NOTICE OF REGULAR MEETING
Sacramento Housing and Redevelopment Commission
Wednesday, March 4, 2020 – 6:00 pm
801 12th Street 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.

APPROVAL OF MINUTES – February 5, 2020

DISCUSSION/BUSINESS

1. Amended 2020 and Subsequent Years Authorization for Solicitation, Award and Approval of Annual Expenditure Caps and Per Contract Caps for Routine Services


PRESENTATIONS

3. Welcome Home Program Update

4. Authorize The Housing Authority Of The County Of Sacramento And The Department Of Child, Family And Adult Services To Enter Into A Zero-Dollar Memorandum Of Understanding To Support The Foster Youth To Independence Initiative And For The Department of Child, Family And Adult Service To Submit The Allocation Acceptance Form to The California Department Of Housing And Community Development To Secure $268,095 Allocation Award Under the Housing Navigation Program Award

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
February 5, 2020
Meeting noticed on January 31, 2020

ROLL CALL
The Sacramento Housing and Redevelopment Commission meeting was called to order at 6:01p.m. by Chair Morgan.

MEMBERS PRESENT: Boyd (arrived at 6:27 pm), Morgan, Nunley, Staajabu, Starks
MEMBERS ABSENT: Alcalay, Griffin, Macedo, Wedding (two vacancies)
STAFF PRESENT: La Shelle Dozier, Brad Nakano, Mark Hamilton, James Shields, Christine Weichert, Susana Jackson, Karen Wallace, LaTanna Jones, Susan Veazey, Victoria Johnson, Lira Goff, Vickie Smith

APPROVAL OF AGENDA

The Agenda was approved without objection, as printed.

CITIZENS COMMENTS

Mark Weise, of Pacific Housing spoke regarding Del Paso Nuevo.

APPROVAL OF MINUTES – The December 4, 2019 minutes were approved without objection, as printed.

CONSENT

1. Mirasol Village Transit Oriented Development And Light Rail Station Project: Choice Neighborhoods Implementation Grant Funds For Phase 3 Housing In Support Of An Affordable Housing And Sustainable Communities Grant Application – City Report

2. Mirasol Village Transit Oriented Development and Light Rail Station – Application for Affordable Housing and Sustainable Communities Grant and Loan Commitment of Choice Neighborhoods Funds to Twin Rivers Block C - County Report
3. Rental Assistance Demonstration (RAD) Project Phase 1 Re-Tax Equity And Fiscal Responsibility Act Hearing, Approval Of Final Tax Exempt Bonds, RAD and Loan Documents, And Ground Lease – County Report

4. Approval of Final Rental Assistance Demonstration (RAD) and Loan Documents, and Ground Lease for the RAD Phase 1 Project – City Report

The votes were as follows:

AYES: Boyd, Morgan, Nunley, Staajabu, Starks

NOES: None

ABSENT: Alcalay, Griffin, Macedo, Wedding

ABSTAIN: None

DISCUSSION/BUSINESS

5. Approval of the Withdrawal, Conversion Certificate and Replacement Housing Plan, Predevelopment and Permanent Loan Documents, and Loan Commitment for the Capitol Park Hotel Project

Christine Weichert presented the item.

Commissioner Nunley motioned to accept the staff recommendation for the item listed above. Commissioner Staajabu seconded the motion. The votes were as follows:

AYES: Boyd, Morgan, Nunley, Staajabu, Starks

NOES: None

ABSENT: Alcalay, Griffin, Macedo, Wedding

ABSTAIN: None

6. Approval Of Loan Commitment For Saybrook Apartments

Susan Veazey presented the item.

Commissioner Staajabu motioned to accept the staff recommendation for the item listed above. Commissioner Nunley seconded the motion. The votes were as follows:
AYES: Boyd, Morgan, Nunley, Staajabu, Starks
NOES: None
ABSENT: Alcalay, Griffin, Macedo, Wedding
ABSTAIN: None

7. Approval Of Loan Commitment For Sunrise Pointe Apartments

Christine Weichert presented the item.

Commissioner Staajabu motioned to approve the staff recommendation. Commissioner Nunley seconded the motion. The votes were as follows:

AYES: Boyd, Morgan, Nunley, Staajabu, Starks
NOES: None
ABSENT: Alcalay, Griffin, Macedo, Wedding
ABSTAIN: None

8. Election of SHRA Commission Chair for 2020

Commissioner Nunley nominated Chair Morgan to serve as Chair for the year 2020. Commissioner Staajabu seconded the motion.

Chair Morgan moved to close nominations. Commissioner Staajabu seconded the motion. The votes were as follows:

AYES: Boyd, Morgan, Nunley, Staajabu, Starks
NOES: None
ABSENT: Alcalay, Griffin, Macedo, Wedding
ABSTAIN: None

Nominations we closed. The Commission voted for the 2020 Chair seat, the votes were as follows:

Chair Morgan: Boyd, Morgan, Nunley, Staajabu, Starks
Chair Morgan was declared to be the Chair for 2020.

9. **Election of SHRA Commission Vice-Chair for 2020**

Chair Morgan nominated Commissioner Boyd to serve as Chair for the year 2020. Commissioner Staajabu seconded the motion.

Chair Morgan moved to close nominations. Commissioner Nunley seconded the motion. The votes were as follows:

**AYES:**  Boyd, Morgan, Nunley, Staajabu, Starks

**NOES:**  None

**ABSENT:**  Alcalay, Griffin, Macedo, Wedding

**ABSTAIN:**  None

Nominations we closed. The Commission voted for the 2020 Vice Chair seat, the votes were as follows:

Commissioner Boyd:  Boyd, Morgan, Nunley, Staajabu, Starks

Commissioner Boyd was declared to be the Vice Chair for 2020.

**EXECUTIVE DIRECTOR’S REPORT**

Executive Director La Shelle Dozier reviewed the following:
- Next meeting will be March 4, 2020.
- Invited Commissioners to attend the City of Sacramento/SHRA housing focused meeting to be held on February 11, 2020 at 2pm.

**COMMISSION CHAIR REPORT**

None.

**ITEMS AND QUESTIONS OF COMMISSION MEMBERS**

Commissioner Staajabu mentioned that Black History Month celebration at the Crocker Art Museum. Commissioner Starks spoke about the Martin Luther King – One Positive
Project Program. Chair Morgan spoke about a financial literacy course to be held at Rio Garden. Commissioner Starks asked for an update on SMUD use in remodels.

