



**Sacramento
Housing &
Redevelopment
Agency**

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

Consent
 July 21, 2009

Honorable Mayor and Members of the City Council

Title: Fall 2009 Rebuilding Dreams Project

Location/Council District: Avondale and Colonial Village neighborhoods, Council District 6.

Recommendation: Adopt a **Redevelopment Agency Resolution** authorizing the Executive Director or her designee to: 1) amend the Agency budget to transfer \$85,000 in Army Depot Development Assistance Tax Increment funds to the Fall 2009 Rebuilding Dreams Project; and 2) execute an agreement with Rebuilding Together to implement the project in an amount not to exceed \$85,000.

Contact: Chris Pahule, Assistant Director, Housing and Community Development, 440-1350; Lisa Bates, Deputy Executive Director, 440-1316

Presenters: None

Department: Sacramento Housing and Redevelopment Agency

Description/Analysis

Issue: Since its inception in 1991, Rebuilding Together has improved the lives of over 1,400 families in the Sacramento area by providing rehabilitation and accessibility modifications to their homes. The bi-annual Rebuilding Dreams project, formerly Dream Street, is a one-day event that uses skilled and unskilled volunteers to improve the physical and cosmetic aspects of owner-occupied homes within reasonable proximity to each other in one specific neighborhood. The desired outcomes are to create a visual impact that shows improvement in the neighborhood, increases the homeowners' ability to remain in their homes, and promotes neighborhood participation. All of the homes to benefit from the use of the funds are affordable to and occupied by a moderate, low or very-low income household.

Redevelopment Agency (Agency) staff works with Rebuilding Together annually to select two projects a year in the City and County that have a high likelihood for success based on community involvement, relatively high homeownership rates

and rehabilitation need. An effort is made each year to rotate the neighborhood being served so that the program serves as broad an audience as possible.

Policy Considerations: The proposed project is consistent with redevelopment strategies outlined in the Agency Strategic Plan and Community Development goals to: 1) preserve, develop and finance a continuum of affordable housing opportunities for Sacramento residents, and 2) revitalize lower income neighborhoods to create healthy and sustainable communities. The proposed project is also consistent with the 2005-2009 Army Depot Five Year Implementation Plan which focuses on the improvement of the existing housing stock and the City's Strategic Plan goal of enhancing and preserving neighborhoods.

Environmental Considerations:

California Environmental Quality Act (CEQA): The proposed action to fund rehabilitation of existing homes is exempt from environmental review under California Environmental Quality Act (CEQA) Guidelines Section 15301(a) and (d).

Sustainability Considerations: The project has been reviewed for consistency with the goals, policies and targets of the sustainability Master Plan and the 2030 General Plan for sustainability. If approved, the contents in this report will advance the following goals, policies, and targets as follows:

The Project will create "Healthy Urban Environments" through restorative redevelopment by rehabilitating areas within the City based on old, wasteful and/or dysfunctional designs to achieve better results for people and the environment.

Other: National Environmental Policy Act (NEPA) does not apply.

Committee/Commission Action:

Army Depot Redevelopment Advisory Committee (RAC): At its meeting of June 25, 2009, the RAC considered the staff recommendation for this item. The votes were as follows:

AYE: Coburn, Farley, Mayberry, O'Brien, Narayan, Portillo, Stein, Toney

NOES: None

ABSENT: Hubbard, Slider

NOT PRESENT TO VOTE: Pinkston

Sacramento Housing and Redevelopment Commission: At its meeting of July 1, 2009, the Sacramento Housing and Redevelopment Commission considered the staff recommendation for this item. The votes were as follows:

AYE: Burruss, Chan, Fowler, Gore, Morton, Otto, Rosa, Shah, Stivers

NOES: None

ABSENT: Dean, Morgan

Rationale for Recommendation: This report recommends the Avondale and Colonial Village neighborhoods be selected for the Fall 2009 Rebuilding Dreams project, which will be held on Saturday, October 3, 2009. The neighborhoods contain approximately 2,500 homes, of which 1,743 are owner occupied and many are in need of repair (see Attachment 1).

The Rebuilding Dreams project will improve the physical and cosmetic deterioration of approximately 15 existing low to moderate income, owner-occupied households. This work will be accomplished through the help of 25-75 volunteers per house depending on the extent of work needed to improve each home. Rebuilding Together will contribute private donations for this project which will leverage Agency resources with volunteer labor above and beyond these costs. In addition to improving and preserving low and moderate income housing, this Project will eliminate some of the physical conditions of deteriorating homes that cause blight.

