



# CITY OF SACRAMENTO CALIFORNIA

OFFICE OF THE  
CITY MANAGER

July 9, 1980

CITY HALL  
915 I STREET - 95814  
(916) 449-5704

City Council  
Sacramento, California

Honorable Members in Session:

SUBJECT: 1980-81 Community Development Block Grant Activities to be Implemented by the Redevelopment Agency and Housing Authority of the City of Sacramento

### SUMMARY

This report regards a resolution authorizing the Redevelopment Agency and Housing Authority of the City of Sacramento to implement specified 1980-81 Community Development Activities for which the City of Sacramento has received federal funds pursuant to the Community Development Block Grant (CDBG) Program.

The staff recommends that the City Council adopt the attached resolution.

### BACKGROUND INFORMATION

The City of Sacramento's 1980-81 CDBG Application was approved by the Department of Housing and Urban Development on June 23, 1980. The application includes numerous projects to be undertaken and completed by the Redevelopment Agency and Housing Authority.

On December 1, 1976, the City executed the Agreements No 76-129 and 76-130. The agreements set forth the terms and conditions that the City and Agency will follow in transferring Community Development Block Grant funds to the Agency and Housing Authority to carry out projects pursuant to the CDBG program.

The attached resolution authorizes the Redevelopment Agency and Housing Authority to implement specified Community Development Activities pursuant to City Agreements No. 76-129 and 76-130.

On July 9, 1980 the City Council received a report from the Sacramento Housing and Redevelopment Commission recommending a 13-point plan establishing policies and priorities to modify the SHRA rehabilitation programs. The report was referred to the Budget/Finance Committee for review and consideration. The Committee will be reviewing the matter during the next 30-60 days. Because of the significance of the report and Committee review, the staff proposes as an interim measure, the amounts of CDBG funding for rehabilitation being transferred to the Agency are to be only 25% of the total amount of funding

approved by HUD. The balance of funding would be transferred upon approval of the subject report.

<u>Project</u>	<u>Amount to be Transferred 7-15-80</u>	<u>Balance to be Transferred After Approval of Report</u>	<u>Total</u>
Alkali Flat PAC	\$ 70,000	\$ -0-	\$ 70,000
Del Paso Heights PAC	83,500	-0-	83,500
Oak Park PAC	103,000	-0-	103,000
Meadowview Community Council	40,000	-0-	40,000
Fair Housing Program	40,000	-0-	40,000
HO/HI Program Administration	25,000	75,000	100,000
Residential Site Acquisition Program	250,000	-0-	250,000
Federal Section 312 Loan Administration	50,000	150,000	200,000
Sacramento Neighborhood Assistance Program	175,000	525,000	700,000
Painting/Beautification Program	37,500	112,500	150,000
Relocation Assistance: Rehabilitation	13,750	41,250	55,000
CD Rehabilitation Grant Program	87,500	262,500	350,000
Housing Opportunity Program for Emergency Repairs	62,500	187,500	250,000
	<u>\$1,037,750</u>	<u>\$1,353,750</u>	<u>\$2,391,500</u>

FINANCIAL DATA

The attached resolution authorizes transfer of \$975,250 to the Redevelopment Agency and \$62,500 to the Housing Authority, a total of \$1,037,750.

RECOMMENDATION

The staff recommends that the City Council adopt the attached resolution.

Respectfully submitted,



Andy Pfescia  
Senior Management Analyst

Recommendation Approved:

William H. Edger  
Walter J. Slipe  
City Manager

All Districts  
July 15, 1980

# RESOLUTION No. 80-464

Adopted by The Sacramento City Council on date of

A RESOLUTION AUTHORIZING THE REDEVELOPMENT AGENCY AND THE HOUSING AUTHORITY TO EXECUTE THE CITY OF SACRAMENTO'S COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

## Section 1.

That the Redevelopment Agency of the City of Sacramento and the Housing Authority of the City of Sacramento are hereby authorized to undertake and complete the activities set forth in Section 2 and 3 of this Resolution for which the City of Sacramento has received federal funds pursuant to the Community Development Block Grant program in accordance with City Agreements No. 76-129 and 76-130 executed on December 1, 1976.

