

5.4



November 5, 1992

Redevelopment Agency of the
City of Sacramento
Sacramento, California



Honorable Members in Session:

SUBJECT: PILOT NEIGHBORHOOD ANALYSIS PROGRAM

LOCATION

Districts 7 and 8

SUMMARY

Agency staff is preparing to embark on its periodic reassessment of City and County neighborhoods from the perspective of which areas should receive Community Development Block Grant funds and other assistance programs administered by the Agency. In the past, the staff has used a variety of means by which to assess the needs of various neighborhoods.

This report recommends an allocation of funds and release of a request for proposal (RFP) to develop an early intervention strategy for aging suburban areas which are experiencing early signs of physical deterioration and other social problems. A portion of South Sacramento which is partly in the City of Sacramento and partly in the unincorporated area is recommended as a pilot study area.

COMMISSION ACTION

At its meeting of October 21, 1992, the Sacramento Housing and Redevelopment Commission adopted a motion recommending approval of the attached resolution. The votes were as follows:

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AYES: Amundson, Diepenbrock, Inglis, Moose, Williams,
Wooley, Simon
NOES: None
ABSENT: Cespedes, Simpson, Yew

STAFF RECOMMENDATION

Staff recommends adoption of the attached resolution which: 1) authorizes release of an RFP to develop an early intervention strategy for that portion of South Sacramento identified on the attached map (see Attachment I); and 2) allocates \$35,000 for this strategy. The resolution also authorizes the Executive Director to: 1) establish a selection committee to review the proposals and select a consultant; and 2) enter into a contract with the selected consultant subject to approval by Sacramento Housing Redevelopment Commission.

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BACKGROUND

The Sacramento Housing and Redevelopment Agency has long been involved in developing intervention strategies for seriously depressed areas. Frequently, these areas have serious infrastructure deficiencies, older struggling commercial areas with higher levels of vacancy and disinvestment, a declining housing stock stemming from outdated (pre-1950) development patterns and housing conditions which are no longer accepted as "standard." Typically, these are "inner-city" areas.

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The staff does not often think of suburban neighborhoods as sharing the crime, disinvestment, and deterioration of older urban centers. Unfortunately, however, certain post-1960 suburban neighborhoods are showing signs of these traditionally "urban" problems. Examples of such neighborhoods can be found in several of the older suburban areas of Sacramento. These areas are characterized by pockets of crime, deteriorated housing stock, drug and gang activity and violence, a high incidence of poverty, a high percentage of investor-owned properties, above-average high school drop-out rates, above-average unemployment, and inadequate retail and support services.

These suburban neighborhoods constitute an important housing and community resource. Affordable housing, parks, schools, and a huge infrastructure investment are all present in each of the areas at risk. The Agency staff would like to explore the development of an "early warning" system to identify nascent problems in suburban areas and the preparation of low-cost "early intervention" strategies which capitalize on the use of existing governmental and supportive programs, in somewhat reformulated packages, which can reverse early signs of decline.

Over the years, in response to various urban problems, the City, the County, and the Sacramento Housing and Redevelopment Agency have developed a variety of tools by which to intervene in and deal with neighborhood problems. These tools range from the Police Department's Neighborhood Watch, Problem Oriented Policing, and Neighborhood Reclamation Policing programs; the City Neighborhood Services Department's Neighborhood Challenge and code enforcement programs; and the Agency's rental and home owner rehabilitation loan, Neighborhood Conservation, and Community Development Block Grant programs, Enterprise Zones, special targeted neighborhood coordination efforts (as in Meadowview and Southside), and redevelopment area designation. These tools range from those which are less crisis-oriented and intensive to those which are more crisis-oriented, and hence more intensive, intervention mechanisms.

For example, Neighborhood Watch and Neighborhood Challenge are viewed as less crisis- and more preventive-oriented measures. The use of eminent domain in redevelopment areas and certain policing and condemnation functions are the most intensive and crisis-oriented. Additionally, some programs are targeted to very limited specific problems without attempting to deal with the full scope of neighborhood concerns, while other tools are more comprehensive.

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Ideally, the level of neighborhood distress should determine the number and mixture of intervention tools.

Government programs are often initiated in neighborhoods in a reactive mode. The staff rarely intervene in any significant way to prevent an area from slipping from mildly troubled to very troubled. Often intervention is begun too late at higher costs and with reduced probability of remediation. Additionally, since different agencies provide the various tools, coordination of efforts can be difficult. Finally, although the tools may be appropriate in central city neighborhoods, they are not always the right tools to address a suburban neighborhood's problems.

Agency staff is interested in developing effective intervention strategies which can be applied to aging suburban areas experiencing early signs of decay. Staff is particularly interested in the development of an "early warning" system which can alert staff to preliminary signs of decline and which capitalizes on existing government programs and resources, possibly with reformulated policies, which can address and reverse early signs of decline.

Potential intervention strategies might include:

- Support for existing and new neighborhood organizations
- Neighborhood Watch
- Problem Oriented Policing (POP) Program
- First-time home buyer programs
- Identification of problem landlords and increased code enforcement
- Residential "maintenance and repair" loans
- Focused job training and skills development programs
- Targeted social services
- Youth activities and employment opportunities
- Marketing and "image building" for troubled neighborhoods
- Formation of business improvement districts
- Public/private development partnerships
- Community clean-ups, paint programs and tree plantings
- Partnership building with schools and businesses

All of these intervention strategies are being implemented in neighborhoods in the city and county. Unfortunately, no systematic plan has been put in place to analyze our neighborhoods, identify early problems and apply these remedial concepts systematically.

