

**Meeting Date:** 7/19/2016

**Report Type:** Consent

**Report ID:** 2016-00726

**Title: Agreement: 4th Avenue Park Playground Replacement and Walkway Repair Project**

**Location:** District 5

**Recommendation:** Pass a Resolution: 1) approving Individual Project Agreement (IPA) with Sacramento Housing and Redevelopment Agency (SHRA) utilizing CDBG funding for the 4th Avenue Park Playground Project in the amount of \$200,000; 2) establishing a new Capital Improvement Program (CIP) project for 4th Avenue Park Playground Project as L19103300; and 3) establishing revenue and expenditure budgets from CDBG funding (Fund 2700) in the amount of \$200,000 in L19103300.

**Contact:** C. Gary Hyden, Park Planning and Development Manager, (916) 808-1949, Department of Parks and Recreation

**Presenter:** None

**Department:** Parks & Recreation Department

**Division:** Park Development Services

**Dept ID:** 19001121

**Attachments:**

1-Description/Analysis

2-Resolution

3-Exhibit A (Agreement)

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**City Attorney Review**

Approved as to Form  
Sheryl Patterson  
7/5/2016 2:31:13 PM

**Approvals/Acknowledgements**

Department Director or Designee: Christopher Conlin - 6/29/2016 10:50:52 AM

## Description/Analysis

**Issue Detail:** The Sacramento Housing and Redevelopment Agency's (SHRA) 2016 Community Development Block Grant (CDBG) Action Plan allocated \$200,000 for the 4<sup>th</sup> Avenue Park Playground Project (Project). In order to transfer this funding, it is required that the City of Sacramento enter into an Individual Project Agreement (IPA) with SHRA. The scope of work for this Project includes replacement of a playground that has reached its useful life and includes replacing surface play area and repair walkways immediately adjacent to the play area as necessary to provide safe access.

To implement the project, Council approval is required for the IPA and to establish a new Capital Improvement Program (CIP) project.

**Policy Considerations:** As stated in City Council Resolution No. 2016-0216, Section 10.2, City Council approval is required to establish a CIP project. City Council approval is also required to enter into agreements over \$100,000.

Providing parks and recreation facilities is consistent with the City's strategic plan to enhance livability in Sacramento's neighborhoods by expanding park, recreation, and trail facilities throughout the City. This is also part of the Park Development Process for park planning as stated in the *2005-2010 Parks and Recreation Master Plan*.

**Economic Impacts:** None.

### Environmental Considerations:

**California Environmental Quality Act (CEQA):** This report concerns administrative activities and government fiscal activities that do not constitute a "project" as defined by the CEQA Guidelines Sections 15378(b)(2) and 15378(b)(4) and are not subject to the provisions of CEQA. CEQA review for the Project will be performed in conjunction with planning, design, and approval of the project construction.

**Sustainability:** The project has been reviewed for consistency with the goals, policies, and targets of the City's Sustainability Master Plan (SMP) and the Parks and Recreation Sustainability Plan (PRSP).

**Commission/Committee Action:** None.

**Rationale for Recommendation:** The U.S. Department of Housing and Urban Development (HUD) requires adoption of an annual Action Plan to identify the programs and projects for expenditure of federal CDBG funds.

On October 27, 2015, the City Council adopted the 2016 One-year Action Plan (Resolution No. 2015-0337). The Action Plan allocated CDBG funding for several City capital improvement projects, one of which was the Project. The recommendations within this report will allow staff to proceed with soliciting bids for the park improvements.

**Financial Considerations:** The Project will be established as L19103300 and its revenue and expenditure budgets will be established in the CDBG Fund (Fund 2700) in the amount of \$200,000. There are no General Funds planned for this Project.

This is an existing park; the annual maintenance and utilities costs are covered in the Department of Parks and Recreation's operating budget for maintenance, water, and utility costs.

**Minority/Women's Business Enterprises (W/WBE):** The construction contract for the Project will comply with CDBG and M/WBE requirements.

## **RESOLUTION NO. 2016-**

Adopted by the Sacramento City Council

### **APPROVING INDIVIDUAL PROJECT AGREEMENT WITH SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY AND ESTABLISHING THE 4<sup>TH</sup> AVENUE PARK PLAYGROUND PROJECT**

#### **BACKGROUND**

- A. The Sacramento Housing and Redevelopment Agency's (SHRA) Community Development Block Grant (CDBG) 2016 Action Plan included an allocation of \$200,000 for the 4<sup>th</sup> Avenue Park Playground Project. In order to transfer the funds, the City of Sacramento needs to enter into an Individual Project Agreement (IPA) with SHRA.
- B. To implement the 4<sup>th</sup> Avenue Park Playground Project, a new Capital Improvement Program (CIP) project needs to be established.
- C. As stated in City Council Resolution No. 2016-0216, Section 10.2, City Council approval is required to establish capital improvement projects and City Council approval is required for agreements over \$100,000.