If approved, the Agency will execute an agreement with Rebuilding Together (see Attachment 2) to implement the proposed Fall 2009 Rebuilding Dreams project. Rebuilding Together will begin selecting the homes for the upcoming Rebuilding Dreams project as soon as possible. Applications will be sent to all homeowners in the project area and targeted outreach will be implemented to solicit applicants with the greatest need. The proposed project boundary may be extended to the Glen Elder neighborhood if there is a need to increase the number of eligible applicants to ensure a successful volunteer and homeowner experience during the one-day event. Homeowners will be selected by August 2009 based on established project criteria. These include screening the homeowner income eligibility, ability to participate in the planning process and types of home repairs that can be done in one day.

Financial Considerations: This report recommends allocation of \$85,000 from the Army Depot Tax Increment Development Assistance fund to the Rebuilding Dreams Project. Included in this amount are funds for a project partner to work with Rebuilding Together for targeted outreach efforts. The proposed funding will enable Rebuilding Together to organize the project utilizing a volunteer labor force to rehabilitate approximately 15 owner-occupied homes in the project area. Rebuilding Together also receives private donations for all Rebuilding Dreams projects which will leverage our resources. The leverage is nearly four private dollars for every one public dollar.

M/WBE Considerations: The items discussed in this report have no M/WBE impact; therefore, M/WBE considerations do not apply.

Respectfully Submitted by:


LA SHELLE DOZIER
Executive Director

Recommendation Approved:

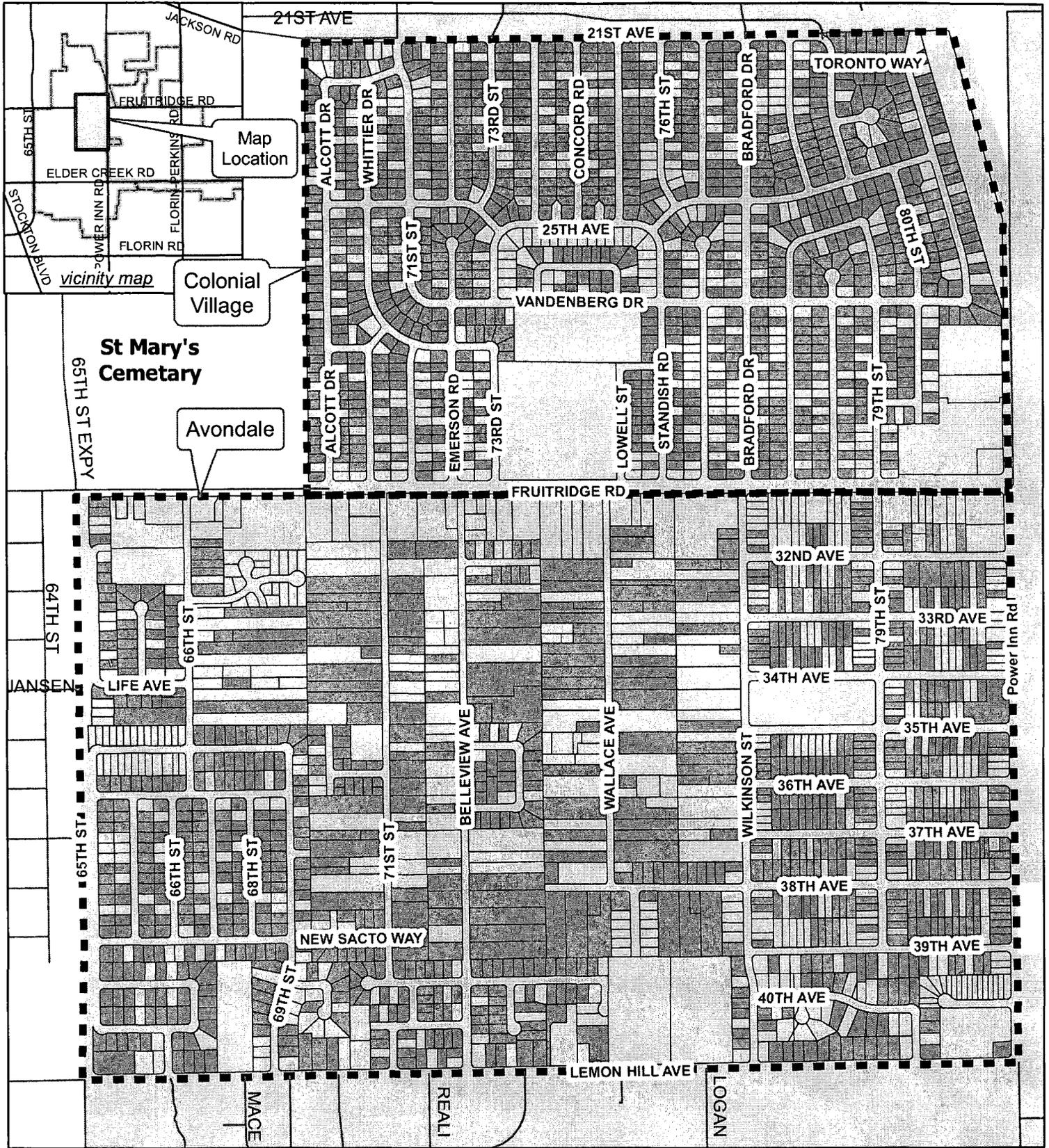

for RAY KERRIDGE
City Manager

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Fall 2009 Rebuilding Dreams Army Depot Redevelopment Area



Project Boundary	Total Residential Parcels = 2538	0 500 1,000 Feet		SHRA GIS June 11, 2009
Army Depot Redevelopment Area	Owner Occupied Parcels = 1743 (69%)			

CONTRACT

Fall 2009 Rebuilding Dreams Project

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 630 I Street, Sacramento, California 95814:

	AGENCY	
SELECT	<input checked="" type="checkbox"/> Redevelopment Agency of the City of Sacramento	<input type="checkbox"/> Redevelopment Agency of the County of Sacramento
	<input 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	Rebuilding Together
Address	P.O. Box 255584, Sacramento, CA 95825-5584

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-Liability Partnership	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Other:

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	State

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

FUNDING SOURCE (PROGRAM FUNDING)	AMOUNT
Army Depot Tax Increment Development Assistance funds	<input type="checkbox"/> Federal <input type="checkbox"/> State <input checked="" type="checkbox"/> Local \$85,000
	<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.	DESCRIPTION OF ATTACHMENT (Attachments marked N/A or stricken are not included)
1	Attachment 1: Contract Provisions (This Contract is <i>invalid</i> without the Contract Provisions attachment)

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. It *cannot be completed with an attachment* unless the attachment is in the same form as the following table, including all categories and tasks.]:

"PERFORMING PARTY"	"TASK/OBLIGATION":	"LOCATION"	"DEADLINE"
Contractor	<p>The Fall 2009 Rebuilding Dreams project is planned for the Avondale and Colonial Village neighborhoods, and may include the Elder Creek neighborhood, on October 3, 2009. The one day event uses skilled and unskilled volunteers to work and improve the physical and cosmetic deterioration of homes in a neighborhood focused around a community facility or park. Ten to 15 homes in the area will be selected and will be rehabilitated during the events. The desired outcomes are to:</p> <ul style="list-style-type: none"> • Increase homeowner's comfort, safety, and independence • Improve the neighborhood's visual impact • Increase the homeowner's ability to remain in their homes • Increase neighborhood participation and empowerment. <p>The event will be a team effort comprised of representatives from the Redevelopment Agency, City of Sacramento Neighborhood Services Department and Rebuilding Together.</p> <p>The following includes the tasks and obligations of Rebuilding Together as a part of this project: including but not limited to planning, resident communication, attending resident meetings, volunteer recruitment/training/management of skilled house captains and unskilled volunteers, acquiring additional funding and in-kind donations, review and selection of homes, provision of all labor/supplies/materials related to the projects, coordination between participants, event day coordination and management (including overseeing event logistics, catering, parking, dumpsters, etc.), construction management, promotional coordination and post event coordination, for the rehabilitation of 15 homes at approximately \$5,666 for each home, and targeted outreach efforts to solicit applicants with the greatest need to ensure a successful volunteer and homeowner experience during the one-day event.</p>	Avondale and Colonial Village neighborhoods, and may include the Glen Elder neighborhood.	11/30/09
	Meetings will be held with the project team, sometimes including an SHRA representative no less than monthly, or as agreed upon with SHRA representative, neighborhood leader/representatives, to ensure coordination of all aspects of the project.	Locations to be agreed upon by Contractor and Agency	11/30/09
	The contractor shall provide a detailed report at the end of the project to document the outcome and overall effectiveness of the project. This will include a summary of project activities, description of neighborhood improvements, and project evaluation summary and photos. This final report is subject to approval by SHRA.	N/A	12/31/09