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The staff proposes that a study be done of a neighborhood in Sacramento that is beginning to demonstrate decline but has not yet reached a critical stage of deterioration. The area recommended for study is the area bordered by Florin Road on the north, Highway 99 on the east, Sheldon and Sims roads on the south, and the Western Pacific Railroad alignment on the west. Attachment I shows a map of the area. Much of the area was built out in the 1960s, although some new development is still underway. It is characterized by an overall good quality housing stock, good freeway access, and adequate infrastructure. However, the community is beginning to show signs of distress such as: increased police calls, growing numbers of investor-owned properties, growing numbers of problem rental properties and boarded-up units, pockets of poverty, and growing high school drop-out rates. The purpose of the study is to identify ways to apply existing services rather than creating new services and new expenditures. Emphasis should be placed on empowering neighborhood residents to take control of their own areas by providing them with the basic tools by which to do so.

The proposed Study would accomplish the following:

- 1) Investigate the causes and symptoms of the neighborhood's decline by assessing the physical environment; census and other data measuring income, ethnicity, education, poverty, unemployment, crime, ownership patterns, and level of new investment; and interviews and anecdotal information. Interviewing could be accomplished through focus groups or individual interviews with apartment owners, realtors, home owners, tenants, area business persons, school representatives, youth, police, representatives of job training/employment agencies, religious leaders from the community, and members of neighborhood associations.
- 2) Identify strengths and resources currently available in the neighborhood.
- 3) Catalog the types, purposes, capabilities, and appropriateness of existing intervention tools, and determine which tools are currently being pursued in the area and assess their effectiveness.

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- 4) Investigate intervention tools used by other cities and counties.
- 5) Determine an intervention program and the cost of such a program. Emphasis must be on use of existing services and programs. The proposed intervention program should include a mechanism by which neighborhood residents can advise and guide the public sector on the delivery of services.
- 6) Identify institutional, organizational and financial barriers for implementation of the intervention program by meeting with representatives of concerned agencies and community leaders, and attempt to develop resolutions to those barriers.
- 7) Identify applications of the findings of the analysis to other similar suburban areas in the city and county.

This proposal will assist staff in a city- and county-wide assessment of neighborhoods. This assessment will include review of 1990 Census data and assessment of the housing stock, home ownership patterns, public infrastructure, and crime and poverty statistics throughout neighborhoods in the city and county. This information will be used by staff to develop housing and economic development strategies for neighborhoods based on need and level of health and distress. In addition, this information will be used to help determine the best way to allocate future Community Development Block Grant (CDBG) and HOME funds. In 1993, staff will be proposing a new Three-Year Plan for the CDBG Program. The outcome of this neighborhood analysis will be used to assist the development of the Three-Year Plan for the most strategic use of these CDBG funds. The analysis will also help determine the most strategic use of HOME funds. This component of the neighborhood intervention study will likely take a full year and will primarily be done by staff.

Request For Proposals

The draft RFP document is shown as Attachment II. As noted in the RFP, The staff is not seeking a theoretical research piece but instead a practical implementation strategy and a series of

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that will enable better delivery of services to the subject neighborhood as well as improved service delivery and use of intervention tools to all neighborhoods based on level of need.

Proposals submitted must include:

1. An outline of the methodology of the study including a breakdown by tasks, noting parties responsible and a time line for completion of the study.
2. Statement of why the firm is best qualified to accomplish the study including a listing of relevant experience/research projects and an indication of the firm's familiarity with city and county services and related institutions.
3. Proposed cost of study.
4. Resumes of the key participants and the role of each participant, including identification of lead personnel.
5. References.

Selection Criteria

Proposals submitted in response to the RFP will be evaluated on the following criteria:

- Responsiveness to the RFP and quality of the proposal to achieve the objectives of the study.
- Experience in statistical and research methods.
- Practical experience in developing and evaluating programs/strategies to help distressed neighborhoods.
- Success in completing similar studies within requested time frame.
- Knowledge of SHRA, the City, the County, and public and non-profit neighborhood institutions and service providers.
- Responses from references.

Selection Panel

A selection panel will be established by the Executive Director to review all proposals submitted and recommend a selection to the

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Sacramento Housing and Redevelopment Commission. The panel will consist of the following members or their designees:

The Community Development Director of the Sacramento Housing and Redevelopment Agency; a County Environmental Services Department Representative; the City Neighborhood Services Director; a Sacramento Housing and Redevelopment Commissioner; and a Community Services Planning Council representative.

Resources Work Group

Staff recommends the establishment of a resources work group to work with the consultant in completing the Neighborhood Study. The resources work group should include representation from the following agencies, programs or organizations.

- Problem Oriented Policing Program
- Elk Grove Unified School District
- Sacramento Employment and Training Agency
- County Sheriff's and City Police departments
- County Environmental Health Department
- City Neighborhood Services Department
- City Parks and Community Services Department
- City and County Planning departments
- Citizen's Assistance Officer from the City Manager's Office
- Community Services Planning Council
- County Executive's Office Representative
- City Economic Development Department
- County Human Services Department
- Apartment Owners Association
- Legal Services
- Sacramento Housing and Redevelopment Agency
- Sacramento Association of Realtors

Timeline

- RFP release November 15, 1992
- RFP due to Agency Clerk December 16, 1992
- Selection interviews January 5 - January 10, 1993
- Consultant approval February 15, 1993
- Study first draft June 15, 1993

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FINANCIAL CONSIDERATIONS

This report recommends the allocation of \$35,000 to fund the Early Intervention Study. Funds are available from Community Development Department administrative funds.