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

- Section 1. The IPA with SHRA for the 4<sup>th</sup> Avenue Park Playground Project in the amount of \$200,000 of CDBG funds is approved. The City Manager or his designee is authorized to execute the IPA.
- Section 2. A new capital improvement project for 4<sup>th</sup> Avenue Park Playground Project is hereby established as L19103300.
- Section 3. The revenue and expenditure budgets for L19103300 are established in the amount of \$200,000 in the CDBG Fund (Fund 2700).

#### **Table of Contents:**

Exhibit A - IPA with SHRA for the 4<sup>th</sup> Avenue Park Playground Project

**INDIVIDUAL PROJECT AGREEMENT  
4<sup>th</sup> Avenue Park/Playground Project**

**RECITALS**

- A. The City of Sacramento (“City”) and the Sacramento Housing and Redevelopment Agency (“Agency”) entered into a Master Project Agreement on January 8, 2013.
- B. Agency desires to have the City provide the services named in Section 3 below.
- C. The Master Project Agreement authorizes the City Manager and Agency’s Executive Director to enter into Individual Project Agreement(s) (*Agreement*) for provision of City services to be paid for by funds allocated in the Agency's budget or in the City's Community Development Block Grant (CDBG) budget that is administered by the Agency.
- D. City must comply with all requirements of the Funding Source, and each of them. Agency will cooperate with City in determining the applicable requirements of the Funding Source. The Agency shall use the following Funding Source(s) to pay for the City’s services:

Funding Source	CFDA#	Award #	Award Year	Jurisdiction	Amount
CDBG	14.218	B-15-MC-06-003 (73 2115 5116 8080)	2015	<input checked="" type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	\$82,528.88
CDBG	14.218	B-16-MC-06-003 (73 2116 5116 8080)	2016	<input checked="" type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	\$117,471.12

**AGREEMENT**

**NOW THEREFORE**, Agency and the City agree as follows:

1. The “Effective Date” of this Agreement is the following:

Effective Date:

2. “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)
Attachment 1	Left Blank Intentionally
Attachment 2	CDBG and Other Federal Requirements
Attachment 3	Master Project Agreement

3. The City shall provide the following services by its named departments or divisions (“City Department”) on or before the stated completion dates:

Department/Division	Task	Completion Date	Compensation
Parks	<p>4<sup>th</sup> Avenue Park (4040 4<sup>th</sup> Avenue, City) replacement of playground that has reached useful life. Scope of work also includes replacing surface play area and repair walkways immediately adjacent to the play area as necessary to provide safe access. Improvements will stay within existing footprint and improvements will not significantly expand the use area or number of park users.</p> <p><b>Invoicing</b></p> <p>Submit invoices/quarterly reports by <b>MAIL</b> to:</p> <p>Brad Satterwhite, SHRA 801 12<sup>th</sup> Street, 4<sup>th</sup> Floor Sacramento, CA 95814</p> <p>NOTE 1: The U.S. Department of Housing and Urban Development (HUD) requires its Grantees to request and submit timely reimbursement requests.</p> <p><b>SHRA requires receipt of reimbursement requests within 90 days of Effective Date of this Agreement and then at a minimum of quarterly.</b> If no funds are requested, the agreement may be cancelled with written notice.</p> <p>It is preferred that reimbursements are submitted monthly and should be no less than quarterly once the initial reimbursement request is made. A condition of funding is a determination of a project's "shovel readiness." As such, subrecipients should not need to wait until 90 days have passed except for extenuating circumstances.</p> <p>NOTE 2: It will be the responsibility of the Contractor to cover costs over \$200,000 not invoiced prior to 1/31/17. SHRA shall not reimburse any invoices/payment requests related to this Project after 3/1/17.</p>	12/31/16	\$200,000

4. Unless terminated by either party pursuant to Section 12, below, this Agreement shall expire on **12/31/16**.
5. Agency shall pay City the forgoing compensation for the respective services. In any event, Agency shall pay not more than the following amount as the total compensation for all services rendered by City under this Agreement:

Total compensation for all services:	\$200,000
Source of Funds:	CDBG
Payment Schedule:	See scope of work

