

File ID: 2026-00583

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Authorization for the Sacramento Housing and Redevelopment Agency to enter into a Memorandum of Understanding with the County of Sacramento Related to a Contract with CVR Associates, Inc. and Payment of Costs Associated with the Contract for SHRA Executive Director Services

File ID: 2026-00583

Location: Citywide

Recommendation: Adopt a **City Council Resolution** authorizing the Sacramento Housing and Redevelopment Agency (SHRA) to enter into a Memorandum of Understanding (MOU) with the County of Sacramento related to a contract executed with CVR Associates, Inc. and paying for costs associated with that contract for Executive Director services.

Contact: Ya-yin Isle, City Housing Manager, (916) 808-1869, yisle@cityofsacramento.org, City Manager's Office of Innovation and Economic Development; Michael Jasso, Assistant City Manager, (916) 808-1380, mjasso@cityofsacramento.org, City Manager's Office; James Shields, Deputy Executive Director, (916) 440-1308, jshields@shra.org, Sacramento Housing and Redevelopment Agency

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-City Council Resolution
- 3-MOU between the County of Sacramento and SHRA
- 4-Contract between County of Sacramento and CVR Component B

Description/Analysis

Issue Detail: In 1982, SHRA was established through a Joint Powers Agreement (JPA) between the County of Sacramento and the City of Sacramento (City) pursuant to California Government Code § 6500, et seq. SHRA was created to centralize and streamline housing and redevelopment efforts across both jurisdictions and currently serves as the primary administrator of federal, state, and local housing and community development programs.

SHRA operates with oversight provided by both the Board of Supervisors (Board) as the County and the Housing Authority of the County of Sacramento, and the Sacramento City Council (Council) as the City and the Housing Authority of the City of Sacramento. Each body retains authority over SHRA programs and funding decisions within its respective jurisdiction. SHRA also has an 11-member Housing Commission that serves as an advisory body for some items before they move to the Board or Council and has final decision-making authority for particular items, mostly related to Public Housing administration, that the Board and Council have delegated to this Commission. This structure was intended to ensure shared governance and equitable resource allocation.

In August of 2025, the Board of Supervisors directed the County Executive to obtain an outside assessment of SHRA governance and operations to determine if there are process improvements that could strengthen the organization and collaboration with jurisdictions and partners. In October of 2025, the longtime Executive Director of SHRA retired from her position and an Acting Director from within SHRA's ranks was appointed, as approved by the Board of Supervisors and City Council. The County launched an RFP process to bring on a consultant to perform the assessment and to seek an Executive Director that could lead the organization pending the finalization of the assessment.

County and City staff were delegated responsibility to solicit, interview, rank and bring forward a recommendation for the most experienced candidate for the SHRA Executive Director position. Three City staff were part of the interview and selection process for the Executive Director position along with three County staff, and the recommendation of Kris Warren, Senior Vice President of CVR as the highest ranked candidate with the most relevant and extensive experience was unanimous.

The attached resolution authorizes SHRA to enter into a Memorandum of Understanding with the County of Sacramento (Attachment 3) related to the contract that the County will execute with CVR for the Executive Director services for SHRA (Attachment 4), and for SHRA to reimburse the County for the costs associated with that agreement as follows:

- 1) CVR Contract Component B - Executive Director services for SHRA, for a fixed monthly fee of \$29,000 per month, total amount not to exceed \$348,000. (Note: The contract allows for an amendment to increase the maximum compensation amount of no more than 10% of the annual payment, \$34,800 for a total of \$382,800 if amended.)

The County's contract with CVR Associates for the SHRA Executive Director includes the City as an equal partner in the endeavor, as the partner jurisdiction in the Sacramento Housing and Redevelopment Agency joint powers agency. The contracted SHRA Executive Director will serve with all the authority and responsibility vested in that position and will report to the County Board of Supervisors and the Sacramento City Council.

Policy Considerations: The City of Sacramento and County of Sacramento are the two members of the SHRA joint powers authority initially formed in 1982 and therefore the City Council must authorize

SHRA to enter into an MOU with the County of Sacramento.

This action is consistent with the 2021-2029 Housing Element Policy H-7.2 Regional Coordination: The City shall coordinate with the region and work with the Continuum of Care, Sacramento County, SHRA, and partner agencies to develop strategies that address homelessness through a shared vision, coordinated programs, and joint funding opportunities.

Economic Impacts: Not applicable.

Environmental Considerations:

California Environmental Quality Act (CEQA): The proposed actions are administrative and fiscal activities and do not make any commitments to, or give approvals for, specific projects or activities which have the potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Therefore, the proposed actions do not constitute a project subject to environmental review under the CEQA per Guidelines Section 15378(b). Environmental Review for specific projects will be completed prior to any discretionary action(s) being carried out with regard to such projects.

National Environmental Policy Act (NEPA): The proposed actions are administrative and fiscal activities and do not make any commitments to, or give approvals for, specific projects or activities and are exempt under the NEPA per 24 CFR 58.34(a)(2) and (3). Environmental Review for specific projects will be completed prior to any choice limiting action(s) being carried out with regard to such projects.

Sustainability: Not applicable.

Commission/Committee Action: On January 21, 2026, the Sacramento Housing and Redevelopment Commission adopted a resolution authorizing the Acting Executive Director, or his designee, to execute a Memorandum of Understanding with the County of Sacramento for the Sacramento Housing and Redevelopment Agency to reimburse the County for costs associated with CVR Associates, Inc. consulting and executive consulting services, in an amount not to exceed \$1,097,800, which includes the \$348,000 for Executive Director Services.

