

RESOLUTION NO. 84-028

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO
ON DATE OF

May 15, 1984

COMMUNITY DEVELOPMENT SERVICES CONTRACT
WITH SACRAMENTO TRANSMIT DEVELOPMENT AUTHORITY

BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY
OF SACRAMENTO:

Section 1. The Executive Director is authorized to execute the attached Community Services Contract with the Sacramento Transit Development Authority to fund the construction of capital improvements along the 12th Street light rail corridor for an amount not to exceed \$273,385.00. The about amount shall come from 1979-80 and 1983 and 1984 City Community Development Block Grant funds set aside for 12th Street Revitalization (Cost Center 4297).

Anne Ruder

CHAIRMAN

ATTEST:

William H. Flynn

SECRETARY

CERTIFIED AS TRUE COPY
REDEVELOPMENT AGENCY

of Resolution # 84-028

17 May 16, 1984

Josaine Magana
Acting Secretary

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(4)

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. TERM

This Agreement shall be for the period commencing on the date this Agreement is executed and ending upon completion of activities described in EXHIBIT A, or on December 31, 1985, whichever is sooner.

2. TERMINATION

- (a) In the event that CITY or AGENCY receives communication from the Federal Government that funds available to CITY under the Housing and Community Development Act of 1974 are to be reduced or withdrawn by the Federal Government, AGENCY may at its option terminate this Agreement immediately.
- (b) Either party shall have the right to terminate this Agreement upon fifteen (15) days written notice thereof being served on the other party.

3. USE OF FUNDS

- (a) SUBGRANTEE shall use all funds provided pursuant to this Agreement exclusively for the purpose of implementing its approved activity, a copy of which is attached hereto marked "EXHIBIT A" and made a part hereof.
- (b) No funds paid by AGENCY hereunder shall be used directly or indirectly by SUBGRANTEE for any political activity whatever.
- (c) SUBGRANTEE shall use monies received pursuant to this Agreement in conformity with the applicable provisions of Volume 24 Code of Federal Regulations, Part 570, issued by the Department of Housing and Urban Development of the United States.
- (d) Program income shall be used in the program operation, and financial records shall document the receipt and expenditure of such funds.
- (e) All funds paid by AGENCY hereunder must be deposited in a non-interest bearing account with a minimum time elapsing between the transfer of funds from AGENCY and the disbursement to SUBGRANTEE.
- (f) SUBGRANTEE shall comply with the regulations, policies, guidelines and requirements of Federal Management Circular 74-4 as they relate to the application, acceptance, and use of Federal funds.

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4. PAYMENT

- (a) AGENCY shall pay to SUBGRANTEE as consideration for the services to be performed under this Agreement an amount not to exceed \$273,385, to be used within the unincorporated area of the City of Sacramento, lawful money of the United States at the times and in the manner following: Said funds shall be paid in monthly increments during the performance of this Agreement. SUBGRANTEE shall file with AGENCY monthly statements of actual expenditures AGENCY shall verify accuracy of such statements and pay for the work performed as rapidly as possible.
- (b) SUBGRANTEE shall notify AGENCY in writing of all authorized personnel who shall be empowered to file requests for payments pursuant to this Agreement. Said authorized personnel shall

5. CONFLICT OF INTEREST

No member, officer, or employee of SUBGRANTEE, or its designees or agents, who exercises any functions or responsibility with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The SUBGRANTEE shall incorporate, or cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

6. NON-DISCRIMINATION

- (a) SUBGRANTEE 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, physical or mental handicap, or age, as more specifically set forth in Section 570.602 of the aforesaid Regulations of the Department of Housing and Urban Development. A copy of said Regulations is attached hereto marked "EXHIBIT B" and made a part hereof. During the performance of this contract, SUBGRANTEE agrees as follows:
- (1) The SUBGRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, physical or mental handicap, or age. SUBGRANTEE shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, physical or mental handicap or age. 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. SUBGRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this nondiscrimination clause.