## Section 2.

The following projects and expenditures, as more particularly described in the City of Sacramento's 1980-81 Community Development Block Grant Application are hereby authorized to be carried out by the Redevelopment Agency of the City of Sacramento:

1. Alkali Flat Project Area Committee	\$ 70,000
2. Del Paso Heights Project Area Committee	83,500
3. Oak Park Project Area Committee	103,000
4. Meadowview Community Council	40,000
5. Fair Housing Program	40,000
6. HO/HI Program Administration	25,000
7. Residential Site Acquisition Program	250,000
8. Federal Section 312 Loan Administration	50,000
9. Sacramento Neighborhood Assistance Program (SNAP)	175,000
10. Painting/Beautification Program	37,500
11. Relocation Assistance: Rehabilitation Program	13,750
12. CD Rehabilitation Grant Program	87,500

## Section 3.

The following project and expenditures, as more particularly described in the City of Sacramento's 1980-81 Community Development Block Grant Application are hereby authorized to be carried out by the Housing Authority of the City of Sacramento:

1. Housing Opportunity Program for Emergency Repairs (HOPE)	\$ 62,500
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- MAYOR

ATTEST:

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CITY CLERK

A G R E E M E N T

THIS AGREEMENT, made this 1<sup>ST</sup> day of December, 1976, by and between the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, a public body, corporate and politic (herein referred to as the "Agency"), and the CITY OF SACRAMENTO, a municipal corporation (herein referred to as the "City").

W I T N E S S E T H:

WHEREAS, City has prepared and submitted and the Department of Housing and Urban Development has approved applications for funds under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the parties hereto desire to provide for the undertaking and completion of certain activities by the Redevelopment Agency pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, it is mutually agreed as follows:

1.(a) Whenever the City Council authorizes by resolution a transfer of Community Development Block Grant Funds to the Redevelopment Agency to carry out certain activities, the City shall pay such funds in increments based upon Agency's submittal of reports explaining the activities and expenditures for which such funds are required and in accordance with procedures to minimize the time elapsing between the transfer of funds from City and the disbursement by Agency in accordance with Federal regulations governing Community Development Block Grants. (24 CFR Part 570, specifically §§579.502, 570.505, and 570.907. and the Standards for Grantee Financial Management Block Grant Funds - Appendix G of Federal Management Circular 74-7).

1 Resolutions authorizing transfer of such funds shall  
2 become a part of this agreement and shall be incorporated herein  
3 by reference as though fully set forth herein.

4 2. Except as otherwise directed by City, Agency shall  
5 utilize said amount solely for the activities described in the  
6 resolution authorizing transfer of funds; and shall complete  
7 such activities within two years of the date of approval of the  
8 resolution authorizing funds to be transferred provided, however,  
9 that the parties by mutual agreement may extend said time for  
10 completion.

11 3.(b) Agency shall use such funds and carry out such  
12 activities and keep records in accordance with Federal  
13 Regulations Governing Community Development Block Grants (24 CFR  
14 Part 570), in accordance with all other applicable laws, regulations  
15 and ordinances and in accordance with such additional terms and  
16 conditions as set forth in the resolution authorizing transfer  
17 of funds.

18 4. Any income received by Agency in carrying out the  
19 activities referred to in paragraph 2 of this agreement and the  
20 proceeds from the sale of all property acquired with funds  
21 received pursuant to paragraph 1 of this agreement shall be  
22 immediately returned to City as program income in accordance  
23 with 24 CFR §570.506.

24 5. Agency shall provide all information, records and  
25 other assistance necessary to enable City to complete annual  
26 performance reports required by 24 CFR §570.906.

27 6. Agency, its officers, agents and employees shall  
28 indemnify and hold harmless and defend the City, its officers,

1 agents and employees against any and all claims, demands,  
2 damages or costs arising out of activities undertaken pursuant  
3 to this agreement, except, however, that nothing contained  
4 herein shall require the Agency to indemnify or save harmless  
5 the City from liability or damages resulting from the negligence  
6 of City, or its officers, agents or employees. The City shall  
7 indemnify, hold harmless and defend the Agency, its officers,  
8 agents and employees against any and all claims or demands which  
9 may be made solely by reason of the negligence of the City, or  
10 its officers, agents or employees.