Rationale for Recommendation: The approval of the MOU between SHRA and the County of Sacramento is necessary to reimburse the County for the contracted work to pay for an Executive Director of SHRA to provide transitional leadership services.

Financial Considerations: All costs for the consulting services are contained in the SHRA approved 2026 and Subsequent Agency Budgets. There is no cost or impact on the City General Fund.

Local Business Enterprise (LBE): Not applicable.

RESOLUTION NO. 2026-

Adopted by the Sacramento City Council

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACRAMENTO AUTHORIZING THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY (SHRA) TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF SACRAMENTO RELATED TO A CONTRACT WITH CVR ASSOCIATES, INC. AND PAYMENT OF COSTS ASSOCIATED WITH THE CONTRACT FOR SHRA EXECUTIVE DIRECTOR SERVICES.

BACKGROUND

- A. In 1982, the City of Sacramento (City), the County of Sacramento (County), the Housing Authority of the City of Sacramento, the Housing Authority of the County of Sacramento, the Redevelopment Agency of the City of Sacramento and the Redevelopment Agency of the County of Sacramento entered into a Joint Exercise of Powers Agreement (JPA) establishing the Sacramento Housing and Redevelopment Agency (SHRA) for the primary purpose of providing staffing for the City and County Housing Authorities and Redevelopment Agencies.
- B. In 1990, the JPA was amended to include devising, proposing, conducting, evaluating and administrating public social service programs.
- C. In 2011, the California Legislature enacted AB 1X 26, coupled with a subsequent decision of the State Supreme Court (California Redevelopment Association et al., v. Matosantos), resulted in the dissolution of redevelopment agencies as of February 1, 2012;
- D. The County of Sacramento, by Resolution Number 2012-0051 (adopted on January 24, 2012), elected to serve as the Successor Agency to the Redevelopment Agency of the County and designated the Housing Authority of the County of Sacramento as the local authority to retain the housing assets and functions previously performed by the Redevelopment Agency of the County of Sacramento.
- E. The City of Sacramento, by Resolution Number 2012-018 (adopted on January 31, 2012), elected to serve as the Successor Agency to the Redevelopment Agency of the City and designated the Housing Authority of the City of Sacramento as the local authority to retain the housing assets and functions previously performed by the Redevelopment Agency of the City of Sacramento.
- F. Since the establishment of SHRA, the Executive Director role has historically been filled by an individual employed directly by the Agency. However, following an unanticipated leadership transition, the City and County determined that the temporary use of external

executive consulting support was appropriate to ensure continuity of operations during a transitional period, pending further organizational assessment and the appointment of an Executive Director.

- G. The County in August 2025 identified the need for a consultant to implement specific deliverables and provide recommendations aimed at enhancing the collaboration and effectiveness of SHRA in alignment with County Priorities and subsequently issued a Request for Proposal (RFP) to solicit firms for two services areas: Component A: Consulting Services and Component B: Executive Director services for SHRA.
- H. The City of Sacramento participated in the review and selection panel for the County RFP and Kris Warren, Senior Vice President of CVR Associates, Inc., an incorporated entity, was the highest ranked candidate with the most relevant expertise and experience in housing authority executive leadership, and as such CVR Associates, Inc., was selected to provide such services as outlined in the contract for Component B: Executive Director services for SHRA.

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

- Section 1. The City Council authorizes SHRA to enter into a Memorandum of Understanding with the County of Sacramento related to a contract with CVR Associates, Inc. and payment of costs associated with the contract for SHRA Executive Director services.

PASSED AND ADOPTED by the City of Sacramento City Council on _____, 2026, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF SACRAMENTO AND
THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY
FOR PROJECT COORDINATION AND REIMBURSEMENT FOR EXECUTIVE
DIRECTOR CONSULTING SERVICES**

This Memorandum of Understanding ("MOU") is entered into this _____ day of _____, 2026, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California ("COUNTY"), and the SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY, a joint powers authority ("SHRA").

RECITALS

WHEREAS, SHRA administers federal housing and community development funds, including funds provided by the U.S. Department of Housing and Urban Development ("HUD"), and may reimburse eligible costs incurred by COUNTY in furtherance of SHRA's federally assisted programs; and

WHEREAS, COUNTY conducted a competitive procurement process on behalf of SHRA, and selected CVR Associates, Inc. ("CONSULTANT") to provide Component B: Executive Director Staffing; and

WHEREAS, COUNTY, pursuant to Resolution No. 2026-0035, authorized the County Executive or their designee(s) to negotiate and execute an agreement for Component B: Executive Director Staffing with CVR Associates, Inc. in an amount not to exceed \$348,000 for the term February 1, 2026 to January 31, 2027; and

WHEREAS, COUNTY authorized the County Executive or their designee(s) to further amend and revise the contract for non-monetary changes, monetary decreases, to terminate or assign, and to extend the term as needed for an additional one-year period, and to increase rates of pay shown on Exhibit C by no more than 10% of the total contract amount, so long as budget appropriations are not exceeded; and

WHEREAS, COUNTY authorized the County Executive or their designee(s) to accept reimbursement from SHRA for eligible costs incurred under such agreement; and

WHEREAS, the COUNTY and SHRA desire to establish roles, responsibilities, and a reimbursement framework consistent with applicable federal, state, and local requirements;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. PURPOSE AND PROJECT DESCRIPTION

This MOU establishes a framework under which SHRA will reimburse COUNTY for costs and expenses associated with Component B: Executive Director Staffing. COUNTY, through its agreement with CONSULTANT, and in partnership with the City of Sacramento ("CITY"), will cause the agreed-upon project services to be performed, and SHRA will reimburse COUNTY for eligible and allowable costs in accordance with applicable HUD federal assistance requirements. Specific scopes of work may be documented in written task descriptions or exhibits.