"PERFORMING PARTY"	"TASK/OBLIGATION":	"LOCATION"	"DEADLINE"
	Upon receipt of the final project report from the contractor, SHRA shall review the document for approval of final payment to Rebuilding Together.	N/A	15 days after the Agency's receipt of Final Project Report
Contractor	"COMPLETION DATE": The date for completion of all of Contractor's Tasks/Obligations under this Contract		12/31/09
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		Thirty (30) days after Completion Date -1/31/2010
Agency	"FINAL DATE": Agency must make final payment for all bills submitted in accordance with the terms of this Contract.		Thirty (30) days after Billing Date -2/28/2010

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	\$85,000
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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:
		Monthly payments, Payable	Date
	In the amounts and on the dates stated in Attachment ___ Payment		Stated in attachment
	According to the following Schedule of Tasks, periodic payment upon Contractor's completion of each respective task:		Amount
X	As billed by Contractor, for work actually performed and services actually provided		According to the fees and rates stated in Attachment ___ Payment
	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: SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

CONTRACTOR:
By:

By:

Name:	Chris Pahule	Name:	Carrie Grip
Title:	Assistant Director	Title:	Executive Director
		Tax ID Number:	68 0246 355

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.

Revised 1204

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
320 Commerce Circle – Procurement Services (PS)
Sacramento, California 95815

a) The required insurance coverage is the following: (i) One Million Dollars (\$1,000,000) 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 general liability and automobile policies shall be endorsed to name the Agency as an additional insured.

b) 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 exceeds 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. Contractor shall indemnify, save harmless and defend the Housing Authority of the City of Sacramento, the Housing Authority of the County of Sacramento, the Redevelopment Agency of the City of Sacramento, the Redevelopment Agency 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 and all injury or damages to persons including hired independent contractors or property, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, and its officers, employees or agents.

Agency shall indemnify, defend and save harmless the Contractor, its officers, 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 directly related to this Contract and directly caused by the negligence, recklessness, or willful misconduct of Agency, or of its officers, employees, or agents acting within the scope of their authority.

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. **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.

17. **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.

18. **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.

19. **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.

20. **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

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

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

RESOLUTION NO. 2009 -

Adopted by the Redevelopment Agency of the City of Sacramento

on date of

TRANSFER OF \$85,000 TO REBUILDING TOGETHER FOR THE FALL 2009 REBUILDING DREAMS PROJECT

BACKGROUND

- A. The Agency finds that the project will eliminate blight, improve affordable housing and preserve the community's supply of low income housing available at an affordable housing cost to persons that are very low, low and moderate income households.
- B. The proposed project is consistent with redevelopment strategies outlined in the Agency Strategic Plan and Community Development goals to: 1) preserve, develop and finance a continuum of affordable housing opportunities for Sacramento Residents, and 2) revitalize lower income neighborhoods to create healthy and sustainable communities. The proposed project is also consistent with the 2005-2009 Army Depot Five Year Implementation Plan which focuses on the improvement of the existing housing stock and the City's Strategic Plan goal of enhancing and preserving neighborhoods.
- C. The proposed action to fund rehabilitation of existing homes is exempt from environmental review under California Environmental Quality Act (CEQA) Guidelines Section 15301(a) and (d). National Environmental Protection Act (NEPA) does not apply.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE REDEVELOPMENT AGENCY RESOLVES AS FOLLOWS:

- Section 1. After due consideration of the facts presented, the findings, including the environmental findings regarding this action are approved.
- Section 2. The Executive Director, or designee, is authorized to amend the Agency budget to transfer \$85,000 in Army Depot Development Assistance tax increment funds to Rebuilding Together for the Fall 2009 Rebuilding Dreams Project.
- Section 3. The Executive Director, or her designee, is authorized to enter into an agreement for services, in a form approved by Agency Counsel, with Rebuilding Together to conduct a Fall 2009 Rebuilding Dreams project in the City of Sacramento District 6 for an amount not to exceed \$85,000.