ADJOURNMENT

As there was no further business to be conducted, Chair Morgan adjourned the meeting at 6:50 pm.

__________________________
Clerk
Sacramento Housing and Redevelopment Commission
Sacramento, California

Honorable Members in Session:

SUBJECT  Amended 2020 and Subsequent Years Authorization for Solicitation, Award and Approval of Annual Expenditure Caps and Per Contract Caps for Routine Services

RECOMMENDATION

Staff recommends adoption of the attached resolution which authorizes the Executive Director or her designee to: 1) solicit competitive bids and proposals, and award contracts according to adopted Sacramento Housing and Redevelopment Agency (Agency) Procurement Policy and Procedures for routine and recurring services and, 2) authorizes the Executive Director or her designee to execute contracts in amounts not to exceed annual expenditure or per contract amounts set forth for routine and recurring services.

CONTACT PERSONS

Frederick Parrish, Procurement and Contracts Manager, 916-440-1327
James Shields, Director of Administration, 916-440-1308

SUMMARY

The attached resolution authorizes the Executive Director to solicit competitive bids and/or proposals, make awards, and enter into agreements with the responsive and responsible bidders and/or offerors for the services required in 2020 and the subsequent years as set out in Attachment 1.

The following services have been added to Attachment 1 since approval of the document in 2019: 1) Agency Branding and Videography; 2) Hazardous Materials Abatement Services; 3) Housing Annual Recertifications, Interim Certifications, Mover Qualifications, HAP Contract Negotiations, and Applicant Qualifications Services; 4) Job Order Contracting Consulting and System Administrator Services; 5) RAD Financial/Asset Repositioning Consultant Services; and 6) Relocation Services. Additionally, the following annual services expenditure caps were increased: 1) Energy Analyst Consulting Services, $100K; 2) Fire Protection Services, $100K; 3) Fire, Water, and Bio-hazard Remediation Services, $150K; 4) Hazardous Materials Assessment Inspection and Testing Services, $100K; 5) Market Study Services, $50K; 6) Physical Needs Assessment Services, $150K; 7) Real Estate Appraisal Services, $50K; and 8) Wood Destroying Pests and Organisms – Inspections and Treatment Services, $100K.
BACKGROUND

As in previous years, the Agency will procure routine services for various activities such as general administration and operations. This report covers anticipated services needed during 2020 and subsequent years. If the length of the contract is greater than one year, the resolution authorizes the Executive Director to amend the contract each subsequent year for the dollar amounts listed up to the total number of years listed. Any procurement that exceeds $100,000 that is not included in this report or in the adopted budget resolution will be presented individually for approval at a future Commission meeting.

FINANCIAL CONSIDERATIONS

Attachment 1 is an update to the document adopted in 2019 and outlines the anticipated procurements for 2020 and subsequent years. This list is similar to the types of routine services that have been previously approved by the Commission and staff does not anticipate any substantial changes to the specifications.

As always, services will be procured by competitive bids and proposals in accordance with the Agency Procurement Policy and Procedures. Funds for the above services will be budgeted in the requesting departments' 2020 and subsequent years operating or project budgets.

POLICY CONSIDERATIONS

Agency procurement policy requires that all purchase orders and agreements for routine services, supplies and maintenance exceeding $100,000 be approved by the Sacramento Housing and Redevelopment Commission. Any activities exceeding that amount that are not listed in Attachment 1 will be brought back to the Commission for review and approval. Actions proposed in this report are consistent with adopted Agency Procurement Policy and no changes to that policy are currently recommended.

ENVIRONMENTAL REVIEW

California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA): Authorization for Solicitation, Award and Approval of Annual Expenditure Caps and per Contract Caps is an administrative and fiscal activity and is therefore not considered a project under CEQA, pursuant to CEQA Guidelines 15378(b), and exempt under NEPA pursuant to 24 CFR 58.34(a)(2) and (3). This is not considered a choice limiting action and does not constitute a commitment of funding. Environmental reviews for individual activities undertaken by these procurements will be completed prior to project commitment or choice limiting actions.
M/WBE AND SECTION 3 CONSIDERATIONS

Minority and Women’s Business Enterprise requirements and Section 3 will be applied to all activities to the greatest extent possible and as required by federal funding and in accordance with the Agency’s Section 3 Economic Opportunity Plan. All vendors, contractors and professional services will work with the Agency’s Section 3 Coordinator, Sacramento Employment and Training Agency, the Greater Sacramento Urban League or similar programs, to promote employment opportunities.

Respectfully submitted,

[Signature]
LA SHELLE DOZIER
Executive Director

Attachments

Attachment 1: Amended Anticipated Procurements for 2020 and Subsequent Years
Attachment 2: Amended Resolution – 2020 and Subsequent Years Solicitation
RESOLUTION NO. SHRC-______


ON DATE OF
March 4, 2020

AMENDED 2020 AND SUBSEQUENT YEARS SOLICITATION AWARD AND APPROVAL OF ANNUAL EXPENDITURE CAPS AND PER CONTRACT CAPS OF ROUTINE SERVICES, SUPPLIES, MAINTENANCE AND PUBLIC WORKS MAINTENANCE PROJECTS

WHEREAS, Authorization for Solicitation, Award and Approval of Annual Expenditure Caps and per Contract Caps is an administrative and fiscal activity and is therefore not considered a project under CEQA, per CEQA Guidelines 15378(b), and is exempt under NEPA pursuant to 24 CFR 58.34(a)(2) and (3). This is not considered a choice limiting action and does not constitute a commitment of funding. Environmental reviews for individual activities undertaken by these procurements will be completed prior to project commitment or choice limiting actions.

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

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

Section 2. The Executive Director or her designee is authorized to solicit competitive bids and proposals, and award contracts according to adopted Agency Procurement Policy and Procedures for routine and recurring services, supplies, maintenance and public works maintenance projects set forth in Attachment 1.

Section 3. The Executive Director or her designee is authorized to execute contracts for routine and recurring services, supplies, maintenance and public works maintenance projects, in amounts not to exceed the annual expenditure cap or per contract cap set forth in Attachment 1.

