

RESOLUTION NO. 2281

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SOLEDAD AUTHORIZING THE EXECUTION OF AN
AGREEMENT WITH SOLEDAD LOCAL
DEVELOPMENT CORPORATION**


BE IT RESOLVED by the City Council of the City of Soledad that the City Manager is hereby authorized and directed for and on behalf of the City to execute with the **SOLEDAD LOCAL DEVELOPMENT CORPORATION** (SLDC) an agreement for in the form of the document hereunto attached, marked "Exhibit A", and by reference made a part hereof.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 11th of October, 1993, by the following vote:

AYES, and in favor thereof, Councilmembers. John Holguin, Ben Jimenez, Jr., Richard Ortiz, Mayor Fred Ledesma

NAYES, Councilmembers: None

ABSENT, Councilmembers Mayor Pro Tem Fabian Barrera


MAYOR OF THE CITY OF SOLEDAD

ATTEST:


CITY CLERK OF THE CITY OF SOLEDAD

C D B G NO 92-STBG-659**AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into this 11th day of October 1993, by and between the City of Soledad, a political subdivision of the State of California, hereinafter referred to as "CITY" and SOLEDAD LOCAL DEVELOPMENT CORPORATION, hereinafter referred to as "SLDC" as follows.

WHEREAS, CITY has applied for and received a grant from the State of California Department of Housing and Community Development, hereinafter called "HCD", to rehabilitate substandard homes, said grant being designated as Community Development Block Grant No.92-STBG-659, hereinafter referred to as "PROJECT" and

WHEREAS, SLDC has the expertise and staff for carrying out CITY'S housing rehabilitation program, and

WHEREAS, SLDC did meet the requirements as outlined by HCD and CITY procurement requirements; and was selected to be the contractor by CITY for the PROJECT.

THEREFORE, it is agreed as follows.

1. SLDC RESPONSIBILITY: SLDC shall provide the following services in accordance with PROJECT guidelines and milestones as adopted by CITY:

- a. Effect the rehabilitation of the number of housing units in PROJECT area specified in the State Grant Agreement or amendments thereto;
- b. Provide outreach and package loans for eligible property owners;
- c. Assist eligible persons to obtain PROJECT loans and/or grants and to assist those eligible to obtain alternate resources of private or public low income loans or grants;
- d. Recommend type of rehabilitation work to be performed;
- e. Draft plot plans and working drawings as necessary for housing rehabilitation work;
- f. Assist owners to secure materials to be used in rehabilitation work and provide technical support and assistance to owners who will perform the actual rehabilitation work themselves;

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g. Assist owners to obtain bids from qualified contractors to perform authorized rehabilitation work;

h. Monitor the work of authorized contractors and subcontractors, and verify completion of work prior to payment;

i. Assist owners to secure repairs from contractors responsible for any construction defects for one year from date of final approval by CITY Building Department;

j. Implement management systems necessary for the operation of the program, such as files, materials and reports normally required or specifically requested by HCD.

k. Submit monthly reports to CITY on the progress of all rehabilitation work.

l. Measure progress in the performance of the contract in relation to the Activity Budget and Schedule milestones included in CITY grant agreement of HCD approved amendments;

m. Transfer original participants, files to CITY upon completion of each rehabilitation project.

n. Prepare and retain all pertinent books, records, and documents sufficient to reflect all costs submitted by under the terms of this Agreement. Retain such books, records, and documents for a period of three (3) years after completion of the final project audit by CITY.

2. CITY RESPONSIBILITY. CITY shall be responsible for the following:

a. In accordance with HCD and project guidelines, determine those persons who are eligible for rehabilitation services, extent of repairs or improvements, and the amount of HCD funds to be expended for such repairs or improvements;

b. Prepare for the City to review, expenditure and payment request reports to HCD;

c. Verify all records and documents, and monitor and evaluate the activities of SLDC to ensure compliance with the terms of this Agreement;

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d. Service loans upon completion of rehabilitation work;

e. Maintain administrative files for a period of at least three (3) years from the date of final audit following closeout of PROJECT, and individual participant files for a period of at least three (3) years from the date of grant approval or loan repayment. In the event that a participant file contains both grant and loan documents, the retention period of the loan shall prevail.

f. Comply with all applicable Federal, State, local regulations

3. BUDGET: CITY shall pay SLDC a sum not to exceed amounts listed in this Agreement for services provided in this Agreement.

a. Budget Summary

(1) General Administration	\$ 37,500
(2) Program Administration. Outreach and Loan Packaging	\$ 68,000
(3) Construction Services: Loans and Grants	\$ 394,500
TOTAL	\$ 500,000

b. Budget Revisions.

(1) Revisions in Budget Summary which do not exceed 10% of the total budget may be approved by the City Manager upon written request and justification.

(2) Revisions in Budget summary which exceed 10% shall require a contract amendment.

4. METHOD OF PAYMENT. CITY shall pay for services rendered under this Agreement, upon receipt of the funds from HCD, as follows:

a. An initial amount of \$5,000 of PROJECT general administrative funds for file setup, environmental review, and other start-up activities will be advanced to SLDC on receipt of a request from SLDC.

b. On or before the fifteenth (15th) day of the second (2nd) month, and monthly thereafter, SLDC shall

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submit an invoice for PROJECT costs incurred in and fees applied to performance of this Agreement during the previous month.

c. SLDC shall submit its final invoice under this Agreement not less than fifteen (15) days prior to the expiration date of this Agreement.

d. CITY shall make payment to within fifteen (15) days after receipt of a proper invoice.