2. RESPONSIBILITIES

A. COUNTY SHALL:

- i. Serve as the sole contracting and administrative entity for services identified under this MOU and under the agreement between COUNTY and CONSULTANT, in partnership with the CITY. COUNTY, through its agreement with CONSULTANT, shall retain responsibility for contract administration, oversight, and acceptance of work products. COUNTY and CITY may coordinate and consult with the Executive Director or other designee(s) of SHRA solely for purposes of project coordination, information sharing, and programmatic input.
- ii. Maintain records sufficiently to support reimbursement requests and provide SHRA true and accurate copies of such records with invoices categorizing each type of cost (including but not limited to compensation, travel, housing, per diem) paid to CONSULTANT and which are being sought by COUNTY for reimbursement.
- iii. Such records shall be made available to SHRA, HUD, and their authorized representatives upon request, as required by applicable federal law.

B. SHRA SHALL:

- i. Reimburse COUNTY only for costs that are eligible, allowable, reasonable, and allocable in accordance with applicable HUD federal assistance requirements, including Title 2 of the Code of Federal Regulations Part 200.

- ii. Review and process reimbursement requests that satisfy the requirements of Section 2.A.ii in a timely manner.
- iii. Provide applicable federal compliance requirements to COUNTY as needed.

3. COMPENSATION AND REIMBURSEMENT

- A. Reimbursement shall be on a cost-reimbursement basis, not to exceed an amount of \$382,800, which includes the contract amount of \$348,000 and an allowance for 10% increase. COUNTY shall submit invoices to designated SHRA contacts (Deputy Executive Director/CFO and Assistant Director of Finance) for the project for processing payment either on a monthly basis, or upon completion of milestones, whichever is later. Reimbursement is subject to the availability of HUD federal assistance and compliance with the requirements applicable to the specific funding source used.
- B. Any increases to the billable rates for CONSULTANT and/or amendments to the Scope of Services under the Agreement shall require a written amendment to this MOU, prior written approval by SHRA, and confirmation of federal allowability.
- C. No advance payments shall be made by SHRA; reimbursement shall be based solely on costs incurred and sufficiently invoiced and documented.

4. TERM

This MOU shall be effective upon execution and shall remain in effect through the completion of services for the agreement, but in no event later than January 31, 2027, unless earlier terminated or extended by written amendment.

5. TERMINATION

Either party may terminate this MOU upon thirty (30) days' written notice to the other party. Termination shall not relieve SHRA of the obligation to reimburse COUNTY for eligible costs incurred prior to termination.

6. INDEMNIFICATION

Except to extent of gross negligence or willful misconduct on the part of Agency, County shall indemnify, hold harmless and defend, to the fullest extent permitted by law, the Housing Authority of the City of Sacramento, the Housing Authority of the County of Sacramento, and the Sacramento Housing and Redevelopment Agency, their respective officers, directors,

commissioners, advisory committee members, agents, and employees from liability, claims, demands, attorney's fees or litigation and related costs, including, without limitation, court costs and investigator, witness, arbitrator and mediator fees, for any injury or damages to persons or property resulting from, or otherwise related to this MOU, whether caused, in whole or part, by an intentional or negligent act or omission by County, its officers, employees, or agents.

7. INDEPENDENT ENTITIES

Nothing in this MOU creates a partnership, joint venture, or other relationship between the parties.

8. AMENDMENTS

This MOU may be amended only by a written document executed by authorized representatives of both parties.

9. GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of the State of California.

10. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the parties with respect to the subject matter herein.

11. INCORPORATION

The County's agreement with CONSULTANT is attached hereto and incorporated herein as Attachment 1 to this MOU. In the event of a conflict between this MOU and the Attachment, the terms of this MOU shall govern with respect to reimbursement and inter-agency responsibilities.

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

COUNTY OF SACRAMENTO

By: _____

Name:

Title:

Date:

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

By: _____

Name:

Title:

Date:

COUNTY OF SACRAMENTO
CVR ASSOCIATES, INC.

**AGREEMENT FOR
Sacramento Housing and Redevelopment Agency (SHRA) Executive Director
Consulting Services**

THIS AGREEMENT is made and entered into on _____, by and between the County of Sacramento, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and CVR Associates, Inc., an incorporated entity, hereinafter referred to as "CONSULTANT".