ATTEST: ____________________________ CHAIR

______________________________ CLERK
<table>
<thead>
<tr>
<th>Description</th>
<th>Annual Services Expenditure Caps</th>
<th>Maximum Length of Contract</th>
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</thead>
<tbody>
<tr>
<td>Agency Branding and Videography</td>
<td>$150,000 per contract</td>
<td>5 Years</td>
</tr>
<tr>
<td>Architectural Services</td>
<td>$300,000 per contract</td>
<td>5 Years</td>
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<tr>
<td>Banking</td>
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<td>Countertop and Cabinet Repairs and Replacement</td>
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<td>5 Years</td>
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<td>Energy Analyst Consulting</td>
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<td>5 Years</td>
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<td>Fire Protection Services</td>
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<td>5 Years</td>
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<tr>
<td>Fire, Water, and Bio-hazard Remediation</td>
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<tr>
<td>Furniture Rental for RAD Relocation</td>
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<tr>
<td>General Construction Services</td>
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<tr>
<td>Green Energy Analyst Consulting</td>
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<td>5 Years</td>
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<tr>
<td>Hazardous Materials Abatement Services</td>
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<td>5 Years</td>
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<tr>
<td>Hazardous Materials Assessment Inspection and Testing</td>
<td>$400,000 per contract</td>
<td>5 Years</td>
</tr>
<tr>
<td>Housing Annual Recertifications, Interim Certifications, Mover Qualifications, HAP Contract Negotiations, and Applicant Qualifications - HCV</td>
<td>$500,000 per contract</td>
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<tr>
<td>Job Order Contracting Consulting and System Administrator Services</td>
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<tr>
<td>Market Study</td>
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<td>Physical Needs Assessment</td>
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<td>RAD Construction Management Software Maintenance</td>
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<td>Real Estate Appraisal</td>
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<td>Relocation Services</td>
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<td>Pest Control Services</td>
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<td>Training Services</td>
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<td>5 Years</td>
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<tr>
<td>Wood Destroying Pests and Organisms – Inspections and Treatment</td>
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<td>5 Years</td>
</tr>
<tr>
<td>Workplace Violence Prevention Services</td>
<td>$100,000 per contract</td>
<td>5 Years</td>
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February 28, 2020

Sacramento Housing and Redevelopment Commission
Sacramento, CA

Honorable Members in Session:

SUBJECT:

Mirasol Village Project: Approval Of Mirasol Village Stormwater Treatment Device Access And Maintenance Agreements And Sewer Easement

RECOMMENDATION

Staff is presenting this information to the Commission for review prior to final review by the County of Sacramento.

Respectfully submitted,

by: LaShell Dozier
Executive Director

Attachment

801 12th Street, Sacramento, CA 95814
COUNTY OF SACRAMENTO
CALIFORNIA

For the Agenda of:
March 10, 2020

To: Housing Authority of the County of Sacramento

Through: Navdeep S. Gill, County Executive

From: La Shelle Dozier, Executive Director, Sacramento Housing and Redevelopment Agency

Subject: Mirasol Village Project: Approval Of Mirasol Village Stormwater Treatment Device Access And Maintenance Agreements And Sewer Easement

District(s): Serna

RECOMMENDED ACTION
Approve the Housing Authority Resolution approving the Stormwater Treatment Device Access and Maintenance Agreements (Agreement) with the City of Sacramento for Mirasol Village and authorizing the Executive Director to execute the agreement and perform other actions necessary to fulfill the intent of the agreements; approve the granting of a Private Sewer Easement.

BACKGROUND
In 2015, the Housing Authority of the County of Sacramento (HACOS) and the City of Sacramento were, as co-grantees, awarded a $30 million Choice Neighborhoods Initiative (CNI) Grant from the United States Department of Housing and Urban Development (HUD) for the Twin Rivers Transit Oriented Development and Light Rail Station Project (Project). The project is now known as Mirasol Village. The total project area includes six residential blocks and encompasses approximately 26 acres. A conceptual site plan is attached (Attachment 1).

In December 2017, a Master Development Agreement (MDA) was executed with McCormack Baron Salazar (MBS) to serve as both the developer and housing lead for the Project. The Board of Supervisors has previously approved Sacramento Housing and Redevelopment Agency (SHRA) to serve

Updated 10-15-19
as the project manager for the Project. MBS and SHRA have agreed that SHRA staff will be responsible for Project related infrastructure, including utilities, public right-of-way and the Mirasol Village park and garden. The right-of-way, park, and garden improvements will be dedicated to the City of Sacramento when construction is completed.

On December 10, 2019, the HACOS approved execution of two separate Agreements for the construction and maintenance of the park and garden. SHRA will be responsible for the design, permitting, bidding, and construction of the park. The park will be maintained by the City of Sacramento.

In January 2020, SHRA executed a contract for the construction of the infrastructure systems, and this work has commenced. The infrastructure project will be fully completed in Fall 2020. Once completed, HACOS, as the land owner, will be responsible for ongoing maintenance of the stormwater system.

The City has provided two forms of Stormwater Agreement that correspond to the locations of the components of the stormwater management system. The first Agreement (Attachment 2) relates to the system that serves the Mirasol Village Park. The second Agreement (Attachment 3) relates to the system that serves the residential parcels and adjacent right-of-way. There are four phases of housing development, and each phase will have a separate legal owner. Therefore, as each phase is developed, a separate Agreement will be required.

A related requirement is for HACOS to grant a sewer easement to the adjacent property owner for a sewer line that lies partially within the Project. The adjacent parcel is owned by the Sacramento Housing Authority Repositioning Program (SHARP) that is a non-profit entity affiliated with SHRA.

Staff is requesting Board approval for HACOS to enter into the Stormwater Treatment Device Access and Maintenance Agreements for Mirasol Village and to amend, execute and submit any related documents including, but not limited to, contract agreements and payment requests which may be necessary for the maintenance of the system. Staff is further requesting Board approval for HACOS to execute a Sewer Easement with SHARP.
COMMISSION ACTION

On March 4, 2020, the Sacramento Housing and Redevelopment Commission will consider the staff recommendation for this item. Staff will notify the Board in the event the item is not approved.