6. The respective parties shall also fulfill the following special provisions:

Special Provisions
n/a

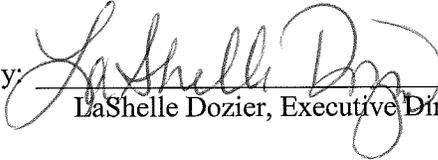
7. The City shall comply with all laws, rules and regulations applicable to the services rendered and the use of the funds from the Funding Source.
8. The City Department shall submit monthly status reports on the services funded by Agency that shall include the name and telephone number of the City Department's contact person.
9. This Agreement may only be amended in writing, duly executed by the City and the Agency.
10. Neither Agency, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by City under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, City shall fully indemnify, defend and hold Agency harmless from any liability imposed for injury to persons or property occurring by reason of anything done or omitted to be done by City under or in connection with any work, authority or jurisdiction delegated to City under this Agreement.
11. Neither City, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Agency under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, Agency shall fully indemnify, defend and hold City harmless from any liability imposed for injury to persons or property occurring by reason of anything done or omitted to be done by Agency under or in connection with any work, authority or jurisdiction delegated to Agency under this Agreement.
12. This Agreement may be terminated by either party upon written notice to the other party, effective thirty (30) days following receipt of such notice by the other party. In any event, this Agreement shall terminate upon the expiration of upon completion of all obligations of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

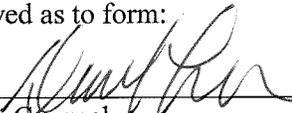
**CITY OF SACRAMENTO**

**SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY:**

By: \_\_\_\_\_  
John F. Shirey, City Manager

By:  \_\_\_\_\_  
LaShelle Dozier, Executive Director

Approved as to form:  
\_\_\_\_\_  
City Attorney

Approved as to form:  
 \_\_\_\_\_  
Agency Counsel

Attest:

\_\_\_\_\_  
City Clerk

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1/2013

## ATTACHMENT 2: CDBG AND OTHER FEDERAL REQUIREMENTS

The following provisions shall be applicable to this Contract and binding on Subrecipient and Agency only if all or part of the funds to be paid for work performed under this Contract are provided under the Community Development Block Grant Program administered by the United States Department of Housing and Urban Development. In the event of a dispute as to the applicability of any of the following provisions to Subrecipient's work under this Contract, Agency's determination shall be final.

1. **DEFINITIONS.** For purposes of this Contract and in addition to definitions made elsewhere in this Contract, the following capitalized words and phrases contained in this Contract shall have the following meanings:

a) The "Act" is the federal Housing and Community Development Act of 1974, as amended.

b) "CDBG" is the federal Community Development Block Grant program administered by HUD. "CFR" is the Code of Federal Regulations.

c) The "CDBG Requirements" are the laws, rules and regulations (other than the Act) which are specifically applicable to this Contract. A substantial portion of the Federal Requirements are included in this Attachment 2.

d) "Contract Provisions" refers to "Attachment 1: Contract Provisions". This Attachment 2 contains the provisions common to all Agency administered CDBG agreements.

e) "Exhibits" to this Attachment 2 contain a substantial portion of the Federal Requirements, and are incorporated into this Contract in the form of a Compact Disc (CD). Subrecipient acknowledges receipt of the CD by initialing here: \_\_\_\_ The Exhibits include the following:

- I. Exhibit 1 – CDBG Regulations: 24 CFR 570 et seq.
- II. Exhibit 2 – Requirements for Nonprofit Subrecipients. 24 CFR 84
- III. Exhibit 3 – OMB Circular A-110; Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations [*applies only to Subrecipients who are not a state or local government or a public agency*]
- IV. Exhibit 4 – OMB Circular A-122; Cost Principles for Nonprofit Organizations [*applies only to Subrecipients who are not a state or local government, a public agency or an educational institution*]
- V. Exhibit 5 – OMB Circular A-133; Audits of Institutions of Higher Education and Other Nonprofit Organizations [*applies only to Subrecipients who are not a state or local government or a public agency*]
- VI. Exhibit 6 – OMB Circular A-21; Cost Principles for Educational Institutions [*applies only to Subrecipients who are an educational institution*]
- VII. Exhibit 7 – OMB Circular A-87; Principles for determining Costs Applicable to Grants and Contracts with State, Local and Federally-Recognized Tribal Indian Governments [*applies only to Subrecipients who are a state or local government, a public agency. 2 CFR Part 225*]
- VIII. Exhibit 8 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. 24 CFR 85
- IX. Exhibit 9 – New Restrictions on Lobbying. 24 CFR 87
- X. Exhibit 10 – Federal Labor Standards Provisions; 29 CFR 5.5
- XI. Exhibit 11 – Executive Order 12432 – M/WBE
- XII. Exhibit 12 – Executive Order 12138 – M/WBE