RECITALS

WHEREAS, COUNTY issued a Request for Proposals to solicit firms to provide staffing services as an Executive Director with executive leadership experience in housing, social services, or related public sector field for Sacramento Housing and Redevelopment Agency (SHRA) during the organizational assessment period as the organization seeks to hire a permanent Executive Director; and

WHEREAS, CONSULTANT was among the highest ranked firms that demonstrated expertise in housing policy, organizational assessments, and executive leadership to fill the position as an Executive Director, as ranked by a panel of County and City of Sacramento, hereinafter referred to as "CITY" staff; and

WHEREAS, CONSULTANT has proposed to provide the requested services for the compensation identified herein; and

WHEREAS, pursuant to Sacramento County Code Section 2.61.440, the department or agency which has authority to execute this Agreement on behalf of COUNTY has authority to amend this Agreement so as to increase the maximum payment amount, provided that such increase does not exceed 10 percent of the total value of the agreement or \$34,800; and

WHEREAS, while the COUNTY is entering into this contract with CONSULTANT, the CITY as the partner jurisdiction in the Sacramento Housing and Redevelopment Agency joint powers agency, will be an equal partner in this endeavor; and

WHEREAS, COUNTY and CONSULTANT desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY, in partnership with CITY, and CONSULTANT agree as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

2. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on January 31, 2027, with an option to extend up to one additional year (through January 31, 2028) by the County Executive Officer or designee with agreement by the City Manager or designee, at the same rate as specified in Exhibit C hereto.

COUNTY's County Executive Officer, with agreement by the City Manager, are authorized to amend this Agreement to extend the term.

3. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail or e-mail, addressed as follows:

TO COUNTY and CITY:

David Villanueva
County Executive Officer
County of Sacramento
700 H Street, Suite 7650
Sacramento, CA 95814
Villanuevad@saccounty.gov

Maraskeshia S. Smith
City Manager
City of Sacramento
915 I Street, 5th Floor
Sacramento, CA 95814
mssmith@cityofsacramento.org

TO CONSULTANT:

Melanie Campbell
CVR Associates, Inc.
4501 N. Point Parkway, Suite 260
Alpharetta, GA 30022
melanie@cvrassociates.com

Either party may change the address or e-mail to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

4. COMPLIANCE WITH LAWS

- A. CONSULTANT shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.
- B. Economic Sanctions: Pursuant to California State Executive Order N-6-22 (“Order”) imposing economic sanctions against Russia and declaring support of Ukraine, COUNTY shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

5. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

6. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING

- A. CONSULTANT shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.
- B. CONSULTANT further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or local government contracts. CONSULTANT certifies that it shall not contract with a subconsultant that is so debarred or suspended.

7. PREVAILING WAGES

CONSULTANT shall comply with the provisions of the California Labor Code, specifically, but not limited to, Chapter 1, commencing at Section 1720, of Part 7 of Division 2 (payment of prevailing wages). The prevailing rates for per diem wages shall be those rates determined by the Director of the California Department of Industrial Relations.

8. PERFORMANCE STANDARDS

CONSULTANT shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONSULTANT's services.

9. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONSULTANT provided hereunder shall be the exclusive property of COUNTY and CITY, and shall be delivered to COUNTY and CITY upon completion of the services authorized hereunder. CONSULTANT may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY and CITY. COUNTY and CITY recognize that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONSULTANT's services and are not designed for use other than what is intended by this Agreement.

10. STATUS OF CONSULTANT

- A. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent consultant and that no relationship of employer-employee exists between the parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement; and as an independent consultant, CONSULTANT hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligation hereunder is subject to the control or direction of COUNTY and CITY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONSULTANT for accomplishing the results.
- C. If, in the performance of this Agreement, any third persons are employed by CONSULTANT, such person shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law,

shall be determined by CONSULTANT, and neither COUNTY nor CITY shall have any right or authority over such persons or the terms of such employment.

- D. It is further understood and agreed that as an independent consultant and not an employee of COUNTY or CITY, neither the CONSULTANT nor CONSULTANT's assigned personnel shall have any entitlement as a COUNTY or CITY employee, right to act on behalf of COUNTY or CITY in any capacity whatsoever as agent, nor to bind COUNTY or CITY to any obligation whatsoever. CONSULTANT shall not be covered by worker's compensation; nor shall CONSULTANT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the COUNTY or CITY to employees of COUNTY or CITY.
- E. It is further understood and agreed that CONSULTANT must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONSULTANT's assigned personnel under the terms and conditions of this Agreement.

11. REIMBURSEMENT OF EXPENSES

Expenses shall be itemized as a separate line item on the monthly invoice for payment. Original receipts are required to be submitted for reimbursement.

12. CONSULTANT IDENTIFICATION

CONSULTANT shall provide COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code Section 1088.8 and Sacramento County Code Chapter 2.160: CONSULTANT's name, address, telephone number, social security number or federal tax identification number, and whether dependent health insurance coverage is available to CONSULTANT.

13. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONSULTANT's failure to comply with state and federal child, family and spousal support reporting requirements regarding CONSULTANT's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.

- B. CONSULTANT's failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.

14. BENEFITS WAIVER

If CONSULTANT is unincorporated, CONSULTANT acknowledges and agrees that CONSULTANT is not entitled to receive the following benefits and/or compensation from COUNTY or CITY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONSULTANT or any employee or agent of CONSULTANT seek to obtain such benefits from COUNTY or CITY, CONSULTANT agrees to indemnify and hold harmless COUNTY and CITY from any and all claims that may be made against COUNTY or CITY for such benefits.

15. CONFLICT OF INTEREST

CONSULTANT and CONSULTANT's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

16. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONSULTANT shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COUNTY or CITY, CONSULTANT shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649, inclusive.