POLICY CONSIDERATIONS
The recommended actions in this report are consistent with the County’s commitment to the Housing Authority Asset Repositioning Guidelines and the County’s executed CNI Grant Agreement for the Twin Rivers/River District-Railyards Initiative. The completed Project will create a minimum of 487 affordable, workforce and market rate housing units, recreational and cultural amenities, improved access to the urban core, and a range of new mobility options.

ENVIRONMENTAL REVIEW
California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA): A combined Initial Study/Environmental Assessment (IS/EA) was prepared for the Twin Rivers Transit Oriented Development and Light Rail Station Project pursuant to CEQA requirements under 14 California Code of Regulations (CCR) §15070, and NEPA requirements under 24 Code of Federal Regulations (CFR) §58.36. The Mitigated Negative Declaration (MND) and associated Mitigation Monitoring and Reporting Program (MMRP) were adopted and a Notice of Determination (NOD) was issued pursuant to CEQA and a Finding of No Significant Impact (FONSI) pursuant to NEPA. The requested administrative action requires no further environmental review.

M/WBE/SECTION 3 CONSIDERATIONS
Minority and Women’s Business Enterprise requirements and Section 3 will be applied to all activities to the greatest extent possible and as required by federal funding and in accordance with the Agency’s Section 3 Economic Opportunity Plan. The Developer and General Contractor will work with the Agency’s Section 3 Coordinator, Sacramento Employment and Training Agency, the Greater Sacramento Urban League or similar programs, to promote employment opportunities.

FINANCIAL ANALYSIS
The funds required to design and construct the infrastructure improvements at the Project site including the stormwater systems, include up to $16,490,000 in Section 108 Loan proceeds and $2,340,000 in 2002 Tax Exempt Low and Moderate Income Housing Bond funds through the City of Sacramento, $807,000 from the Affordable Housing and Sustainable Communities program and $111,574 through the Strategic Growth Council
Transformative Climate Communities grant program. Together, these sources will meet all costs of construction. The ongoing stormwater maintenance costs are estimated to be $10,000 per year and will be paid through an annual assessment billed to the adjacent residential properties, proportional to the number of units in each phase. There is no cost associated with the Sewer Easement other than the administrative cost to prepare documents.
Respectfully Submitted,

LA SHELLE DOZIER, Executive Director
Sacramento Housing and Redevelopment Agency

APPROVED
NAVDEEP S. GILL,
County Executive

By: ______________
BRUCE WAGSTAFF
Deputy County Executive

Attachments:
RES – HACOS Resolution – Stormwater Treatment Device Access and Maintenance Agreement
ATT 1 – Mirasol Village Site Plan
ATT 2 – Stormwater Treatment Maintenance Agreement - Park
ATT 3 – Stormwater Treatment Maintenance Agreement - Residential
ATT 4 – Sewer Easement
RESOLUTION NO.

ADOPTED BY THE HOUSING AUTHORITY OF THE
COUNTY OF SACRAMENTO

MIRASOL VILLAGE PROJECT (PROJECT): AUTHORIZING SHRA TO
ENTER INTO STORMWATER TREATMENT DEVICE ACCESS AND
MAINTENANCE AGREEMENTS WITH THE CITY OF SACRAMENTO

WHEREAS, on May 29, 2018 the City of Sacramento and the Housing
Authority of the City of Sacramento authorized all actions necessary to use
up to $16,490,000 in Section 108 Loan proceeds and $2,340,000 in 2002
Tax Exempt Low and Moderate Income Housing Bond Funds to design and
construct infrastructure improvements at the Twin Rivers Transit Oriented
Development and Light Rail Station Project site, now known as the Mirasol
Village Project, including the neighborhood park and community garden; and

WHEREAS, the Housing Authority of the County of Sacramento
(HACOS) is the owner of the Project site which is located in the City of
Sacramento and the Sacramento Housing and Redevelopment Agency
(Agency) is the designated Project Manager for HACOS; and

WHEREAS, the City of Sacramento requires HACOS as land owner to
enter into Stormwater Treatment Device Access and Maintenance
Agreements for ongoing stormwater maintenance at Mirasol Village Park and
the residential parcels; and

WHEREAS, on or before Project completion, and continuing through
the tax-credit period, the financial responsibility for stormwater maintenance
will be assigned to McCormack Baron Salazar (or an affiliate), who is the
master developer for the residential portion of Project; and

WHEREAS, The Project was reviewed pursuant to California
Environmental Quality Act (CEQA) requirements under 14 California Code of
Regulations §15070, and National Environmental Policy Act (NEPA)
requirements under 24 Code of Federal Regulations (CFR) §58.36. A Finding
of No Significant Impact (FONSI) pursuant to NEPA and a Notice of
Determination (NOD) pursuant to CEQA have been filed for the project; no
further environmental review is required for the proposed actions.
NOW, THEREFORE, BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO:

Section 1. The Executive Director, or designee, is authorized to execute the Stormwater Treatment Device Access and Maintenance Agreement in a form similar to that attached to this resolution and to perform other actions necessary to fulfill the intent of the Agreements, all as approved by Agency.

Section 2. The Executive Director, or designee, is authorized to conduct all negotiations, execute and submit all documents including, but not limited to, contract agreements and payment requests which may be necessary for the completion of the aforementioned project(s).

Section 3. The Executive Director, or designee, is authorized to amend the Agency budget as necessary to carry out the activities authorized in this resolution.
On a motion by Member ____________, seconded by Member ____________, the foregoing Resolution was passed and adopted by the Board of the Housing Authority of the County of Sacramento this 10th day of March, 2020, by the following vote, to wit:

AYES: Members,
NOES: Members,
ABSENT: Members,
ABSTAIN: Members,
RECUSAL: Members,

(PER POLITICAL REFORM ACT (§ 18702.5.))

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

(SEAL)

ATTEST: _______________
          Clerk
STORMWATER TREATMENT DEVICE
ACCESS AND MAINTENANCE AGREEMENT

OWNER: Housing Authority of the County of Sacramento

PROPERTY ADDRESS: ______________________________________________________

APN: __________________

THIS AGREEMENT is made and entered into in Sacramento, California, this ______ day of
__________ 2020, by and between ________________________________ ("Owner"), and the
CITY OF SACRAMENTO, a municipal corporation ("City").