POLICY CONSIDERATIONS

The proposed actions are consistent with the adopted Agency goal to develop neighborhood intervention policies. No new policies are proposed at this time.

ENVIRONMENTAL REVIEW

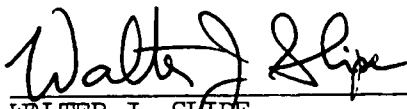
The proposed action does not constitute a project under CEQA per Guidelines Section 15378(b)(3), nor a federal undertaking under NEPA.

M/WBE

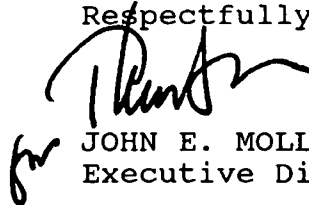
Agency M/WBE policy will apply to the RFP discussed in this report.

Respectfully submitted by,

TRANSMITTAL APPROVED BY:



WALTER J. SLIFE
City Manager


for JOHN E. MOLLOY
Executive Director

Contact Person: Anne Moore, Assistant Director, 440-1322

acl\StaffRpt\ValleyHi

RESOLUTION NO. 92-100

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

ON DATE OF _____

REQUEST FOR PROPOSAL FOR EARLY INTERVENTION STUDY; APPOINTMENT OF SELECTION COMMITTEE; EXECUTION OF CONTRACT; AND AMENDMENT OF BUDGET

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

Section 1: The Sacramento Housing and Redevelopment Agency ("Agency") is authorized to release a Request for Proposals for a consultant to develop a Early Intervention Study.

Section 2: The Agency is authorized to establish a Selection Committee to review all proposals submitted. The Committee members shall include the Agency's Community Development Director or her designee, a County Environmental Services Department representative, the City Neighborhood Services Director or his designee, an Agency Commission member, and a Community Services Planning Council representative.

Section 3: The Executive Director or his designee is authorized to execute a contract with the selected consultant as approved by the Sacramento Housing and Redevelopment Commission in conjunction with the Redevelopment Agency of the County of Sacramento, in an amount not to exceed \$35,000 in a form approved by Agency counsel.



FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

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Section 4: The Agency's budget is hereby amended to reallocate \$35,000 from the Community Development Department administrative budget to the Study. This amount is not additional to the amount reallocated by the Redevelopment Agency of the County of Sacramento for the same purpose.

CHAIR

ATTEST:

CLERK

F:\VAC\STAFFRES\ValleyHi.Ann

FOR CITY CLERK USE ONLY

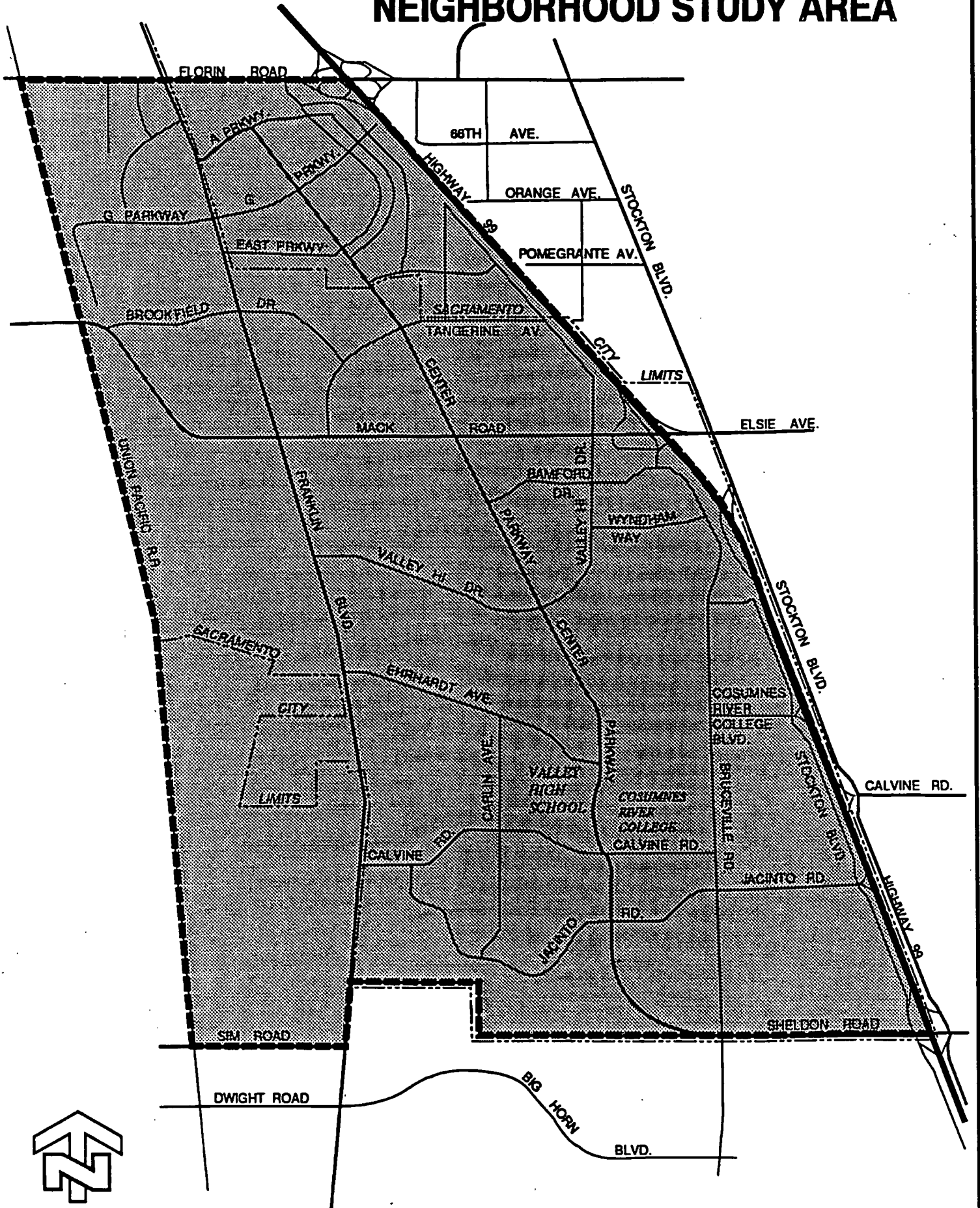
RESOLUTION NO.: _____

DATE ADOPTED: _____

(10A)

100

NEIGHBORHOOD STUDY AREA



REQUEST FOR PROPOSALS
NEIGHBORHOOD INTERVENTION STUDY

The Sacramento Housing and Redevelopment Agency is requesting proposals from consultant to develop effective intervention strategies which can be applied to aging suburban areas experiencing early signs of decay. The Agency is particularly interested in the development of an "early warning" system which can alert staff to preliminary signs of decline and which capitalizes on existing government programs and resources, possibly with reformulated policies, which can address and reverse early signs of decline.

Potential intervention strategies might include:

- o Support for existing and new neighborhood organizations
- o Neighborhood Watch programs
- o Problem Oriented Policing programs
- o First-time home buyer programs
- o Identification of problem landlords and increased code enforcement
- o Residential "maintenance and repair" loans
- o Focused job training and skills development programs
- o Targeted social services
- o Youth activities and employment opportunities
- o Marketing and "image building" for troubled neighborhoods
- o Formation of business improvement districts
- o Public/Private development partnerships
- o Community clean-ups, paint programs and tree plantings
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All of these intervention strategies are being implemented in neighborhoods in the city and county. Unfortunately, no systematic plan has been put in place to analyze our neighborhoods, identify early problems and apply these remedial concepts systematically.

The Agency proposes that a study be done of a neighborhood in Sacramento that is beginning to demonstrate decline but has not yet reached a critical stage of deterioration. The area recommended for study is the city and county area bordered by Florin Road on the north, Highway 99 on the east, Sheldon and Sims roads on the south, and the Western Pacific Railroad alignment on the west. Attachment I is a map of the area. Much of the area was built out in the 1960s, although some new development is still underway. It is characterized by an overall good quality housing stock, good freeway access, and adequate infrastructure. However, the community is beginning to show signs of distress such as: increased police calls, growing numbers of investor-owned properties, growing numbers of problem rental properties and boarded-up units, pockets of poverty, and growing high school drop-out rates. The purpose of the study is to identify ways to apply existing services rather than creating new services and new expenditures. Emphasis should be placed on empowering neighborhood residents to take control of their own areas by providing them with the basic tools by which to do so.

SCOPE OF SERVICES

At a minimum, the proposal should identify how your firm would carry out the following:

- 1) investigate the causes and symptoms of the neighborhood's decline by assessing the physical environment; census and other data measuring income, ethnicity, education, poverty, unemployment, crime, ownership patterns, and level of new investment; and interviews and anecdotal information. Interviewing could be accomplished through focus groups or individual interviews with apartment owners, realtors, home owners, tenants, area business persons, school representatives, youth, police, representatives of job training/employment agencies, religious leaders from the community, and members of neighborhood associations.
- 2) identify strengths and resources currently available in the neighborhood.
- 3) catalog the types, purposes, capabilities, and appropriateness of existing intervention tools, and determine which tools are currently being pursued in the area and assess their effectiveness.
- 4) investigate intervention tools used by other cities and counties.
- 5) determine an intervention program and the cost of such a program. Emphasis must be on use of existing services and programs. The proposed intervention program should include a mechanism by which neighborhood residents can advise and guide the public sector on the delivery of services.
- 6) identify institutional, organizational and financial barriers for implementation of the intervention program by meeting with representatives of concerned agencies and community leaders, and attempt to develop resolutions to those barriers.
- 7) Identify applications of the findings of the analysis to other similar suburban areas in the city and county.
- 8) Present information at four to five public meetings including:
 - o Sacramento Housing and Redevelopment Commission
 - o City Council/County Board of Supervisors
 - o Community meetings

PROPOSAL AND SUBMITTAL FORMAT

A written response to the Request for Proposals (RFP) is requested. Six (6) copies are due by 5:00 p.m. on December 16, 1992, at the office of:

Joan Roberts, Agency Clerk
Sacramento Housing and Redevelopment Agency
630 I Street, Third Floor
Sacramento, CA 95814

Responses to the RFP are to be in the following format:

- 1) Cover and/or transmittal letter, executed by an authorized signatory of your firm or the individual contractor submitting the proposal.
- 2) A detailed statement of the professional services to be provided, including
 - a) an outline of the methodology of the study including a breakdown by tasks, noting parties responsible and a time line for completion of the study, and
 - b) a statement of why the firm is best qualified to accomplish the study including a listing of relevant experience/research projects and an indication of the firm's familiarity with city and county services and related institutions.
- 3) Proposed cost of study, not to exceed \$35,000
- 4) Resumes of the key participants and the role of each participant, including identification of lead personnel.
- 5) Responses from references.