17. PUBLIC COMMUNICATIONS

- A. CONSULTANT agrees to acknowledge in all public communications and public outreach related to the program and/or project funded under this Agreement that the program and/or project is supported by Sacramento Housing and Redevelopment Agency, a Joint Powers Authority of Sacramento County and the City of Sacramento.

- B. CONSULTANT further agrees to promptly inform COUNTY and CITY of any public communications or public outreach activities related to the program and/or project. CONSULTANT shall submit drafts of any press releases or promotional materials for review and approval by COUNTY and CITY prior to dissemination.

18. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. CONSULTANT agrees and assures COUNTY and CITY that CONSULTANT and any subconsultants shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY or CITY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, gender identity, gender expression, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONSULTANT shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY and CITY employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONSULTANT represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONSULTANT agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONSULTANT shall include this nondiscrimination provision in all subcontracts related to this Agreement.

19. INDEMNIFICATION

- A. To the fullest extent permitted by law, for work or services provided under this Agreement, CONSULTANT shall indemnify, defend, and hold harmless COUNTY, its Board of Supervisors, officers, directors, officials, employees, authorized volunteers, and agents (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and costs incidental thereto (collectively "Claims"),

including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, arising out of or resulting from CONSULTANT's performance of this Agreement, except and in proportion to the extent caused by the negligence of COUNTY, its Board of Supervisors, officers, directors, employees, agents or volunteers.

- B. To the extent permitted by law, this indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONSULTANT, CONSULTANT's subconsultants, or any party used by CONSULTANT in performance of this Agreement.
- C. The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

20. INSURANCE

Without limiting CONSULTANT's indemnification, CONSULTANT shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONSULTANT to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to CONSULTANT under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this Agreement may be grounds for material breach of contract.

21. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C except in the instance of an approved amendment.
- B. CONSULTANT shall submit an invoice in accordance with the procedures prescribed by COUNTY and CITY on a monthly basis. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day following the invoice period, and COUNTY shall pay CONSULTANT within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY and CITY operate on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY and CITY unless CONSULTANT has obtained prior written COUNTY and CITY approval to the contrary.

- D. CONSULTANT shall maintain for four (4) years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONSULTANT fails to comply with any provisions of this Agreement, COUNTY and CITY may withhold payment until such non-compliance has been corrected.

22. SUBCONTRACTS, ASSIGNMENT

- A. CONSULTANT shall obtain prior written approval from COUNTY and CITY before subcontracting any of the services delivered under this Agreement. CONSULTANT remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONSULTANT shall be held responsible by COUNTY and CITY for the performance of any subconsultant whether approved by COUNTY and CITY or not.
- B. This Agreement is not assignable by CONSULTANT in whole or in part, without the prior written consent of COUNTY and CITY.
- C. The County Executive Officer and City Manager have the authority to approve assignment of this Agreement under paragraphs (A) and (B), above.

23. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by the County Executive Officer and the City Manager and their respective Counsels.

24. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CONSULTANT in the same manner as if they were expressly named.

25. TIME

Time is of the essence of this Agreement.

26. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

27. COUNTY EXECUTIVE OFFICER/CITY MANAGER

As used in this Agreement, "County Executive Officer" shall mean the County Executive Officer for the County of Sacramento. "City Manager" shall mean the City Manager of the City of Sacramento. The County Executive Officer or their designee shall administer this Agreement on behalf of COUNTY and is authorized, with the concurrence of the City Manager to make administrative amendments to this Agreement relating to scope of work or services; pricing; performance standards, milestones, schedules, and timelines; management practices; and similar matters so long as such amendments do not affect the Total Maximum Payment Amount set forth in Exhibit C (including adjustments authorized under this Agreement and Sacramento County Code § 2.61.440). Unless otherwise provided herein or required by applicable law, the County Executive Officer shall be vested with all the rights, powers, and duties of COUNTY herein. With respect to matters subject to the approval, satisfaction, or discretion of COUNTY, the County Executive Officer's decision in such matters shall be final.

28. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONSULTANT shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within fifteen (15) calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

29. TERMINATION

- A. COUNTY, with agreement by CITY or CONSULTANT may terminate this Agreement without cause upon thirty (30) days' written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY and CITY to CONSULTANT and it is later determined that CONSULTANT was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY, with agreement by CITY, may terminate this Agreement for cause immediately upon giving written notice to CONSULTANT should CONSULTANT materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY and CITY. If notice of termination for cause is given by COUNTY and CITY to CONSULTANT and it is later determined that CONSULTANT was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY with agreement by CITY, may terminate or amend this Agreement immediately upon giving written notice to CONSULTANT, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; 4) if funds that were previously appropriated for this Agreement are reduced, eliminated and/or re-allocated by COUNTY as a result of mid-year budget or revenue reductions during the fiscal year or; 5) if CITY fails to authorize the Executive Director of SHRA to enter into a Memorandum of Understanding between SHRA and the County to reimburse the County for costs related to the Agreement.
- D. If this Agreement is terminated under Paragraph A or C above, CONSULTANT shall only be paid for any service completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONSULTANT shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONSULTANT covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONSULTANT an amount which exceeds a pro rata portion of the Agreement total based on

the portion of the Agreement term that has elapsed on the effective date of the termination.