WHEREAS, the Owner owns real property (the "Property") in the City of Sacramento, County of
Sacramento, State of California, more specifically described in Exhibit "A" and depicted in Exhibit "B",
each of which exhibits is attached hereto and incorporated herein by this reference; and

WHEREAS, at the time of initial approval of the development project on the Property known as
____________________________________, the City's conditions of approval included a requirement for the
Project to employ on-site control measures to minimize pollutants in urban runoff; and

WHEREAS, the Owner has chosen to install ____________________________
(collectively referred to herein as the "Device"), as the on-site control measure to minimize pollutants in
urban runoff; and

WHEREAS, the Device will be installed in accordance with plans and specifications accepted by the
City; and

WHEREAS, the Owner dedicated to the City in fee title a park site on the Property and the Device will
be located on the park site which is more specifically described in Exhibit "C", attached hereto and
incorporated herein by this reference; and

WHEREAS, the Device, with installation on the future park site on the Property, will be a public facility,
but Owner agrees that all maintenance or replacement of the Device is the sole responsibility of the
Owner in accordance with the terms of this Agreement; and

Form Approved by City Attorney 11-20-15
WHEREAS, the Owner is aware and agrees that periodic and continuous maintenance, including, but not necessarily limited to, filter material replacement and sediment removal, is required to assure peak performance of the Device and that, furthermore, such maintenance activity will require compliance with all local, State, or Federal laws and regulations, including those pertaining to confined space and waste disposal methods, in effect at the time such maintenance occurs.

NOW THEREFORE, it is mutually stipulated and agreed as follows:

1. The foregoing recitals are incorporated herein by this reference.

2. Owner hereby provides the City or City's designee complete access to the Device and its immediate vicinity at any time and for any duration, upon twenty-four (24) hour advance notice in writing, for the purpose of inspection, sampling and testing of the Device. City shall make every effort at all times to minimize or avoid interference with Owner's use of the Property.

3. Owner shall use its best efforts diligently to maintain the Device in a manner assuring peak performance at all times, including but not necessarily limited to performance of the maintenance and repair measures specified on Exhibit "D", attached hereto and incorporated herein by this reference. All reasonable precautions shall be exercised by Owner and Owner's representative or contractor in the removal and extraction of material(s) from the Device and the ultimate disposal of the material(s) in a manner consistent with all relevant laws and regulations in effect at the time. As may be requested in writing from time to time by the City, the Owner shall provide the City with documentation identifying the material(s) removed, the quantity, and disposal destination no later than fifteen (15) days after Owner receives such written request from the City. In addition, Owner shall provide maintenance reports to the City on an annual basis, not later than 60 days after receiving City's maintenance report request.

4. If Owner, or its successors or assigns, fails to accomplish the necessary maintenance contemplated by this Agreement, within five (5) days of being given written notice by the City, the City is hereby authorized (but shall not have any obligation) to cause any maintenance necessary to be done and charge the entire cost to the Owner or Owner's successors or assigns, including administrative costs and interest thereon at the maximum rate authorized by the Civil Code from the date of notice of the cost until paid in full.

5. This Agreement shall be recorded in the Office of the Recorder of Sacramento County, California, at the expense of the Owner and shall constitute notice to all successors and assigns of the title to the Property of the obligations herein set forth, and also a lien in such amount as will fully reimburse the City for costs incurred pursuant to Section 4, above, including interest as hereinabove set forth, subject to foreclosure in event of default in payment.

6. In the event of legal action occasioned by any uncured default of the Owner, or its successors or assigns, then the prevailing party shall recover all costs incurred, including reasonable attorney's fees and costs.
7. It is the intent of the parties hereto that burdens and benefits herein undertaken shall constitute covenants that run with the Property and constitute a lien against the Property.

8. The obligations herein undertaken shall be binding upon the heirs, successors, executors, administrators and assigns of the parties hereto. The term "Owner" shall include not only the present Owner, but also its heirs, successors, executors, administrators, and assigns. Owner shall notify any successor to title of all or any part of the Property of the existence of this Agreement. Owner shall provide such notice prior to such successor obtaining an interest in all or part of the Property, which shall be deemed given by the issuance of a preliminary title report for the Property. If an Owner shall convey all of its interest in the Property, the Owner shall be released from any obligations arising under this Agreement in connection with the maintenance of or failure to maintain the Device occurring after the date of such conveyance.

9. Time is of the essence in the performance of this Agreement.

10. Any notice to a party required or called for in this Agreement shall be served in person, or by deposit in the U.S. Mail, first class postage prepaid, to the address set forth below. Notice(s) shall be deemed effective upon receipt, or seventy-two (72) hours after deposit in the U.S. Mail, whichever is earlier. A party may change a notice address only by providing written notice thereof to the other party.

IF TO CITY:

Director of Utilities – Stormwater Program
City of Sacramento, Department of Utilities
1395 35th Avenue
Sacramento, CA 95822

IF TO OWNER:

La Tanna Jones
Assistant Director of Public Housing
Sacramento Housing and Redevelopment Agency
801 12th Street
Sacramento, CA 95814
916-440-1344

Greg Potts
Housing Authority Regional Manager
Sacramento Housing and Redevelopment Agency
801 12th Street
Sacramento, CA 95814
916-440-1344

Diana Pop
Housing Authority Regional Manager
Sacramento Housing and Redevelopment Agency
801 12th Street
Sacramento, CA 95814
AND

TWIN RIVERS PHASE 2, L.P.
801 S. Grand Ave, Suite 780
Los Angeles, CA 90017

11. If Owner consists of more than one party, each person, entity or other party described as the "Owner" in the first paragraph of this Agreement and/or executing this Agreement for Owner shall be jointly and severally liable for each and every obligation and requirement imposed on Owner herein.

12. The Owner acknowledges and agrees that nothing contained in this Agreement reduces or otherwise affects Owner’s responsibility to comply with all applicable provisions of the City of Sacramento’s Stormwater Management and Discharge Control Code, set forth in Chapter 13.16 of the Sacramento City Code, and nothing contained in this Agreement shall in any way limit the City’s right to enforce any provisions of the Stormwater Management and Discharge Control Code in accordance with the provisions of that Code.

IN WITNESS THEREOF, the parties hereto have affixed their signatures as of the date first written above.