Selection Criteria

Selection of a consultant will be based on the quality of the responses received and the costs proposed, along with any additional materials or information specifically requested by the Agency. Proposals submitted in response to the RFP will be evaluated on the following criteria:

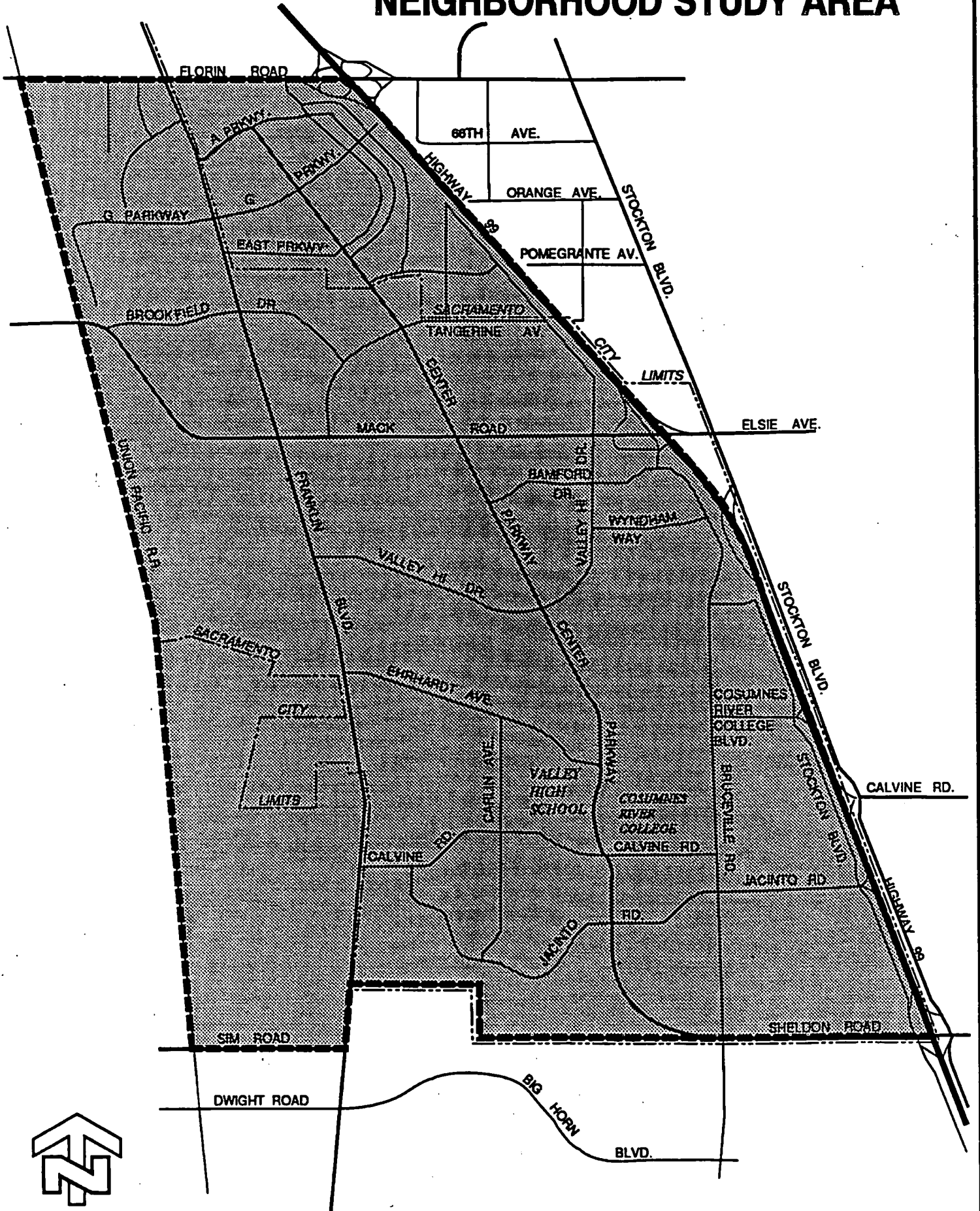
- 1) Responsiveness to the RFP and quality of the proposal to achieve the objectives of the study.
- 2) Experience in statistical and research methods.
- 3) Practical experience in developing and evaluating programs/strategies to help distressed neighborhoods.

- 4) Ability to complete similar studies within requested time frame.
- 5) Knowledge of SHRA, the City, the County, and public and non-profit neighborhood institutions and service providers.
- 6) References.

The Agency reserves the right to reject any and all proposals submitted; to request clarification of information submitted; to request additional information from competitors; and to waive any irregularity in the proposal submission and review process. Only those firms or individuals judged by the Agency to demonstrate suitable competence in the service area will be considered for the contract award. Attachment II is a standard Agency contract.