- (2) SUBGRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of SUBGRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, ancestry, physical or mental handicap, or age.
- (3) SUBGRANTEE will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers representatives of SUBGRANTEE's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) SUBGRANTEE shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) SUBGRANTEE will furnish all information and reports required by Executive Order 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 the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of SUBGRANTEE'S noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and SUBGRANTEE may be declared ineligible for further government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) SUBGRANTEE will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. SUBGRANTEE will take such actions with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; Provided, however, that in the event SUBGRANTEE becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Department, SUBGRANTEE may request the United States to enter into such litigation to protect the interests of the United States.

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(c) SUBGRANTEE further agrees that it will refrain from entering into any subcontract subject to Executive Order 11246 of September 24, 1965, with a subcontractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violations of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Department or Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, SUBGRANTEE agrees that if it fails or refuses to comply with these undertakings, the AGENCY may take any or all of the following actions: cancel, terminate or suspend in whole or in part the grant; refrain from extending any further assistance to the SUBGRANTEE under the program with respect to which the failure or refusal occurred until satisfactory assurance of the future compliance has been received from such SUBGRANTEE; and refer the case to the Department of Justice for appropriate legal proceedings.

7. FEDERAL LABOR STANDARDS

Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, SUBGRANTEE and all subcontractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this Agreement, agrees to comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3, 5 and 5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen; Provided, that if wage rates higher than those required under such regulations are imposed by State or local law, nothing hereunder is intended to relieve SUBGRANTEE of its obligations, if any, to require payment of the higher rates. A copy of the Federal Labor Standards Provisions is attached hereto marked "EXHIBIT C" and made a part hereof. SUBGRANTEE shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of the Federal Labor Standards Provision including the regulation set forth in "EXHIBIT C". No award of the contracts covered under this section of the Agreement shall be made 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.

8. SECTION 3 CLAUSE

This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR, Part 135, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the Funding Approval. SUBGRANTEE shall cause or require to be inserted in full in all subcontracts for work financed in whole or in part with assistance provided under this Agreement, the Section 3 Clause set forth in "EXHIBIT D".

9. FLOOD DISASTER PROTECTION

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3 (a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201 (d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of Section of Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary 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, as amended, 42 U.S.C. 4001 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 Section 102 (a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

10. COMPLIANCE WITH AIR AND WATER ACTS

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, SUBGRANTEE shall cause or require to be inserted in full in all contracts and subcontracts with respect to any non-exempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

- (a) A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (b) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 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.

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- (c) A stipulation that as a condition for the award of the contract, prompt notice will be given 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) Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this section in every non-exempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

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

11. CIVIL RIGHTS COVENANT

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under the Agreement, SUBGRANTEE 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. SUBGRANTEE, in undertaking its obligation in carrying out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

12. LEAD-BASED PAINT

Any work performed or grants or loans made by SUBGRANTEE for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazard under 24 CFR Part 35, Subpart B. SUBGRANTEE shall be responsible for the inspections and certifications required under Section 35.14(f) thereof.

13. ARCHITECTURAL BARRIERS ACT

SUBGRANTEE shall comply with the Architectural Barriers Act of 1968, 42 USCA 1451, which Act requires that the design of any facility, except a private residence, constructed, renovated, remodeled or rehabilitated with funds received pursuant to this Agreement shall comply with the "American Standard Specification for Making Buildings and Facilities Accessible, and Usable by, the Physically Handicapped", Number A-117.1R-1971, subject to the exceptions contained in 41 CFR 101-19.604. Agency will be responsible for conducting inspections to insure compliance with these specifications by SUBGRANTEE.

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14. MONITORING

- (a) CITY'S monitoring agency shall be the AGENCY which shall monitor the program adequacy of SUBGRANTEE in the manner which Agency deems most effective. SUBGRANTEE shall cooperate with AGENCY in such monitoring.
- (b) SUBGRANTEE shall prepare and submit to AGENCY reports in the form and manner prescribed by Agency.
- (c) Such reports shall be subject to audit by the CITY Auditor-Controller.