APPROVED AS TO FORM:

____________________________________
City Attorney

CITY OF SACRAMENTO:

____________________________________
William O. Busath
Director, Department of Utilities

ATTEST:

____________________________________
City Clerk Date

OWNER:

HOUSING AUTHORITY OF THE COUNTY
OF SACRAMENTO

By: ________________________________
La Shelle Dozier
Executive Director

APPROVED AS TO FORM:

____________________________________
Agency Counsel
NOTARIES ON FOLLOWING PAGE
EXHIBIT A
[Legal Description of Parcel]
EXHIBIT C

[Legal Description of Park Site and description of Device Location]
STORMWATER TREATMENT DEVICE
ACCESS AND MAINTENANCE AGREEMENT

OWNER: Housing Authority of the County of Sacramento

PROPERTY ADDRESS: Various

LEGAL DESCRIPTION/APN: Lot 2 of Final Map of “Twin Rivers Redevelopment – Unit 1” / Portion of APN 001-0090-003-0000.

THIS AGREEMENT is made and entered into in Sacramento, California, this _______ day of _________ 2020, by and between the HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO ("Owner") and the CITY OF SACRAMENTO, a municipal corporation ("City").

WHEREAS, the Owner owns real property (the "Property") in the City of Sacramento, County of Sacramento, State of California, more specifically described in Exhibit “A” and depicted in Exhibit “B”, each of which exhibits is attached hereto and incorporated herein by this reference; and

WHEREAS, at the time of initial approval of the development project on the Property known as Twin Rivers Block B, the City’s conditions of approval included a requirement for the Project to employ on-site control measures to minimize pollutants in urban runoff; and

WHEREAS, the Owner has chosen to install a Contech Chambermaxx System and appurtenant components (collectively referred to herein as the “On-site Device”) as generally depicted in Exhibit “B”, as the on-site control measure to minimize pollutants in urban runoff; and

WHEREAS, the Owner has chosen to install a Stormwater Planter (referred to herein as the “Off-site Device”) within the parkways adjacent to the Property as generally depicted in Exhibit “B” as the off-site control measure to minimize pollutants in urban runoff; and

WHEREAS, the On-site Device and the Off-site Device shall collectively be referred to as the “Stormwater Treatment Devices”, and

WHEREAS, the Stormwater Treatment Devices have been installed in accordance with plans and specifications accepted by the City; and
WHEREAS, the Owner is aware and agrees that periodic and continuous maintenance, including, but not necessarily limited to, filter material replacement and sediment removal, is required to assure peak performance of the Stormwater Treatment Devices and that, furthermore, such maintenance activity will require compliance with all local, State, or Federal laws and regulations, including those pertaining to confined space and waste disposal methods, in effect at the time such maintenance occurs.

NOW THEREFORE, it is mutually stipulated and agreed as follows:

1. The foregoing recitals are incorporated herein by this reference.

2. Owner hereby provides the City or City's designee complete access to the Stormwater Treatment Devices and its immediate vicinity at any time and for any duration, upon twenty-four (24) hour advance notice in writing, for the purpose of inspection, sampling and testing of the Stormwater Treatment Devices. City shall make every effort at all times to minimize or avoid interference with Owner's use of the Property.

3. Owner shall use its best efforts diligently to maintain the Stormwater Treatment Devices in a manner assuring peak performance at all times, including but not necessarily limited to performance of the maintenance and repair measures specified on Exhibit "C", attached hereto and incorporated herein by this reference. All reasonable precautions shall be exercised by Owner and Owner's representative or contractor in the removal and extraction of material(s) from the Stormwater Treatment Devices and the ultimate disposal of the material(s) in a manner consistent with all relevant laws and regulations in effect at the time. As may be requested in writing from time to time by the City, the Owner shall provide the City with documentation identifying the material(s) removed, the quantity, and disposal destination no later than fifteen (15) days after Owner receives such written request from the City. In addition, Owner shall provide maintenance reports to the City on an annual basis, not later than 60 days after receiving City's maintenance report request.

4. If Owner, or its successors or assigns, fails to accomplish the necessary maintenance contemplated by this Agreement, within five (5) days of being given written notice by the City, the City is hereby authorized (but shall not have any obligation) to cause any maintenance necessary to be done and charge the entire cost to the Owner or Owner's successors or assigns, including administrative costs and interest thereon at the maximum rate authorized by the Civil Code from the date of notice of the cost until paid in full.

5. This Agreement shall be recorded in the Office of the Recorder of Sacramento County, California, at the expense of the Owner and shall constitute notice to all successors and assigns of the title to the Property of the obligations herein set forth, and also a lien in such amount as will fully reimburse the City for costs incurred pursuant to Section 4, above, including interest as hereinabove set forth, subject to foreclosure in event of default in payment.
6. In the event of legal action occasioned by any uncured default of the Owner, or its successors or assigns, then the prevailing party shall recover all costs incurred, including reasonable attorney’s fees and costs.

7. It is the intent of the parties hereto that burdens and benefits herein undertaken shall constitute covenants that run with the Property and constitute a lien against the Property.

8. The obligations herein undertaken shall be binding upon the heirs, successors, executors, administrators and assigns of the parties hereto. The term “Owner” shall include not only the present Owner, but also its heirs, successors, executors, administrators, and assigns. Owner shall notify any successor to title of all or any part of the Property of the existence of this Agreement. Owner shall provide such notice prior to such successor obtaining an interest in all or part of the Property, which shall be deemed given by the issuance of a preliminary title report for the Property. If an Owner shall convey all of its interest in the Property, the Owner shall be released from any obligations arising under this Agreement in connection with the maintenance of or failure to maintain the Device occurring after the date of such conveyance.

9. Time is of the essence in the performance of this Agreement.

10. Any notice to a party required or called for in this Agreement shall be served in person, or by deposit in the U.S. Mail, first class postage prepaid, to the address set forth below. Notice(s) shall be deemed effective upon receipt, or seventy-two (72) hours after deposit in the U.S. Mail, whichever is earlier. A party may change a notice address only by providing written notice thereof to the other party.