\PROPOSAL.RFP\VALLEYHI.ANM

NEIGHBORHOOD STUDY AREA



SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

ATTACHMENT II
TO THE RFP

STANDARD CONTRACT

CONTRACT FOR PROFESSIONAL SERVICES PART I - AGREEMENT

THIS AGREEMENT, entered into this _____, day of _____, 199-, by and between the _____ (hereinafter collectively called "Agency"), and _____ (hereinafter called "Consultant").

WITNESSETH:

WHEREAS, Agency desires to contract for the performance of _____; and

WHEREAS, Agency desires to engage Consultant to render certain professional services in connection with _____.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. PURPOSE

2. SCOPE OF SERVICES

The Agency hereby engages the Consultant and the Consultant agrees to perform all the necessary services as described in Exhibit "A" _____ which is incorporated herein by reference.

OR

Consultant shall:

3. TIME OF PERFORMANCE

The services of Consultant shall commence upon receipt of Notice to Proceed from Agency. In any event, this Agreement shall terminate upon the expiration of _____ () calendar months from the date of Notice to Proceed.

OR

The Consultant shall commence the services described herein upon execution of this Contract or on _____ (date) and shall complete said services and submit all data to the Agency by _____ (date) or within _____ () working days from the date of this Contract.

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4. COMPENSATION

Consultant shall be paid a fixed fee of _____
(spell out amount) (\$ _____)
under this Contract. Fee shall be paid upon completion of
services.

OR

Consultant shall be compensated on a monthly basis. Such
monthly compensation shall not exceed _____ (spell
out amount) (\$ _____) without the
prior written approval of the Agency. Such compensation
limitation shall apply to all personnel services and other
expenses incurred by Consultant under this Agreement except
as approved by the Agency. Charges for services shall be in
accordance with the Consultant's Standard Schedule of Fees
and Charges for services, a copy of which is attached as
Exhibit _____.

OR

Consultant shall be compensated in accordance with the
following schedule related to various phases as defined in
the Scope of Services:

5. METHOD OF PAYMENT AND COMPENSATION

Agency shall pay Consultant upon receipt of invoices stating
the number of hours worked, by whom and the type of activity
involved. Said payment shall constitute full and complete
compensation for Consultant's services hereunder for such
time period.

It is expressly understood and agreed that in no event shall
the total compensation, if any, to be paid to Consultant
under this Agreement, exceed the maximum sum of _____
(spell out amount) (\$ _____
_____).

6. AGENCY INFORMATION AND DATA

Agency shall furnish to Consultant all pertinent data or
information which the Agency may possess during the time of
performance of the duties under this Agreement.

7. INDEMNIFICATION OF AGENCY

Consultant shall indemnify and hold the Agency harmless from
any liability or costs of any kind whatsoever including any
and all attorney's fees or court costs for any injury or
damages to persons or property resulting from the Consultant,
its agents or employees in the prosecution of work under this
Agreement.

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8. OWNERSHIP OF INFORMATION

All professional and technical information prepared by Consultant for Agency and all worksheets, documents and other related information developed under this Contract shall become the property of and be delivered to the Agency whether upon completion of the services hereunder, or upon termination of this Contract by Agency or Consultant.

In addition, Consultant agrees to prepare and furnish to Agency, with such frequency and in such form as Agency may require, reports concerning the status of Consultant's performance hereunder.

9. RECORDS AND INSPECTIONS

The Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement. The Agency shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents proceedings, and activities.

10. AGREEMENT PROVISIONS

This Agreement consists of this signed document, Part I; Part II - Terms and Conditions; and Part III - Insurance Requirements, attached and incorporated herein by this reference.

11. AMENDMENTS

The parties contemplate that Agency's needs may, from time to time, require amendment to Paragraph 2 (Scope of Services) hereof. Any such amendment, or any other amendment to the terms and provisions of this Contract will be invalid and of no effect unless in writing signed by Agency and Consultant.

12. AGENCY NOT OBLIGATED TO THIRD PARTIES

The Agency shall not be obligated or liable hereunder to any party other than the Consultant.

13. WHEN RIGHTS AND REMEDIES NOT WAIVED

In no event shall the making by the Agency of any payment to the Consultant constitute or be construed as a waiver by the Agency of any breach of covenant, or any default which may then exist on the part of the Consultant, and the making of any such payment by the Agency while any such breach or default exists shall in no way impair or prejudice any right

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

or remedy available to the Agency in respect to such breach or default.

14. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause the Consultant shall fail to fulfill in a timely and proper manner any of his/her obligations under this Contract, the Agency shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, which shall in no event be sooner than five (5) days following the date of such notice.

15. NOTICES

Any notices, bills, invoices, or reports required by this Contract shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Agency: (Choose appropriate entity)

Housing Authority of the City of Sacramento
Housing Authority of the County of Sacramento
Redevelopment Agency of the City of Sacramento
Redevelopment Agency of the County of Sacramento

c/o Sacramento Housing and Redevelopment Agency

Attention: _____

Address: _____

Sacramento, California 958xx-xxxx

Consultant

Name: _____

Address: _____

16. Consultant for all purposes under this Agreement shall be an independent Contractor and shall maintain any and all licenses required by law for the performance of Consultant's obligations hereunder.
17. This Contract shall not be assigned in whole or in part without the prior written approval of the Agency.

