compliance with LESSOR'S Rules and Regulations as promulgated from time to time at the sole discretion of LESSOR. Violation of these Rules and Regulations will be a default by LESSEE, in which case LESSOR may terminate this Lease on 48 hours written notice.

21. GOVERNING LAW:

This Lease shall be governed by and construed in accordance with the laws and regulations of the State of California.

LESSOR:

HOUSING AUTHORITY OF
THE CITY OF SACRAMENTO, a public
body, corporate and politic

By: _____
La Shelle Dozier
Executive Director

DATE: _____

APPROVED AS TO FORM:

AGENCY COUNSEL

LESSEE:

ROBERTS FAMILY DEVELOPMENT SERVICES

By: _____

DATE: _____