IF TO CITY:

Director of Utilities – Stormwater Program
City of Sacramento, Department of Utilities
1395 35th Avenue
Sacramento, CA 95822

IF TO OWNER:

Housing Authority

La Tanna Jones
Assistant Director of Public Housing
Sacramento Housing and Redevelopment Agency
801 12th Street
Sacramento, CA 95814
916-440-1344

Greg Potts
Housing Authority Regional Manager
Sacramento Housing and Redevelopment Agency
801 12th Street
Sacramento, CA 95814
916-440-1344
Diana Pop  
Housing Authority Regional Manager  
Sacramento Housing and Redevelopment Agency  
801 12th Street  
Sacramento, CA 95814  
916-449-6223

AND

TWIN RIVERS PHASE 2, L.P.  
801 S. Grand Ave, Suite 780  
Los Angeles, CA 90017

11. If Owner consists of more than one party, each person, entity or other party described as  
the "Owner" in the first paragraph of this Agreement and/or executing this Agreement for  
Owner shall be jointly and severally liable for each and every obligation and requirement  
imposed on Owner herein.

12. The Owner acknowledges and agrees that nothing contained in this Agreement reduces  
or otherwise affects Owner's responsibility to comply with all applicable provisions of the  
City of Sacramento's Stormwater Management and Discharge Control Code, set forth in  
Chapter 13.16 of the Sacramento City Code, and nothing contained in this Agreement  
shall in any way limit the City's right to enforce any provisions of the Stormwater  
Management and Discharge Control Code in accordance with the provisions of that  
Code.

IN WITNESS THEREOF, the parties hereto have affixed their signatures as of the date first written  
above.

CITY OF SACRAMENTO:

William O. Busath  
Director, Department of Utilities

ATTEST:

City Clerk Date

APPROVED AS TO FORM:

City Attorney

OWNER:

La Shelle Dozier  
Executive Director

APPROVED AS TO FORM:
Agency Counsel

NOTARIES ON FOLLOWING PAGE
EXHIBIT A
[Legal Description of Parcel]
EXHIBIT B
[Illustration of Parcel and Depiction of Stormwater Treatment Devices]
EXHIBIT C
[Inspection and Maintenance Guidelines]
SEWER EASEMENT, MAINTENANCE AND USE AGREEMENT
(SHARP/HACOS)

This Easement, Maintenance and Use Agreement (this "Agreement") is made as of _____, 2020, by and between the HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO, a public body corporate and politic ("HACOS"), as owner of the real property described in Recital A, and the SACRAMENTO HOUSING AUTHORITY REPOSITIONING PROGRAM, a California nonprofit public benefit corporation ("SHARP"), as the owner of the real property described in Recital B (individually a "Party" and collectively referred to herein as the "Parties"), with reference to the following facts:

RECITALS

A. HACOS owns the real property located in the City of Sacramento, California, as more particularly described in the attached Exhibit A (the "HACOS Property"), which is intended to be developed as part of the Twin Rivers/Mirasol Village Choice Neighborhoods Initiative public housing revitalization project.

B. SHARP owns the real property located in the City of Sacramento, California, more particularly described in Exhibit B, adjacent to the HACOS Property.

C. Through this Agreement, HACOS will grant a sewer easement for the benefit of the SHARP Property and the Parties will provide for certain rights and responsibilities in connection with the operation, maintenance and repair of the sewer line within the sewer easement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

Section 1. Grant of Sewer Easement. HACOS, for itself and its successors and assigns, hereby grants to SHARP and its successors and assigns, appurtenant to and for the benefit of the SHARP Property, an easement for the following purposes: (a) to operate a line of pipe, or lines of pipes, together with any or all fittings appurtenant thereto (the “Sewer Line”),
for the conveyance of sewage in, over and across that certain portion of the HACOS Property described on the attached Exhibit C and depicted on the attached Exhibit D (the "HACOS Property Easement Area"); and (b) temporary access onto the HACOS Property to the extent necessary to maintain, repair, alter or replace the Sewer Line within the HACOS Property Easement Area. All further references to SHARP or HACOS in this Agreement shall be deemed to include the successors and assigns of SHARP and HACOS, respectively, pursuant to Section 12 of this Agreement.

Section 2. **Surface Improvements.** HACOS is permitted to install landscape and hardscape improvements on the surface of the Property above the Sewer Line ("Surface Improvements"), provided that: (a) HACOS shall be solely responsible, at its own expense, for any damage or repair to the Sewer Line arising out of or incident to the installation or maintenance of the Surface Improvements; and (b) SHARP shall be solely responsible, at its own expense, for any damage or repair to the Surface Improvements arising out of or incident to SHARP’s maintenance and repair of the Sewer Line as described in Agreement.

Section 3. **Nature of Easement.** For purposes of the easement granted in this Agreement, the SHARP Property benefited by the easement constitutes the dominant estate, and the HACOS Property burdened by the easements constitutes the servient estate. The easement granted in this Agreement is appurtenant to and for the benefit of the SHARP Property. The easement may not be transferred, assigned, or encumbered except as appurtenant to the SHARP Property.

Section 4. **Financing.** HACOS, as owner of the HACOS Property, and SHARP as owner of the SHARP Property, may each encumber, mortgage or hypothecate the property it owns, the HACOS Property and the SHARP Property, respectively, with mortgages, deeds of trust, or other instruments secured by such Property. Any secured lender may enforce its security through foreclosure, deed in lieu of foreclosure or otherwise, without violation of this Agreement.

Section 5. **Subordination.** All deeds of trust encumbering the HACOS and SHARP Properties shall be subordinated to this Agreement. No violation of this Agreement shall defeat the lien of any deed of trust encumbering the HACOS Property or the SHARP Property, regardless of whether such deed of trust is subordinate to this Agreement.

Section 6. **Maintenance.** SHARP shall maintain the Sewer Line in good working order and condition at all times, free from defects or impairment, and shall be solely responsible for all costs of operation and maintenance of the Sewer Line.

Section 7. **Uses Prohibited.** SHARP shall not do or permit anything to be done in or on the easement described herein that will in any way unreasonably obstruct or interfere with the rights of the tenants or occupants of the HACOS Property or use or allow the easement to be used for any unlawful or objectionable purpose.
Section 8. **Damage.** Notwithstanding the other maintenance obligations herein, if HACOS causes or is responsible for any damage to the Sewer Line, HACOS shall promptly pay to repair and restore the Sewer Line to the condition immediately prior to the damage. Notwithstanding the other maintenance obligations herein, if SHARP causes or is responsible for any damage to the Surface Improvements or to the HACOS Property, SHARP shall promptly pay to repair and restore the Surface Improvements, the HACOS Property or any other improvements damaged on the HACOS Property to their condition immediately prior to the damage.