15. RECORDS

- (a) SUBGRANTEE shall keep all necessary books and records, including property, personnel and financial records, in connection with the operation and services performed under this Agreement, in accordance with provisions of OMB Circular No. A-102 Attachment G (as amended), a copy of which is attached and made a part hereof as "EXHIBIT E" and shall document all transactions so the CITY Auditor-Controller may properly audit all expenditures made pursuant to this Agreement. SUBGRANTEE shall maintain and preserve all records related to this Agreement in its possession for a period of six (6) years from the effective date of this Agreement, unless otherwise directed by AGENCY/CITY. All books, records and accounts kept by SUBGRANTEE in connection with the performance of this Agreement shall be made available to AGENCY/CITY personnel upon request.
- (b) Required performance records shall be filed monthly with AGENCY on the form attached hereto as "EXHIBIT F".
- (c) SUBGRANTEE shall maintain data as required in 24 CFR 570.901 and 24 CFR Subpart J - 570.510.

16. INDEMNIFICATION AND INSURANCE

- (a) SUBGRANTEE shall indemnify, defend and hold harmless CITY and AGENCY, their officers, agents and employees from and against any and all claims, losses, liabilities or damages, including attorneys fees arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder. Without limiting SUBGRANTEE'S indemnification, SUBGRANTEE shall maintain in force at all times during the performance of this Agreement a policy or policies of insurance covering its operations. Certificates evidencing the maintenance of SUBGRANTEE'S insurance coverage shall be filed with AGENCY on or before the effective date of this Agreement, and AGENCY shall be given notice in writing at least thirty (30) days in advance of cancellation or modification of any policy. The following policies on insurance shall be procured by SUBGRANTEE:

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- (1) General Liability. Such policy shall include, but is not limited to contractual liability, public liability, and property damage coverage. This policy's single limit liability amount shall not be less than One Million Dollars (\$1,000,000).
 - (2) Automobile. If motor vehicles are used in performing services hereunder, automobile insurance coverage must be obtained with not less than One Million Dollars (\$1,000,000) single limit liability.
 - (3) Workmen's Compensation. Such policy must cover all SUBGRANTEE'S employees. Limits of liability for employer's liability shall be at least One Hundred Thousand Dollars (\$100,000).
 - (4) Fidelity Bond. Any officers, employees and agents of SUBGRANTEE handling or having access to funds or authorization to sign or countersign checks shall be covered by a blanket fidelity bond in the amount of Ten Thousand Dollars (\$10,000) issued by a corporate surety authorized to do business in the State of California. Said bond shall not be cancelled or modified except upon thirty (30) day written notice to AGENCY.
- (b) If grant requires bidding of contracting or subcontracting for construction or facility improvements, the following bonds shall be procured by SUBGRANTEE:
- (1) Bid Guaranty. The bid must be accompanied by a bidder's bond, certified check, or cashier's check in an amount not less than ten percent (10%) of the amount bid. The bidder's bond must be executed in favor of CITY and AGENCY, and the certified check or cashier's check must be made payable to AGENCY. AGENCY shall be authorized to forfeit to AGENCY such sums from said bond or certified check or cashier's check as necessary to reimburse AGENCY for costs incurred for failure of the successful bidder to enter into a contract. The amount of said bond or certified check or cashier's check shall not be deemed to constitute a penalty or liquidated damages. AGENCY shall not be precluded by such bond or certified check or cashier's check from recovering from the defaulting bidder, damages in excess of the amount of said bond or certified check or cashier's check incurred as a result of failure of the successful bidder to enter into a contract.
 - (2) Contract Bonds. As a part of the execution of the contract, SUBGRANTEE shall furnish corporate surety bonds to the benefit of CITY and AGENCY of a surety company acceptable to AGENCY and authorized to do business in the State of California, as follows:

- A. Faithful Performance Bond - in a sum not less than one hundred percent (100%) of the total contract price as set forth in the Agreement, to guarantee the faithful performance of all covenants and stipulations of the contract. The bond shall contain a provision that the surety thereon waives the provision of Section 2819 of the Civil Code of the State of California.
- B. Payment Bond - in a sum not less than one hundred percent (100%) of the total contract price as set forth in the Agreement to guarantee the payment of wages and of bills contracted for materials, supplies, or equipment used in the performance of the contract. The bond shall be in accordance with the provisions of Sections 3225 to 3228, inclusive, and Sections 3247 to 3252, inclusive, of the Civil Code of the State of California, and any acts amendatory thereof, and shall, by its terms, inure to the benefit of all persons, companies or corporations entitled to file claims under Section 3181 of the Civil Code of the State of California. Said bond shall also contain a provision that the surety thereon waives the provisions of Section 2819 of the Civil Code of the State of California. Section 18806 of the State of California Revenue and Taxation Code shall also be applicable.
- C. Nothing in this Agreement shall be deemed to conflict with Insurance Requirements of Section I, Section 11.04.60 of the Sacramento County Codes, Airports, or Standard Construction Specifications.