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- XIII. Exhibit 13 – Executive Order 11625 – M/WBE and Agency-assembled M/WBE material
  - XIV. Exhibit 14 – Executive Order 11246, as amended – Equal Opportunity
  - XV. Exhibit 15 – Executive Order 13166 – Limited English Proficiency Access
  - XVI. Exhibit 16 – Equal Access to Housing and HUD Programs Regardless of Sexual Orientation or Gender Identity: 24 CFR Parts 5, 200, 400, 570, 574, 882, 891 and 982
  - XVII. Exhibit 17 – Violence Against Women Reauthorization Act of 2013
  - XVIII. Exhibit 18– CPD Notice 15-02 – Appropriate Placement for Transgender Persons in Single Sex Emergency Shelters and Other Facilities
  - XIX. Exhibit 19 – Annual Reports

f) “HUD” is the United States Department of Housing and Urban Development.

g) “OMB” is the federal Office of Management and Budget.

h) “Subrecipient” is the Contractor as defined elsewhere in this Contract.

i) “Program Income” is defined in 24 CFR 570.500(a). Generally, Program Income is income to Subrecipient that is generated from the use of CDBG funds under this Contract. Program Income may include, without limitation, proceeds of the sale, rent or lease of real or personal property acquired with such CDBG funds, principal and interest payments on loans of such CDBG funds, and interest earned on other Program Income.

j) “Project Funds” are the funds to be paid to Subrecipient under this Contract. All Project Funds are funds disbursed to the Recipient and Agency under the CDBG Program.

k) “Quarterly Reports” are the reports required to be submitted by Subrecipient under Attachment 2 Exhibit 14 - Quarterly Reports.

**2. FINDINGS AND REPRESENTATIONS.** This Contract has been made for the following purposes and based upon the following representations of the parties:

a) In accordance with the provisions of California Government Code Section 53703, Agency possesses full powers for the purpose of administering the expenditure of funds received under the federal Housing and Community Development Act of 1974, as amended, Community Development Block Grant program, administered by the United States Department of Housing and Urban Development.

b) Agency has determined that the fulfillment of Subrecipient’s obligations under this Contract serves the purposes of community improvement and welfare.

c) Pursuant to the provisions of California Government Code Section 53703 and after public hearing, Subrecipient has been allocated CDBG funds for the uses and activities of this Contract.

d) Agency and Subrecipient are subject to all laws, rules and regulations regarding the use of CDBG funds for the purposes and activities stated in this Contract.

**3. ADDITIONAL RESTRICTIONS ON FUNDS.** Subrecipient acknowledges that the funds for this Contract are CDBG funds, the amount of which has been established after public hearing and that Agency has no authority to change the Project Funds except after public hearing and Recipient approval. Therefore, and 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 Project Funds. Subrecipient shall provide, from whatever source, all additional funds necessary to fulfill Subrecipient’s obligations under this Contract

a) If Subrecipient incurs additional expenses or does additional work related to this Contract, Subrecipient shall bear all such costs and expenses unless the Agency has executed a written amendment to this Contract prior to Subrecipient’s

having incurred such costs and expenses.

b) Subrecipient shall use proceeds of this Contract only for the purposes stated in this Contract, as described in the Scope of Work, and strictly in compliance with all applicable laws, rules and regulations.

c) If Subrecipient is not a state or local government, educational institution or public agency, Subrecipient shall fully comply with the regulations, policies, guidelines and requirements of OMB Circular No. A-122 and applicable provisions of OMB Circular No. A-110 (specifically including Attachments A "Cash Depositories" except Paragraph; B "Bonding and Insurance"; C "Retention and Custodial Requirements for Records" except the starting date for the retention period; F "Standards for Financial Management Systems" except the provisions of paragraph 2(h) superseded by OMB Circular A-133; H "Monitoring and Reporting Program Performance" paragraph 2; N "Property Management Standards" with modifications to paragraphs 6 and 7 regarding sale or retention of personal property; and O "Procurement Standards") and 24 CFR 85 as outlined in 24 CFR 570.502 (a) as they relate to the application, acceptance, and use of federal funds. If Subrecipient is a state or local government or a public agency, Subrecipient shall fully comply with the regulations, policies, guidelines and requirements of OMB Circular No. A-133 and OMB Circular No. A-87. Educational institutions shall comply with Circular A-21, A-133 and applicable provisions of OMB Circular No. A-110.

d) Subrecipient shall deposit any advance under this Contract in an interest bearing account and, unless specified otherwise in this Contract, shall remit any interest earned over \$100 to the Agency.

e) Project Funds shall not be used for any religious purposes, which prohibition is further described in 24 CFR 570.200(j).

f) In the event of suspension or termination of this Contract, Subrecipient shall return unused funds to the Agency in accordance with 24 CFR 570.503(b)(7). If the Subrecipient improperly retains funds, the Agency may retain funds from future disbursements to the Subrecipient in accordance with the procedures described in 24 CFR 570.504 (b) (2). In accordance with 2 CFR 200.338, suspension or termination may occur if Subrecipient materially fails to comply with any term of the award, and the award may be terminated for convenience in accordance with 2 CFR 200.339.