Section 9. **Insurance Requirements.** HACOS, as owner of the HACOS Property, and SHARP, as owner of the SHARP Property, shall maintain liability insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of their maintenance and repair responsibilities set forth in this Agreement.

(a) **Liability and Property Damage Insurance.** HACOS, as owner of the HACOS Property, and SHARP, as owner of the SHARP Property, shall each keep in full force and effect a policy or policies of comprehensive general liability and property damage insurance against liability for bodily injury to or death of any person or property damage arising out of an occurrence on or about its respective property. The limits of such insurance shall be not less than One Million Dollars ($1,000,000) combined single limit for bodily injury and property damage.

(b) **Workers' Compensation Insurance.** HACOS, as owner of the HACOS Property, and SHARP, as owner of the SHARP Property, shall carry or cause to be carried workers' compensation insurance covering all persons employed in connection with the operation, maintenance and repair of the Sewer Line pursuant to this Agreement and with respect to whom death, bodily injury, or sickness insurance claims could be asserted against the Parties.

Section 10. **Remedies.** If there is a material breach of any provision of this Agreement, a non-breaching Party may serve written notice of the breach on the breaching Party. If the breach is not cured within thirty (30) days following receipt of the notice of breach (or such longer period as is reasonably necessary to remedy such breach, provided that the breaching Party shall continuously and diligently pursue such remedy at all times until such breach is cured), the non-breaching Party may take the actions permitted pursuant to this Section 10.

If there is a breach of this Agreement with respect to the maintenance and repair responsibilities of any Party that is not cured within the time specified in this Section 10, then any non-breaching Party may bring an action for damages or an action for specific performance or injunction to compel the breaching party to cure the breach.

The breach of this Agreement shall not entitle any Party to cancel, rescind, or otherwise terminate this Agreement. The failure to insist upon the strict performance of any provision of this Agreement shall not be construed as a waiver of any breach of this Agreement.

Section 11. **No Public Dedication.** Nothing herein shall be deemed to be a gift or dedication of any portion of the easements to the general public or for any public purposes.
whatsoever. It is the intention of the Parties that this Agreement be strictly limited to and for the purposes herein expressed.

Section 12. Covenant Running with the Land. All of the terms, covenants and conditions herein shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns, including, without limitation, all subsequent owners or lessors of the property benefited or burdened hereby or any portion thereof or interest therein and all persons claiming under them. Any person accepting a deed or other instrument conveying, granting or assigning any property affected or benefited by this Agreement or any portion thereof or interest therein shall take title subject to this Agreement and such person shall be deemed to have assumed all of the applicable obligations imposed on the parties with regard to such property regardless of whether this Agreement is mentioned in such deed of other instrument. It is the intent of the Parties that the easements granted and all the terms set forth herein shall be "covenants running with the land" and, as such, shall run with and be binding upon the HACOS Property and shall benefit the SHARP Property only, and shall not be construed to benefit any other person or property. This Agreement shall in no event impose any monetary liens on either of the properties and costs, claims or damages arising hereunder shall only be recoverable in a separate legal action.

Section 13. Notices. Formal notices, demands and communications among the Parties shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, return receipt requested, or express delivery service with a delivery receipt, to the principal offices of the Parties as follows:

HACOS:

SHARP:

Notices shall be deemed received as of the date delivered or delivery was refused as shown on the return receipt. The foregoing addressed may be change by notice given as provided in this Agreement. Each Party shall promptly notify each of the other Parties of any change in its address as last disclosed.

Section 14. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute this Agreement.

Section 15. Legal Actions. If any legal action is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover against the party not prevailing, all reasonable costs, including attorneys' fees, incurred in the action.

Section 16. Entire Agreement. This Agreement contains the entire agreement between the Parties relating to the rights granted and the obligations hereunder assumed. Any oral
representations or modification concerning this Agreement shall be of no force and effect excepting a subsequent modification in writing signed by all Parties.

Section 17. Exhibits. Any and all Exhibits referred to in this Agreement are incorporated in this Agreement by this reference.

Section 18. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their successors and assigns.

Section 19. Amendments. This Agreement may be amended or modified only by a written instrument executed by the Parties.

Section 20. Venue and Applicable Law. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of California, and the Parties shall submit to the jurisdiction of and venue in the courts of the State of California in Sacramento County in any legal proceeding necessary to interpret or enforce this Agreement or any part of this Agreement.

Section 21. Third Party Beneficiary Rights. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party to this Agreement.

Section 22. Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision. No waiver shall be binding unless executed in writing by the party making the waiver.

Section 23. Interpretation. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Agreement shall not be affected, and each such remaining term and provision shall be valid and enforced to the fullest extent permitted by applicable law.

Section 24. Joint and Several Obligations. In the event any Party is composed of more than one person or entity, the obligations of such Party shall be joint and several.

Section 25. Recordation. This Agreement shall be recorded in the office of the recorder of the County of Sacramento.

Signatures Follow on Next Page
WHEREFORE the Parties have executed this Agreement as of the date first written above.

**HACOS Property Owner**

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

By: __________________________

La Shelle Dozier, Executive Director

**SHARP Property Owner**

SACRAMENTO HOUSING AUTHORITY REPOSITIONING PROGRAM, a California nonprofit public benefit corporation

By: __________________________

James Shields, President

*(Notary acknowledgements attached)*
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ____________________________

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

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

WITNESS my hand and official seal.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
STATE OF CALIFORNIA

COUNTY OF __________________________    )
    )
    )

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

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

WITNESS my hand and official seal.

Name: ____________________________
Notary Public
EXHIBIT A

LEGAL DESCRIPTION OF HACOS PROPERTY

(To be added)
EXHIBIT B

LEGAL DESCRIPTION OF SHARP PROPERTY

(To be added)
EXHIBIT C

DESCRIPTION OF HACOS PROPERTY EASEMENT AREA

The HACOS Property Easement Area shall be a private ten (10) foot wide sewer easement as shown on Exhibit D.
EXHIBIT D

DEPICTION OF HACOS PROPERTY EASEMENT AREA