17. RELOCATION AND DISPLACEMENT

This Agreement is subject to the requirements of Title II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations at 24 CFR Part 24 and Section 570.606 and 570.612. SUBGRANTEE shall not undertake any of the work contemplated under this Agreement if relocation is involved without first obtaining written approval from AGENCY. SUBGRANTEE shall inform affected persons of the relocation assistance policies and procedures set forth in the regulations at 24 CFR 42 and Section 570.606 and 570.612.

18. SUBCONTRACTS

SUBGRANTEE shall not enter into subcontracts for any of the work contemplated under this Agreement without first obtaining written approval from Agency. SUBGRANTEE must follow the procedures as set forth in "EXHIBIT G" for all projects which involve construction or retention of engineering and/or architectural consultants.

19. ASSIGNMENT

Without written consent of AGENCY this Agreement is not assignable by SUBGRANTEE, either in whole or in part.

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20. ALTERATION

No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

21. WAIVER

AGENCY's waiver of any default, breach or condition precedent shall not be construed as a waiver on the part of the AGENCY of any other default, breach or condition precedent, or any other right hereunder.

22. PROPERTY OWNERSHIP AND PROCUREMENT

(a) At the expiration of this Agreement or in the event this Agreement is not fully performed to the satisfaction of AGENCY, any and all nonexpendable furnishings, equipment or other personal property having a useful life of more than one (1) year and a purchase price of Three Hundred Dollars (\$300) or more purchased pursuant to this Agreement and not consumed in the performance of this Agreement shall become the property of AGENCY. Such property shall be delivered to AGENCY upon written notification by AGENCY to SUBGRANTEE.

(b) Real property acquired by SUBGRANTEE from funds made available by this Agreement shall be used solely for the purposes set forth in this Agreement. Should SUBGRANTEE or its successors at any time abandon the use of said property or fail at any time to use the same for the purposes herein required, AGENCY shall have the right to take possession of said property and all right, title and interest of SUBGRANTEE in and to said property shall cease and terminate.

SUBGRANTEE shall on demand execute and deliver to CITY a deed to said property. No real property shall be acquired by deed or lease without prior approval of AGENCY.

(c) Property acquired in whole or in part with funds provided pursuant to this Agreement shall be managed in accordance with the provisions of OMB A-102 Appendices N and O (as amended) and amendments to become effective thereto during the term of this Agreement, a copy of which is attached and made a part hereof as "EXHIBIT G".

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

23. OTHER REQUIREMENTS

SUBGRANTEE shall comply with applicable City, State of California, or other governmental agency regulations and requirements including but not limited to issuance of building permits, use permits, variances, and Air Pollution Control District permits.

24. QUALITY OF WORKMANSHIP

All construction and rehabilitation work performed under this Agreement is subject to City Building Codes and must pass City inspection.

25. STATUS OF SUBGRANTEE

SUBGRANTEE and the agents and employees of SUBGRANTEE in the performance of this Agreement shall act in an independent capacity and not as officers or employees or agents of CITY or AGENCY.

26. SUCCESSORS

This Agreement shall bind and inure to the successors in interest of AGENCY and SUBGRANTEE in the same manner as if such party has been expressly named herein.

27. TIME

Time is of the essence of this Agreement.

28. NOTICE

All notices and communications between the parties shall be addressed as follows:

NOTICE TO AGENCY: Redevelopment Agency of the
City of Sacramento
630 I Street
Sacramento, California 95814

NOTICE TO SUBGRANTEE:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

APPROVED AS TO FORM:

REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

Agency Counsel

By _____
WILLIAM H. EDGAR, Executive Director

APPROVED:

Finance Department

By _____

Cost Code _____
Organization No. _____

Title _____

Organization Approval

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