**4. RETURN OF PROGRAM INCOME.** Subrecipient shall report receipt of all Program Income and return all Program Income to the Agency.

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

**6. WORK HOURS.** Subrecipient must comply with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§3201-3708) and must cooperate with Agency in implementing and enforcing the provisions of such Act. Among other requirements of the act, Subrecipient must pay not less than one and one-half times the basic rate of pay for the work of Subrecipient's employee in excess of eight hours in one day or forty hours in one week in the performance of this Contract. Subrecipient must insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance with such Act. Subrecipient must meet and cooperate with Agency's Labor Compliance officer to assure compliance with such Act.

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

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

**9. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.**

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

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

c) Subrecipient will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

**10. CONFLICT OF INTEREST.** No member, officer or any employee of Subrecipient, or its designees or agents, who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have an interest, direct or indirect, in any contract or its proceeds, for work to be performed in connection with the program assisted under this Contract. Subrecipient must incorporate, or cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the purposes of this Section. In the procurement of supplies, equipment, construction, and services by Subrecipient, the conflict of interest provisions in 2 CFR§ 200.318 and 2 CFR§ 200.319 respectively, shall apply.

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

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

In addition to the reports specified in this Contract, Subrecipient shall retain the records required by the applicable provisions of 24 CFR 570.506 and provide the Agency with the reports required pursuant to 24 CFR 570.507, and such other records and reports as the Agency may reasonable require in the administration of this Contract. Subrecipient shall keep all other necessary books and records, including property, personnel, loan documentation and financial records, in connection with the operation and services performed under this Contract, in accordance with the provisions of OMB Circulars No. A-102, A-110 and A-122, and Executive Order 11246 and 2 CFR 200.333 . Subrecipient shall conduct annual audits in accordance with OMB Circular A-133. Subrecipient shall document all transactions sufficiently for Agency to properly monitor and audit all expenditures made pursuant to this Contract.

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

**14. RESTRICTIONS ON LOBBYING; FILING CERTIFICATION AND DISCLOSURE FORMS.** Subrecipient shall not use any funds paid under this Contract, directly or indirectly, for any political activity, whatsoever or to influence any public official or employee. In any event, Subrecipient shall comply with the restrictions on lobbying stated in 24 CFR Part 87. Subrecipient shall sign and return to the Agency the certification described in 24 CFR 87, Appendix A and the disclosure form described in 24 CFR Part 87, Appendix B. Subrecipient shall require any person receiving proceeds of this Contract from Subrecipient to comply with 24 CFR Part 87, including the submission to Agency of completed certifications under Appendix A and disclosure forms under Appendix B.

15. **ELIGIBILITY AND NON-DISCRIMINATION (SECTION 109).** Subrecipient shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, color, religion, sex, national origin, ancestry, or physical or mental handicap, or age as more specifically set forth in 24 CFR 570.602 which requires compliance with Section 109 of the Act (42 USC 5301) and Section 504 of the Rehabilitation Act of 1973.

16. **CIVIL RIGHTS COVENANT.** As provided in 24 CFR §570.602 and depending upon the type and nature of the grant of CDBG funds, this Contract may be subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) and HUD regulations. Subrecipient certifies that its activities under this Contract shall be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) and that it will comply with the other provisions of Title 24 of the CFR and with other applicable laws, to the full extent of their application. Further pursuant to Executive Order 11063 (as amended pursuant to Executive Order 12259) set out in 24 CFR Part 107, in the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under the Contract, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, or national origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the Agency and the United States are beneficiaries of and entitled to enforce such covenant. Subrecipient, in undertaking its obligation in carrying out the program assisted hereunder, shall take such measures as are necessary to enforce such covenant and shall not itself so discriminate.

17. **MINORITY/WOMEN'S BUSINESS ENTERPRISES REQUIREMENTS.** This Contract is subject to minority and women's business enterprises requirements set forth in Executive Order 12432, Executive Order 11625, and Executive Order 12138. Subrecipient shall take all reasonable steps necessary to encourage the participation of minority and female owned businesses in work under this Contract.

a) With regard to any work of construction funded with Project Funds, such steps may include, without limitation, the following:

(1) Obtaining the minority and Women's Business Enterprises Registry from the Agency MBE/WBE Coordinator to ensure such contractors receive an invitation to bid.