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

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

AGENCY:
(Choose appropriate legal entity)

CONSULTANT:

BY: _____
John E. Molloy
Executive Director

BY: _____
(Name)
(Title)

Address: _____

APPROVED AS TO FORM:

Telephone: _____
FAX No. _____

Federal I.D./SS No. _____

General Counsel

IS CONSULTANT REQUIRED TO FILE CONFLICT OF INTEREST? ___YES ___NO

APPROVED BY DEPARTMENT HEAD

REVISED: 1/92

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

SHRA (4/87)

CONTRACT FOR PROFESSIONAL AND TECHNICAL SERVICES

PART II - TERMS AND CONDITIONS

I. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Agency/Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the Agency/Authority, become its property and the Contractor shall be entitled to receive just and equitable compensation for such work completed which is satisfactory to Agency/Authority.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Agency/Authority for damages sustained by the Agency/Authority from the Contractor, and the Agency/Authority may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Agency/Authority from the Contractor is determined.

II. TERMINATION FOR CONVENIENCE OF AGENCY/AUTHORITY

The Agency/Authority may terminate this Contract at any time by a notice in writing from the Agency/Authority as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made; provided, however, that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Section 1 hereof relative to termination shall apply.

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

III. CHANGES

The Agency/Authority may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Agency/Authority and the Contractor, shall be incorporated in written amendments to this Contract.

IV. PERSONNEL

- A. The Contractor represents that he has, or will, secure at his own expense all personnel required in performing the services under this Contract. Such personnel shall not be employees or have any contractual relationship with the Agency/Authority.
- B. All the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- C. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

V. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency/Authority setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive

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consideration for employment without regard to race, color, religion, sex or national origin.

VI. COMPLIANCE WITH LOCAL LAWS

- A. The Contractor shall comply with all applicable laws, ordinances and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.
- B. Whenever the Contractor is performing construction work for the Agency/Authority, the Contractor shall be licensed and regulated by the Contractors State License Board. Any questions concerning the Contractor shall be referred to the Registrar, Contractors State License Board, 3132 Bradshaw Road, Sacramento, California 95826.

VII. SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior written consent of the Agency/Authority. The Contractor shall be as fully responsible to the Agency/Authority for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

VIII. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Agency/Authority.

IX. INTEREST OF MEMBER OF AGENCY/AUTHORITY

No member of the governing body of the Agency/Authority, and no other officer, employee or agent of the Agency/Authority who exercises any functions or responsibilities in connection with the carrying out of the project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

X. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality in which the project is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the project to which

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this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

XI. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise therefrom.

XII. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above-described project or any portion thereof or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

XIII. FINDINGS CONFIDENTIAL

All reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Agency/Authority.

XIV. MONITORING

- A. The Agency/Authority shall monitor the program adequacy of the Contractor in a manner which Agency/Authority deems most effective. Contractor shall cooperate with Agency/Authority in such monitoring.
- B. Contractor shall prepare and submit the Agency/Authority reports in the form and manner prescribed by agency/Authority.
- C. Such reports shall be subject to audit by the Agency/Authority as required by federal regulations or local requirements.

XV. INDEMNIFICATION OF AGENCY/AUTHORITY

The Contractor shall indemnify and save harmless the Agency/Authority from liability for any injury or damages to persons or property resulting from Contractor's prosecution of work under the Contract.

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XVI. OWNERSHIP OF PROFESSIONAL AND TECHNICAL INFORMATION DEVELOPED UNDER THE CONTRACT

- A. All professional and technical information, in the form of original drawings, data, computations, specifications, report texts, estimates and any and all other material, data and information collected or developed in connection with the work under this Contract, and all original documents shall be forwarded to and become the sole property of the Agency/Authority, and neither the Contractor nor any and all of its associates and/or Consultants shall have any rights in interest thereto.
- B. The Contractor and/or its associates and Consultants may retain such copies and/or reproductions, at their expense, of the original documents as necessary for their files, records and/or reference.

XVII. FEDERAL REQUIREMENTS

The following provisions shall be applicable to this Agreement and binding on Contractor and Agency/Authority only if all or part of the funds to be paid for work performed under this Agreement are provided under the Community Development Block Grant Program administered by the United States Department of Housing and Urban Development or some other funding program administered by the federal government. It shall be the sole discretion of the Agency/Authority to determine the source of funds to be paid under this Agreement:

- A. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1937 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C., Section 874; and Title 40 U.S.C., Section 276(c)). The Contractor 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, and shall be responsible for the submission of affidavits required of subcontractors hereunder except as the Secretary of Labor may specifically provide for variations or of exemptions from the requirements thereof.
- B. Withholding of Salaries. If, in the performance of this Contract, there is any underpayment of salaries by the

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Contractor or by any subcontractor thereunder, the Agency/Authority shall withhold from the Contractor out of payments due to him any amount sufficient to pay employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Agency/Authority for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

- C. 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 shall be promptly reported in writing by the Contractor to the Agency/Authority for the latter's decision which shall be final with respect thereto.
- D. Equal Employment Opportunity Requirements.
1. The Contractor 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 the Agency/Authority, advising the labor union or workers' representative of the Contractor'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.
 2. The Contractor 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.
 3. The Contractor 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 the Agency/Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- E. Contractual Requirements: "Section 3 Clause". The following clause (referred to as the "Section 3 Clause") is applicable to all contracts for work in connection with a Community Development Project.
1. 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

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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 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.

2. 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 order of the Department issued thereunder prior to the execution of the Contract. 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.
3. The Contractor will send to each labor organization or representative or 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 Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Contractor will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient for federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of requirements issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135, and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition to the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and

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assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns, to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

In order to comply with the Section 3 requirements, the bidder shall indicate, along with his bid, what affirmative action processes he has used in soliciting bids from business concerns listed on the Registry. Forms for the bidders' use are included in the Project Manual. These completed Section 3 Affirmative Actions forms must be submitted with the proposal.