5. INSPECTION AND AUDIT.

a. CITY may inspect all applicable records and may cause to be audited invoices and supporting data relative to the funds paid by CITY to SLDC.

b. Representatives of CITY shall have the right to examine and inspect rehabilitation work performance pursuant to this Agreement, CITY, HCD, the auditor General, the comptroller General of the United States, or any or their duly authorized representatives shall have the right to inspect and/or audit any books, documents, papers and records of SLDC which are directly pertinent to the services performed under this Agreement for a period of three (3) years after completion of the final project audit.

6. INSURANCE AND HOLD HARMLESS: SLDC shall carry workers compensation insurance in accordance with workers compensation laws of the State of California. SLDC will indemnify CITY, its officials and employees against and hold them harmless from any and all liability for damages on account of injury to persons or damage to property resulting from or arising out of the performance by SLDC of this Agreement. SLDC shall furnish CITY with a Certificate of Insurance with combined single limits of at least \$1,000,000 for bodily injuries and property damages on each occurrence. The Certificate of Insurance shall state that the contractual liability assumed under this Agreement is covered and shall provide that ten (10) days notice of cancellation or reduction in coverage shall be given to CITY. Certificates of said coverage shall be filed with CITY before any work commences.

7. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS: Where required, SLDC shall comply with, and require contractors and subcontractors to comply with each of the following:

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a. The Davis-Bacon Act (40-U.S.C. 276am et seq) as supplemented by Department of Labor Regulations (29 C.R.P., Part 5);

b. Copeland "Anti-Kickback" Act (18 U.S.C. 874, et seq.) as supplemented by Department of Labor Regulations (29 C.F.R., Part 3);

c. Sections 103 and 107 of the contract Work Hours and Safety Standards Act (40 U.S.C. 327-220) as supplemented by Department of Labor Regulations (29 C.R.F., Part 5);

d. All applicable standards, orders, and regulations issued pursuant to the Clean Air Act of 1970 (43 U.S.C. 1857, et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq.)

e. All State and local regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to PROJECT, see Exhibit A, Standard Contract Language--All Contracts; Exhibit B, Standard Solicitation for Bid Language, Construction over \$10,000; Exhibit C, Standard Equal Opportunity Clause--Construction Over \$10,000; and Exhibit D, Standard Federal Equal Employment opportunity Construction Contract Specifications (Construction Over \$10,000), hereby incorporated into this Contract.

f. All applicable laws, ordinances and codes of CITY and the State of California governing the rehabilitation of dwellings, including all required notices, building, plumbing, mechanical, electrical, sewer, water, and other permits; provided, however, that neither SLDC nor engaged contractors and subcontractors shall be held responsible for preexisting violations of any law including, but not restricted to, zoning or building codes or regulations.

8. TERM OF CONTRACT:

a. This Agreement shall take effect when it has been signed by both parties

b. This Agreement shall expire on the expiration date of the State Grant Agreement with CITY for the PROJECT, or the latest amendment thereto.

c. Funding of any programs, projects or services beyond the term of this Agreement, by any new contract

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or amendment or extension of this Agreement, have not been authorized and will depend upon the satisfactory performance of this Agreement by SLDC and upon the availability to CITY of additional grant funds allocated for such purposes; and neither CITY nor any employee of CITY has made any promise or commitment, expressed or implied, that any additional funds will be paid or made available to SLDC for the purpose of this Agreement over and above the funds expressly allocated under the terms of this Agreement.

d. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, survivors, and assigns.

9. TERMINATION.

a. This Agreement may be terminated by either party by giving thirty (30) days prior written notice to the other. Any funds advanced by CITY to SLDC and not expended by SLDC shall be returned to CITY within thirty (30) days after termination of this Agreement. Any funds due SLDC will be forwarded by CITY to SLDC. CITY expressly reserves the right to demand of and take action to collect from SLDC the repayment to CITY of any funds disbursed to SLDC under this Agreement, which in the judgment of CITY were not expended in accordance with the terms of this Agreement. SLDC agrees to promptly refund any such funds upon demand.

b. CITY may terminate this Agreement at any time if it determines that one or more of the following conditions exist.

(1) An illegal or improper use of funds by SLDC;

(2) SLDC fails to comply with any term or condition of this Agreement;

(3) SLDC improperly performs any of the services to be performed pursuant to this Agreement.

Upon receipt of notice from CITY that one or more of the above conditions exist, SLDC shall prepare and submit to CITY within thirty (30) days a proposal for the correction of all such conditions. In the event SLDC fails to submit such a

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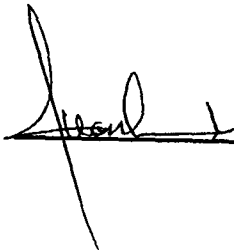
proposal or otherwise fails to properly perform this Agreement after notification as hereinabove set forth, CITY may serve SLDC with written notice of the termination of this Agreement. In the event of such termination, CITY shall be liable only for allowable services rendered prior to such termination, but in no event shall CITY be liable for any services that are not performed in accordance with the terms of this Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

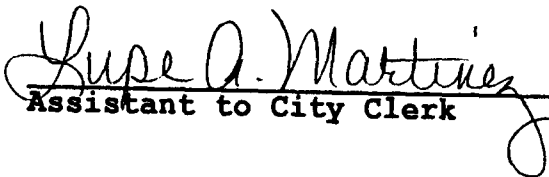
City of Soledad



City Manager/City Clerk



Attest:



Assistant to City Clerk (SEAL)