(2) Advertising the invitation to bid or to submit proposals in the El Hispano and the Sacramento Observer as well as in a newspaper of general circulation in the Sacramento metropolitan area.

(3) Reviewing the telephone directory or professional organization membership lists, or making direct contact with minority- or female-owned businesses for specialized trades and services, and inviting such firms to bid.

b) Subrecipient shall include the Minority and Women's Business Enterprises requirements, in the form prescribed by the Agency, in all contracts for use of funds under this Contract, and Subrecipient shall coordinate purchases of goods and services over \$10,000 with the Agency's MBE/WBE Coordinator.

Subrecipient shall maintain documentation of outreach efforts to minority and/or female owned businesses. Additionally, Subrecipient shall maintain documentation of contract awards for the Quarterly Reports.

18. **FLOOD DISASTER PROTECTION.** Pursuant to the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), Subrecipient shall not use or permit the use of any portion of the assistance provided under this Contract for acquisition or construction purposes as defined by the Director of the Federal Emergency Management Agency (42 USC 4003(a) (4)), for use in an area identified by the Director of the Federal Emergency Management Agency as having special flood hazards unless the community in which such area is located is then participating in the national flood insurance program (described at 42 USC 4011) and the use of any such assistance shall be subject to the mandatory purchase of flood insurance requirements of 42 USC 4012a.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Director as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, 42 USC 7401 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under the Flood Disaster Protection Act of 1973 (42 USC 4012a). Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Contract.

19. **COMPLIANCE WITH AIR AND WATER ACTS.** This Contract is subject to the applicable requirements of the Clean Air Act (42 USC 7401 et seq.), the Federal Water Pollution Control Act, (33 USC 1251 et seq.), and the corresponding regulations of the Environmental Protection Agency (40 CFR Part 15). In compliance with said regulations, Subrecipient shall cause or require to be inserted in all contracts and subcontracts funded with Project Funds, and with respect to any transaction which is not otherwise exempt from such laws and regulations, all of the following requirements:

a) A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of the contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.10.

b) Compliance with all the requirements of Section 114 of the Clean Air Act, (42 USC 7414c-8) and Section 308 of the Federal Water Pollution Control Act, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

c) A stipulation that, as a condition for the award of the contract, prompt notice shall be given to Agency by Subrecipient or the prospective contractor or subcontractor of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

d) Contract by the contractor that he shall include or cause to be included the criteria and requirements in this Section 19a. through 19c. of this Section in every non-exempt subcontract and requiring that the contractor shall take such action as the government may direct as a means of enforcing such provisions.

e) In no event shall any amount of the assistance provided under this Contract be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) (42 USC 7413) of the Clean Air Act or Section 309(c) (33 USC 1319) of the Federal Water Pollution Control Act.

20. **RELOCATION.** This Contract is subject to the requirements of Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.) and HUD implementing regulations at 24 CFR Part 42 and 24 CFR 570.606. Subrecipient shall not undertake any of the work contemplated under this Contract if relocation is involved without first obtaining written approval from Agency. Subrecipient shall inform affected persons of the relocation assistance policies and procedures set forth in the regulations at 24 CFR Part 42 and 24 CFR 570.606.

21. **PROPERTY OWNERSHIP AND PROCUREMENT.** The Subrecipient, shall, in the acquisition or improvement of real and personal property with funds provided under this Contract, be subject to all applicable provisions of the Federal Requirements.

a) Any real property under Subrecipient's control which was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must be either used to meet one of the national objectives in 24 CFR 570.208 for five years after the expiration or termination of this Contract, or disposed of in a manner that results in the Agency being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

b) General property and procurement guidelines are contained in 24 CFR Part 570, 2 CFR Part 200 and OMB Circular Number A-133, Attachments N and O (attached hereto and made a part hereof). In all cases in which personal property is sold, the proceeds shall be transferred to Agency for the CDBG program or shall be Program Income, and, personal property not needed by the Subrecipient shall be transferred to Agency for the CDBG program or shall be retained by Subrecipient after compensating the Agency.

c) Real property shall be acquired in accordance with Title III, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (at 24 CFR Part 42).