- E. CONSULTANT shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that CONSULTANT can legally cancel.
- F. The County Executive Officer, jointly with the City Manager, has authority to terminate this Agreement under paragraphs (A), (B) and (C), above.

30. REPORTS

- A. CONSULTANT shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by the County Executive Officer, jointly with the City Manager, concerning CONSULTANT's activities as they affect the contract duties and purposes herein. COUNTY and CITY shall explain procedures for reporting the required information.

31. AUDITS AND RECORDS

Upon COUNTY and CITY's request, COUNTY and CITY or its designee shall have the right at reasonable times and intervals to audit, at CONSULTANT's premises, CONSULTANT's financial and program records directly related to the services provided under this contract as COUNTY and CITY deem necessary to determine CONSULTANT's compliance with legal and contractual requirements and the correctness of claims submitted by CONSULTANT. CONSULTANT shall maintain such records for a period of four (4) years following termination of the Agreement and shall make them available for copying upon COUNTY and CITY's request at COUNTY and CITY's expense. COUNTY shall have the right to withhold any payment under this Agreement until CONSULTANT has provided access to CONSULTANT's financial and program records related to this Agreement.

32. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CONSULTANT regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONSULTANT regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

33. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or

unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

34. FORCE MAJEURE

Neither CONSULTANT nor COUNTY nor CITY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

35. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

36. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that they are duly authorized and have legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

37. DUPLICATE COUNTERPARTS

This Agreement may be executed in several counterparts, all of which together shall be deemed one and the same agreement. The Agreement shall be deemed executed when it has been signed by both parties.

Electronic and scanned signatures shall be deemed original signatures for all purposes, including proof of terms herein, and shall be binding on each party.

38. ADDITIONAL PROVISIONS

The additional provisions contained in Exhibits A, B, and C attached hereto are part of this Agreement and are incorporated herein by reference.

[Contract No. _____]

(SIGNATURE PAGE FOLLOWS)

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

COUNTY OF SACRAMENTO, a political subdivision of the State of California

CVR Associates, Inc,

By: David Villanueva
County Executive Officer
County of Sacramento

By: Melanie Campbell
Co-President

“COUNTY”

“CONSULTANT”

Date:

Date:

Agreement approved by
Board of Supervisors

Approved as to Form by the City of
Sacramento

Agenda Date: January 27, 2026
Item Number: 3
Resolution Number: 2026-0035

By: _____
Maraskeshia S. Smith
City Manager
City of Sacramento

“CITY”

Date: _____

Contract and Consultant Tax Status Reviewed and Approved by County Counsel

By: Lisa A. Travis
County Counsel

Date:

**EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO
hereinafter referred to as "COUNTY,"
and CVR Associates, Inc.
hereinafter referred to as "CONSULTANT"**

SCOPE OF SERVICES

1. SERVICE LOCATION(S)

Facility Name(s): Sacramento Housing and Redevelopment Agency
 Street Address: 801 12th Street
 City and Zip Code: Sacramento, CA 95814

2. DESCRIPTION OF SERVICES

Consultant's employee, Kris Warren, shall serve as SHRA Executive Director, with all the authority and responsibility vested in that position, including reporting to the Board of Supervisors of Sacramento County, the Sacramento City Council, the Housing Authority of the County of Sacramento, and the Housing Authority of the City of Sacramento.

3. PROJECT PERSONNEL

In the performance of the services hereunder, CONSULTANT shall provide the personnel identified in Paragraph 2 of Exhibit A. Any change in such personnel or reassignment in their project responsibilities must be agreed to in writing by the Sacramento County Board of Supervisors and the Sacramento City Council in a manner consistent with the Joint Powers Agreement for the Sacramento Housing and Redevelopment Agency before any such change may be made. Key contacts for this project shall be as follows:

COUNTY:	NAME: PHONE: E-MAIL:	David Villanueva, County Executive Officer (916) 874-5886 villanuevad@saccounty.gov
CITY:	NAME: PHONE: E-MAIL:	Maraskeshia S. Smith, City Manager (916) 808-5775 mssmith@cityofsacramento.org
CONSULTANT:	NAME: PHONE: E-MAIL:	Melanie Campbell 210-896-7335 melanie@cvrassociates.com

EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO
hereinafter referred to as "COUNTY,"
and CVR Associates, Inc.
hereinafter referred to as "CONSULTANT"

I. INSURANCE

Without limiting CONSULTANT's indemnification, CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injury to persons or damage to property which may arise from or is in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, its employees, agents, representatives, subconsultants, or any other party for which CONSULTANT is legally liable.

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Personal Lines automobile insurance shall apply if vehicles are individually owned with limits of no less than \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

3. Workers' Compensation: Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4. Professional Liability (Errors and Omissions): Insurance appropriate to the CONSULTANT's profession, with limit no less than \$2,000,000 per occurrence or claim and \$4,000,000 aggregate covering CONSULTANT's wrongful acts, errors and omissions. Any aggregate limit for professional liability must be separate and in addition to any CGL aggregate limit.

If the CONSULTANT maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONSULTANT.

III. INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, as applicable, the following provisions:

- 1. Additional Insured Status:** The COUNTY, its Board of Supervisors, all COUNTY officers, officials, employees, volunteers, and agents, Sacramento Housing and Redevelopment Agency, Housing Authority of the City of Sacramento, and Housing Authority of the County of Sacramento (“Additional Insureds”) are to be covered as additional insureds on the general and auto liability policies with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts, equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement on the CONSULTANT’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- 2. Primary Coverage:** For any claims related to this Agreement, the CONSULTANT’s insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be excess of the CONSULTANT’s insurance and shall not contribute with it. This also applies to any CONSULTANT Excess or Umbrella liability policies.
- 3. Umbrella or Excess Policy:** The CONSULTANT may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable if the Primary and Umbrella or Excess Policies provide all the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the CONSULTANT’s primary and excess liability policies are exhausted.

4. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled without notice to the COUNTY.
5. **Waiver of Subrogation:** CONSULTANT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONSULTANT may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
6. **Self-Insured Retentions:** Self-insured retentions ("SIR"s) must be declared to and approved by the COUNTY in writing. The COUNTY may require the CONSULTANT to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or COUNTY. Any and all deductibles and SIRs shall be the sole responsibility of CONSULTANT or subconsultant who procured such insurance and shall not apply to the Additional Insureds. The COUNTY may deduct from any amounts otherwise due CONSULTANT to fund the SIR/deductible. Policies shall not contain any SIR provision that limits the satisfaction of the SIR to the CONSULTANT. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR or deductible. The COUNTY reserves the right to obtain a copy of any policies and endorsements for verification.
7. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII. Lower rated, or approved but not admitted insurers, or any other requirement changes (such as limits) are subject to the prior approval of the County Risk Manager.
8. **Claims Made Policies:** If any of the required policies provide claims-made coverage (1) the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work, (2) insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract of work, and (3) if coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONSULTANT must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

- 9. Verification of Coverage:** CONSULTANT shall furnish the COUNTY with original certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this Exhibit. All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Any failure, actual or alleged, on the part of the COUNTY to monitor or enforce compliance with any of the insurance requirements is not deemed a waiver of any rights on the part of the COUNTY.
- 10. Severability of Interest:** The CONSULTANT 's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 11. Subconsultants:** If CONSULTANT uses subconsultants or others to perform work under this Agreement, such subconsultants or other persons shall be Named Insured or Additional Insured to the CONSULTANT's required insurance coverage or required by the CONSULTANT to comply with equivalent insurance and conditions of this section.
- 12. Maintenance Of Insurance Coverage:** CONSULTANT shall provide COUNTY with evidence of each policy's renewal ten (10) days in advance of its anniversary date. CONSULTANT is required by this Agreement to immediately notify COUNTY if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. CONSULTANT shall provide evidence that such insurance has been replaced, or its cancellation notice is withdrawn, without any interruption in coverage, scope or limits. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of CONSULTANT to furnish insurance during the term of this Agreement. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.
- 13. Special Risks or Circumstances:** COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**EXHIBIT C to Agreement
between the COUNTY OF SACRAMENTO
hereinafter referred to as "COUNTY,"
and CVR Associates, Inc.
hereinafter referred to as "CONSULTANT"**

COMPENSATION

1. MAXIMUM PAYMENT TO CONSULTANT

The Maximum Total Payment Amount under this Agreement is: **\$348,000**

Compensation Summary	
Monthly Fixed Fee	\$29,000

2. COMPENSATION COMPONENTS

The Compensation for services rendered under this Agreement shall be billed on a monthly basis at the usual customary rates for the services rendered and shall not exceed \$348,000. Total compensation for services rendered by CONSULTANT shall not exceed the maximum total above.

3. AMENDMENT

This Agreement may be amended to increase the maximum compensation amount; provided, however, that such increase shall not exceed the lesser of ten percent (10%) of the annual payment amount under this Agreement or \$34,800.

4. SUBMISSION OF INVOICES

CONSULTANT shall address and submit all invoices associated with this Agreement by U.S. mail or personal delivery to the following address:

County of Sacramento
Attn: David Villanueva
700 H Street, Suite 7650
Sacramento, CA 95814

City of Sacramento
Attn: Maraskeshia S. Smith
915 I Street, 5th Floor
Sacramento, CA 95814

E-mail: oceaccountspayable@saccounty.gov

CONSULTANT shall include the following information on all invoices:

- a. Contract Number _____
- b. Project Name _____
- c. Date of Invoice Submission _____
- d. Time Period Invoice Covers _____

- e. Services Provided and Respective Compensation Requested
- f. Any other information deemed necessary by CONSULTANT and/or COUNTY and CITY.

5. PAYMENTS

The COUNTY and CITY shall review work product and invoices. The COUNTY and CITY shall jointly approve and authorize payments. In accordance with the Compensation and Payment of Invoices Limitations provisions of this Agreement, COUNTY shall address and submit payments to CONSULTANT at address in the Notice provision of this Agreement.

CVR Associates, Inc.
Lockbox #641751
500 First Avenue
Pittsburgh, PA 15219

CONSULTANT may change the address to which subsequent payments shall be sent by giving written notice designating a change of address to COUNTY, which shall be effective upon receipt

**EXHIBIT D
FEDERAL CONTRACT PROVISIONS
(U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
2 CFR PART 200, APPENDIX II)**

These Federal Contract Provisions (this "Exhibit D") are incorporated into and made part of the Agreement by and between the County of Sacramento ("COUNTY") and the Consultant ("CONSULTANT"). This Exhibit D shall apply only to the extent that all or a portion of the Agreement is funded with federal financial assistance, including but not limited to funds provided by the United States Department of Housing and Urban Development ("HUD"). In the event of a conflict between this Exhibit D and any other provision of the Agreement, the federal requirements set forth herein shall govern to the extent required by applicable federal law.