11 REDEVELOPMENT AGENCY OF THE  
12 CITY OF SACRAMENTO, a public body,  
13 corporate and politic

14 *William G. Soren*

15 CITY OF SACRAMENTO, a municipal  
16 corporation

17 *Walter J. Olive*

CITY MANAGER

18 ATTEST:

19 *Joe Poma*

CITY CLERK

20  
21 APPROVED AS TO FORM:

22 *Theodore H. Kelley*  
23 *Assistant* CITY ATTORNEY

A G R E E M E N T

THIS AGREEMENT, made this 1<sup>ST</sup> day of December, 1976, by and between the HOUSING AUTHORITY OF THE CITY OF SACRAMENTO, a public body, corporate and politic (herein referred to as the "Agency"), and the CITY OF SACRAMENTO, a municipal corporation (herein referred to as the "City").

W I T N E S S E T H:

WHEREAS, City has prepared and submitted and the Department of Housing and Urban Development has approved applications for funds under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the parties hereto desire to provide for the undertaking and completion of certain activities by the Housing Authority pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, it is mutually agreed as follows:

- 1.(a) Whenever the City Council authorizes by resolution a transfer of Community Development Block Grant Funds to the Housing Authority to carry out certain activities, the City shall pay such funds in increments based upon Agency's submittal of reports explaining the activities and expenditures for which such funds are required and in accordance with procedures to minimize the time elapsing between the transfer of funds from City and the disbursement by Agency in accordance with Federal regulations governing Community Development Block Grants. (24 CFR Part 570, specifically §§579.502, 570.505, and 570.907. and the Standards for Grantee Financial Management Block Grant Funds - Appendix G of Federal Management Circular 74-7).

City Agreement No. 76130

1 Resolutions authorizing transfer of such funds shall  
2 become a part of this agreement and shall be incorporated herein  
3 by reference as though fully set forth herein.

4 2. Except as otherwise directed by City, Agency shall  
5 utilize said amount solely for the activities described in the  
6 resolution authorizing transfer of funds; and shall complete  
7 such activities within two years of the date of approval of the  
8 resolution authorizing funds to be transferred provided, however,  
9 that the parties by mutual agreement may extend said time for  
10 completion.

11 3.(b) Agency shall use such funds and carry out such  
12 activities and keep records in accordance with Federal  
13 Regulations Governing Community Development Block Grants (24 CFR  
14 Part 570), in accordance with all other applicable laws, regulations  
15 and ordinances and in accordance with such additional terms and  
16 conditions as set forth in the resolution authorizing transfer  
17 of funds.

18 4. Any income received by Agency in carrying out the  
19 activities referred to in paragraph 2 of this agreement and the  
20 proceeds from the sale of all property acquired with funds  
21 received pursuant to paragraph 1 of this agreement shall be  
22 immediately returned to City as program income in accordance  
23 with 24 CFR §570.506.

24 5. Agency shall provide all information, records and  
25 other assistance necessary to enable City to complete annual  
26 performance reports required by 24 CFR §570.906.

27 6. Agency, its officers, agents and employees shall  
28 indemnify and hold harmless and defend the City, its officers,



1 agents and employees against any and all claims, demands,  
2 damages or costs arising out of activities undertaken pursuant  
3 to this agreement, except, however, that nothing contained  
4 herein shall require the Agency to indemnify or save harmless  
5 the City from liability or damages resulting from the negligence  
6 of City, or its officers, agents or employees. The City shall  
7 indemnify, hold harmless and defend the Agency, its officers,  
8 agents and employees against any and all claims or demands which  
9 may be made solely by reason of the negligence of the City, or  
10 its officers, agents or employees.

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

*Wanda Lee*  
\_\_\_\_\_

15 CITY OF SACRAMENTO, a municipal  
16 corporation

*Walter J. Lips*  
\_\_\_\_\_ CITY MANAGER

18 ATTEST:

*Joe Pappas*  
\_\_\_\_\_ CITY CLERK

21 APPROVED AS TO FORM:

*G. M. Kelley*  
\_\_\_\_\_ CITY ATTORNEY  
*Assistant*