22. **USE OF DEBARRED, SUSPENDED OR PROHIBITED PARTIES.** Subrecipient shall not use any Project Funds, directly or indirectly, to award contracts to, or otherwise engage the services of, or fund any contractor or subrecipient during any period of debarment, suspension or placement in ineligibility status under the provisions of 24 CFR Part 570. Subrecipient will verify that the Federal Debarred List Registry does not include any contractor or subrecipient prior to awarding contracts and that they will record the date that the Registry was consulted. Subrecipient acknowledges this requirement by initialing here:

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\_\_\_\_ Subrecipient initials

**23. DAVIS-BACON ACT AND STATE PREVAILING WAGES.** If this Contract is for construction, alteration, or repair (including painting and decorating) of public buildings or public works, Subrecipient must comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276a - 276a-5) and all rules, regulations and orders promulgated under said act, unless a determination of exemption from requirements of the Davis-Bacon Act is made and unless the exemption is expressly stated elsewhere in this Contract. Among other provisions, said act establishes minimum wages and fringe benefits; prohibits deductions or rebates from payments; provides for the withholding of funds to assure compliance with wage provisions; and provides for the termination of the Contract and debarment of the Subrecipient for failure so to comply. Additionally, California State Prevailing wages may apply (Section 1720 et seq. of California Labor Code), in which case prevailing wages shall be the higher of either the Davis Bacon wages or the State prevailing wage, as determined by trade.

Prior to starting Project construction, Subrecipient must obtain the Department of Labor General Wage Decision for Sacramento County. The Bid opening shall serve as the Subrecipient's federally-required ten (10) day call, and serves to lock-in applicable prevailing wages throughout the construction phase.

**24. CONSTRUCTION PROVISIONS.** Subrecipient shall comply with the provisions of this Section 24 for all activities pertaining to the construction, prosecution, completion or repair of any building or work financed in whole or in part by CDBG funds provided pursuant to this Contract.

**25. FEDERAL LABOR STANDARDS.** Pursuant to 24 CFR 570.603, for construction, rehabilitation, alteration, or repair of real property (other than residential property containing less than eight units) funded with Project Funds, Subrecipient shall comply, and shall cause all subcontractors on such work to comply, with the applicable provisions of the Davis-Bacon Act, as amended, (40 USC 276a, 276a-5), the Contract Work Hours and Safety Standards Act, as amended, (40 USC 327 et seq.) and all rules, regulations and orders promulgated under said Acts. Among other provisions, said Acts establish minimum wages and fringe benefits; prohibit deductions or rebates from payments; provide for the withholding of funds to assure compliance with wage provisions; and provide for the termination of the contract and debarment of the contractor for failure so to comply. Subrecipient shall also comply, and shall cause all subcontractors on such work to comply, with all other applicable HUD labor requirements, including, without limitation, the requirements of 29 CFR Parts 3 and 5 which govern the payment of wages and the ratio of apprentices and trainees to journeymen. If wage rates higher than those required under such regulations are imposed by state or local law, nothing in this Contract is intended to relieve Subrecipient of its obligations, if any, to require payment of the higher rates. Subrecipient shall cause or require to be inserted, in all such contracts, provisions which subject the parties to the Federal Labor Standards Provision and all other applicable regulations and requirements of HUD. Subrecipient shall not award any contract subject to the provisions of this Section 24.a. of the Contract to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

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

- i. The work to be performed under this Contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
- ii. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract.
- iii. The contract requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area.

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

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

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

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

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

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

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

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

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

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

27. **ARCHITECTURAL BARRIERS ACT.** Subrecipient shall comply with the Architectural Barriers Act of 1968 (42 USC 4151), as applicable, which Act requires that the design of any facility, except a private residence, that is constructed, renovated, remodeled or rehabilitated with funds received pursuant to this Contract shall comply with the "American Standard Specification for Making Buildings and Facilities Accessible, and Usable by, the Physically Handicapped", as described in 41 U.S.C.F.R. 10119.6, and Subrecipient shall cooperate with the Agency in its inspections pursuant to such provisions.

28. **LEAD-BASED PAINT.** The use of lead-based paint is prohibited in any residential structure constructed or rehabilitated with Project Funds, which prohibitions are further described in 24 CFR Part 35, Subpart F. For those properties constructed prior to 1978, Subrecipient shall assure that rehabilitation applicants, purchasers or tenants, as the case may be, shall be notified (i) that the property may contain lead-based paint, (ii) of the hazards of lead-based paint, (iii) of the symptoms and treatment of lead-based poisoning (iv) of the precautions to be taken to avoid lead-based paint poisoning (including maintenance and removal techniques for eliminating such hazards), (v) of the advisability and availability of blood level screening for children under the age of seven years of age, and (vi) that in the event lead-based paint is found on the property, appropriate abatement procedures may be undertaken. Subrecipient shall follow the procedures for the elimination of lead-based paint hazards, to the extent required under 24 CFR 570.608 (c).