For purposes of this Exhibit D, the term "Contractor" as used in 2 CFR Part 200, Appendix II, shall mean CONSULTANT.

1. APPLICABILITY OF FEDERAL REQUIREMENTS

CONSULTANT acknowledges that the Agreement may be funded in whole or in part with federal funds and agrees to comply with all applicable federal statutes, regulations, executive orders, and HUD requirements, including but not limited to 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and HUD program requirements applicable to the funding source.

2. ADMINISTRATIVE, CONTRACTUAL, AND LEGAL REMEDIES (2 CFR Part 200, Appendix II(a))

The administrative, contractual, and legal remedies available to COUNTY in the event of CONSULTANT's breach of the Agreement are set forth in the Agreement, including but not limited to provisions governing withholding of payment, indemnification, dispute resolution, and termination. These remedies apply to this Exhibit D as fully as if restated herein.

3. TERMINATION FOR CAUSE AND FOR CONVENIENCE (2 CFR Part 200, Appendix II(b))

Termination provisions applicable to federal awards, including termination for cause, termination for convenience, and termination due to the unavailability of federal funds, are set forth in the Agreement. Such provisions are incorporated herein by reference and shall apply to any termination involving federal funds.

4. EQUAL EMPLOYMENT OPPORTUNITY (2 CFR Part 200, Appendix II(c))

CONSULTANT shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended; the regulations of the U.S. Department of Labor set forth in 41 CFR Part 60; and all applicable rules, regulations, and orders of the Secretary of Labor. CONSULTANT shall include the equal employment opportunity clause in all

subcontracts and shall furnish all information and reports required by such regulations.

5. DAVIS-BACON ACT (2 CFR Part 200, Appendix II(d))
If the Agreement involves construction, alteration, or repair of public buildings or public works and is subject to the Davis-Bacon Act (40 U.S.C. §§ 3141–3148), CONSULTANT shall comply with all requirements of the Act, including the payment of prevailing wages as determined by the U.S. Department of Labor, and the regulations set forth in 29 CFR Part 5. Applicable wage determinations shall be incorporated into the Agreement by reference.
6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR Part 200, Appendix II(e))
Where applicable, CONSULTANT shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708) and the regulations set forth in 29 CFR Part 5, including overtime requirements and recordkeeping obligations.
7. RIGHTS TO INVENTIONS, DATA, AND COPYRIGHTS (2 CFR Part 200, Appendix II(f))
To the extent required by federal law, HUD regulations, or the terms of the federal award, CONSULTANT agrees that HUD, the federal awarding agency, and the Comptroller General of the United States shall have a nonexclusive, irrevocable, royalty-free license to reproduce, publish, or otherwise use, and to authorize others to use, for federal purposes, any data, reports, documents, or other work products developed under the Agreement.
8. CLEAN AIR ACT AND CLEAN WATER ACT (2 CFR Part 200, Appendix II(g))
For contracts in excess of \$150,000, CONSULTANT shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.). CONSULTANT shall report any violations to COUNTY and to HUD as required.
9. SUSPENSION AND DEBARMENT (2 CFR Part 200, Appendix II(h))
CONSULTANT certifies that neither it nor its principals are suspended, debarred, or otherwise excluded from participation in federally assisted programs pursuant to 2 CFR Part 180 and HUD regulations at 2 CFR Part 2424. CONSULTANT shall not enter into any subcontract with a party that is suspended or debarred.
10. BYRD ANTI-LOBBYING AMENDMENT (2 CFR Part 200, Appendix II(i))
For contracts exceeding \$100,000, CONSULTANT shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and shall submit any required certifications and disclosures, including Standard Form LLL, as applicable.

11. PROCUREMENT OF RECOVERED MATERIALS (2 CFR Part 200, Appendix II(j))
CONSULTANT shall comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962) and implementing regulations at 40 CFR Part 247, where applicable, by procuring products containing recovered materials as designated by the U.S. Environmental Protection Agency.
12. DOMESTIC PREFERENCE – BUILD AMERICA, BUY AMERICA ACT (2 CFR Part 200, Appendix II(k))
To the extent the Agreement involves infrastructure, CONSULTANT shall comply with the domestic preference requirements of the Build America, Buy America Act (41 U.S.C. §§ 8301–8305), as implemented by HUD, including the use of iron, steel, manufactured products, and construction materials produced in the United States, unless an approved waiver applies.
13. ACCESS TO RECORDS – COMPTROLLER GENERAL (2 CFR Part 200, Appendix II(l))
CONSULTANT agrees that COUNTY, SHRA, HUD, the federal awarding agency, the Comptroller General of the United States, and any of their duly authorized representatives shall have access to and the right to examine any books, documents, papers, and records of CONSULTANT that are pertinent to the Agreement for purposes of audit, examination, excerpts, and transcripts.
14. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968
If applicable, CONSULTANT shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) and the implementing regulations at 24 CFR Part 75. CONSULTANT shall include Section 3 requirements in all subcontracts and shall make good faith efforts to provide employment, training, and contracting opportunities to Section 3 workers and business concerns.
15. FLOW-DOWN REQUIREMENTS
CONSULTANT shall include all applicable federal requirements set forth in this Exhibit D in every subcontract and shall ensure subcontractor compliance.