- a. Good Faith Effort. Each Contractor or subcontractor undertaking work in connection with a Section 3 covered project shall 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 of the positions identified 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 of the positions identified 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 of the positions identified 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.

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- F. 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 hereunder to his employer.
- G. Records. Contractor shall keep all necessary books and records, including loan documentation and financial records, in connection with the operation and services performed under this Agreement, in accordance with the provisions of OMB Circular No. A-102 Attachment G (as amended), and shall document all transactions as the Agency/Authority may properly audit all expenditures made pursuant to this Contract. Contractor shall 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/Authority. All books, records and accounts kept by Contractor in connection with the performance of this Contract shall be made available for inspection by representatives of the federal government and/or Agency/Authority staff as required to monitor or audit the program.
- H. Conflict of Interest. No member, officer or any employee of the Contractor, 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 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 Contract. The Contractor shall incorporate, or cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

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LIABILITY INSURANCE REQUIREMENTS

The term "Agency" will also be referred to as "Authority". In accordance with the insurance requirements of this Authority, Contractor/Consultant shall provide Authority with a Certificate of Insurance and a copy of Insurance Policies.

I. TYPE AND COVERAGE

At all times during the life of this Contract, Contractor/Consultant shall cause each and every subcontractor doing the work of this Contract to obtain and maintain, the following types and amounts of insurance:

A. COMPREHENSIVE GENERAL LIABILITY

1. A policy of comprehensive general liability which shall include, without limitation, coverage for contractual liability, public liability and property damage written for not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) single limit liability.
2. The minimum FIVE HUNDRED THOUSAND DOLLARS (\$500,000) comprehensive general liability insurance coverage may be increased at the discretion of Agency staff dependent upon the project liability risk. Such increased limits will be stated in the bid documents for a particular project and may be purchased on a "Project" basis.

Agency Counsel requires not less than ONE MILLION DOLLARS (\$1,000,000) comprehensive general liability insurance for any project requiring use of potentially dangerous equipment, scaffolding or the like, or which consists of construction in public areas or more than fifteen (15) above the ground.

3. Comprehensive Improvement Assistance Program (CIAP) bids exceeding (\$250,000) will automatically require ONE MILLION DOLLARS (\$1,000,000). Comprehensive general liability shall include without limitation, coverage for contractual liability, public liability and property damage written for ONE MILLION DOLLARS (\$1,000,000) single limit liability.

B. AUTOMOBILE LIABILITY

If motor vehicles are used in performing services in connection with this Contract, a policy of automobile liability insurance written for not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) single limit liability.

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C. WORKER'S COMPENSATION

A worker's compensation policy which covers all employees of Contractor/Consultant and each and every subcontractor and which is written in accordance with California law.

II. ADDITIONAL REQUIREMENTS

- A. All of the insurance policies, except the worker's compensation policy, shall name the Agency, its consultants and employees, as named insureds. If the Agency gives prior written consent, the said parties may be named as additional insureds on said insurance policies. Agency shall have the right to arbitrarily withhold such consent. The Contractor/Consultant shall obtain from the Agency the list of names to appear on the insurance policies.

1. ENDORSEMENTS

The Sacramento Housing and Redevelopment Agency is composed of four legal entities:

HOUSING AUTHORITY OF THE CITY OF SACRAMENTO,
HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO,
REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO,
REDEVELOPMENT AGENCY OF THE COUNTY OF SACRAMENTO,
its officers, agents and employees.

2. Contractor/Consultant may provide endorsement for one or more of the above entities depending on the areas Contractor/Consultant may endorse all of the above entities to qualify for all awards and bids in their specific service area.
- B. Said insurance shall be purchased from a company or companies licensed to do business in California and having a rating of at least A-XV. If possible, the insurance policies shall be carried with the same insurance company.
- C. Prior to commencement of the work of the Contract, Contractor/Consultant shall file with the Agency Certificates of Insurance acceptable to the Agency. Such certificates shall each contain a provision stating that coverages afforded under the policies shall not be canceled until at least thirty (30) days prior written notice has been given to the Agency at the following address or as otherwise designated:

SACRAMENTO HOUSING & REDEVELOPMENT AGENCY
320 Commerce Circle - Purchasing Office (10-PS)
Sacramento, California 95815

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- D. Failure to maintain the required insurance shall be deemed a material breach of the Contract. Agency shall, nevertheless, have the right, without obligation, to pay any delinquent insurance premiums and any other changes to reinstate or maintain the required insurance policies and coverage. If the Agency does incur such costs, Agency shall have the right to withhold such amount from any payment due to Contractor/Consultant under the Contract and to reduce by such amount the compensation payable to Contractor/Consultant under the Contract.

III. INDEMNIFICATION OF AUTHORITY

Contractor/Consultant shall indemnify and save harmless the Housing Authority of the City of Sacramento, Housing Authority of the County of Sacramento, Redevelopment Agency of the City of Sacramento, Redevelopment Agency of the County of Sacramento, its officers, agents and employees from liability, claims or attorney's fees for any injury or damages to persons or property resulting from Contractor's/Consultant's prosecution of work under any Contract with the Authority whether caused, in whole or part, by an intentional act, negligent act or omission by Contractor/Consultant.