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

**MASTER PROJECT AGREEMENT FOR CDBG FUNDING FOR  
PROJECTS AND SERVICES IN SUPPORT OF COMMUNITY  
DEVELOPMENT AND AFFORDABLE HOUSING PROGRAMS IN  
THE CITY OF SACRAMENTO**

This MASTER PROJECT AGREEMENT ("Agreement") is made and entered into as of January 8, 2013, ("Effective Date") by and between the CITY OF SACRAMENTO ("CITY") a municipal corporation, the SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY ("SHRA"), a joint powers authority.

Recitals

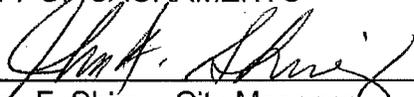
- A. The CITY and SHRA have been working together for 30 years to redevelop various neighborhoods in the City of Sacramento into vibrant, retail, commercial and residential communities.
- B. Since July 12, 1983, SHRA has managed the CITY's Community Development Block Grant (CDBG), Home Investment Partnership (HOME), Emergency Solutions Grant (ESG) and Housing Opportunities for Persons with Aids (HOPWA) programs funded by the US Department of Housing and Community Development (HUD). SHRA's administrative services for managing these HUD grant programs on behalf of CITY is funded with the administrative allowance authorized by HUD.
- C. Previously, the Redevelopment Agency of the City of Sacramento (RDA) was designated to perform the HUD grant draw function on behalf of CITY. The RDA was dissolved by statute (AB 1x 26) as of February 1, 2012. HUD requires a local government unit to perform grant draws and the City Council has designated the Housing Authority of the City of Sacramento ("Authority", a constituent entity of SHRA,) to perform that function for CITY.
- D. HUD has established a new regulation, Homeless Emergency and Rapid Transition to Housing (HEARTH). The City Council has taken action to authorize the Authority to administer the HEARTH regulation on behalf of CITY.
- E. Each year, CITY approves the Action Plan and every five years CITY approves the Consolidated Plan regarding the expenditure of HUD grant funds for all of foregoing HUD programs. From time to time, CITY provides services to the SHRA or the SHRA provides services to the CITY, and undertakes projects which are funded with CDBG grants as set forth in Action Plans as approved by the City Council and the appropriate governing board for SHRA.
- F. The purpose of this Agreement is to authorize the City Manager and the SHRA Executive Director to execute Individual Project Agreements ("IPA") for specific services or improvement projects to be undertaken by SHRA or CITY funded with CDBG grants as set forth in the Action Plans.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual commitments as hereinafter set forth, CITY and SHRA enter into this Agreement for the purpose of establishing each party's rights and obligations with regard to the expenditure of CDBG funds allocated to CITY follows:

1. The services and improvement projects to be performed shall be secured through Individual Project Agreements (IPA) executed by the City Manager on behalf of the CITY and the Executive Director on behalf of SHRA. IPAs may only be executed if the cost to cover such services has been provided for in the SHRA budget. IPAs for CITY improvement projects must be included in the CITY's adopted Capital Improvement Program or otherwise approved by the City Council if such approval is required under the City Code. All services and improvement projects under an IPA must be included in an approved Action Plan.
2. Each IPA shall include, at a minimum, the following items:
  - (a) a specific description of the services to be provided or a scope of work for the project to be completed;
  - (b) the time for performance and termination rights;
  - (c) the amount of compensation;
  - (d) the source of the compensation (or budget item reference);
  - (e) the schedule for payments, if applicable;
  - (f) the department responsible for the provision of services or implementation of the project; and
  - (g) mutual indemnity provisions.
3. Any IPA for either the provision of services or implementation of the project shall be issued only in compliance with all applicable federal, state and local laws, funding source requirements, and the adopted policies of the parties.
4. Each IPA shall become legally binding upon execution of the CITY Manager and the SHRA Executive Director. No prior review shall be required by the City Council or the Sacramento Housing and Redevelopment Commission.
5. This Agreement supersedes City Agreement No. 2001- 224.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CITY OF SACRAMENTO

  
 \_\_\_\_\_  
 John F. Shirey, City Manager

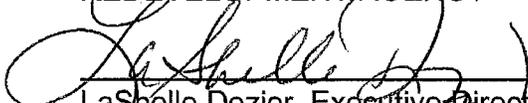
Approved as to Form:

  
 \_\_\_\_\_  
 Senior Deputy City Attorney

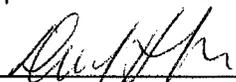
ATTEST:

  
 \_\_\_\_\_  
 Assistant City Clerk  
 2-6-13

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

  
 \_\_\_\_\_  
 LaShelle Dozier, Executive Director

Approved as to Form:

  
 \_\_\_\_\_  
 Agency Counsel

ATTEST:

  
 \_\_\_\_\_  
 Agency Clerk