



City of San Leandro

Meeting Date: December 1, 2014

Staff Report

File Number: 14-480 **Agenda Section:** CONSENT CALENDAR

Agenda Number: 8.F.

TO: City Council

FROM: Chris Zapata
City Manager

BY: Cynthia Battenberg
Community Development Director

FINANCE REVIEW: David Baum
Finance Director

TITLE: Staff Report for Resolution Authorizing the City Manager to Execute a State Standard Agreement with the California Department of Housing and Community Development for Housing-Related Parks Program Grant in the Amount of \$1,376,600

SUMMARY AND RECOMMENDATIONS

Staff recommends that the City Council adopt a resolution to authorize the City Manager, or his designee, to execute a State of California Standard Agreement to secure the \$1,376,600 Housing-Related Parks Program Grant that the State of California - Department of Housing and Community Development has awarded to the City.

BACKGROUND

On October 2, 2013, the State of California Department of Housing and Community Development (HCD) released the Notice of Funding Availability for the Housing-Related Parks (Parks) Program grant funds. The Parks Program is funded through Proposition 1C, the Housing Emergency Shelter Trust Fund Act of 2006. A total of \$25 million is available for the 2013 funding round.

At its January 6, 2014 Council meeting, the City Council authorized the submission of the City's Parks Program Application to HCD. The City submitted its Application prior to HCD's January 22, 2014 deadline.

The Parks Program is an innovative incentive program designed to reward local governments that approve housing for very low- [50% of Area Median Income (AMI)] and low-income (80% AMI) households between the period of January 1, 2010 through June 30, 2013 and are in compliance with State housing element law with grant funds to create and/or renovate community parks and recreational facilities. Low-income and very-low income housing units that were substantially rehabilitated, converted from market rate to affordable, or preserved with certificates of occupancy were considered in the calculation of total approved housing

figures.

HCD has awarded the City a Parks Program Grant in the amount of \$1,376,600 based on the creation of 746 low-income and 84 very low-income units and three “Qualifying Park Projects”, which are City park and recreation facilities that meet the eligible use criteria for funding through the Parks Program.

Analysis

To secure the \$1,376,600 Parks Program Grant, the City must execute and deliver to HCD a State of California Standard Agreement (Standard Agreement) as well as any and all other documents, including all amendments, required or deemed necessary or appropriate (collectively, the “Parks Grant Documents”).

HCD must receive a fully-executed Standard Agreement before the City is authorized to encumber charges against the grant award. HCD must also receive the adopted resolution before any actual funds are disbursed to the City.

Per the City’s Standard Agreement, the City will be authorized to use its grant award to rehabilitate two of its community parks, Siempre Verde and Thrasher Park, and to create a science-based innovative and interactive Exploratorium art exhibit at Joaquin Plaza in downtown San Leandro. The City will replace outdated playground equipment and renovate the group picnic area at Siempre Verde. At Thrasher Park, the City will modernize equipment and install a new safety fence. The expenditure deadline for all awarded funds is June 30, 2016.

Applicable General Plan Policies

The Parks Program provides an opportunity for the City to pursue and achieve its General Plan goals and objectives related to City parks and recreational facilities:

Goal 21: Rehabilitation of Existing Parks

Policy 21.01: Park Rehabilitation

Encourage the rehabilitation of the City’s parks to provide residents of all ages and physical capabilities with access to as wide variety of recreational experiences as possible. Park improvements should maintain a balance between active and passive recreation areas and should ensure that the park system benefits a diverse range of interest groups.

Policy 21.02: Park Maintenance

Provide for the regular, systematic maintenance of San Leandro’s parks and recreational facilities to prevent deterioration, ensure public safety, and permit continued public use and enjoyment.

Policy 21.03: Priority on Renovation

Where cost savings and equivalent benefits would be achieved, rehabilitate existing

recreational facilities before building entirely new facilities. A priority should be placed on renovating athletic fields and swimming pools, and replacing outdated facilities with new facilities that are safe, attractive, and better meet current needs.

Fiscal Impacts

There is no fiscal impact on the City to accept the \$1,376,600 HRP grant award from HCD.

PREPARED BY: Steve Hernandez, Housing Specialist II, Community Development Department



City of San Leandro

Meeting Date: December 1, 2014

Resolution - Council

File Number: 14-481

Agenda Section: CONSENT CALENDAR

Agenda Number:

TO: City Council

FROM: Chris Zapata
City Manager

BY: Cynthia Battenberg
Community Development Director

FINANCE REVIEW: David Baum
Finance Director

TITLE: RESOLUTION Authorizing the City Manager to Execute a State Standard Agreement with the California Department of Housing and Community Development for a Housing-Related Parks Program Grant in the Amount of \$1,376,600 (provides necessary approval for the City of San Leandro to execute the Housing-Related Parks Program Grant Documents to secure the awarded Parks Program Grant)

WHEREAS, the State of California, Department of Housing and Community Development (the "Department") issued a Notice of Funding Availability dated October 2, 2013 ("NOFA"), under its Housing-Related Parks ("Parks") Program; and

WHEREAS, by Resolution No. 2014-004, the City of San Leandro (the "Applicant") was authorized to apply for a Parks Program Grant and submitted the 2013 Designated Program Year Application Package released by the Department for the Parks Program; and

WHEREAS, the Department is authorized to approve funding allocations for the Parks Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement; and

WHEREAS, the Department awarded the City of San Leandro a Parks Program Grant in the amount of \$1,376,600.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:

1. The Applicant (City of San Leandro) is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement ("Standard Agreement"), for a Parks Program Grant in the amount of \$1,376,600, and any and all other documents required or deemed necessary or appropriate to secure the Parks Program Grant from the Department, and all amendments thereto (collectively, the "Parks Grant Documents"); and

2. The Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA, the Program Guidelines and the Application Package; and

3. That the City Manager, or his designee, is authorized to execute the Parks Grant Documents as required by the Department for participation in the Parks Program.

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

14-HRPP-9139

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

City of San Leandro

2. The term of this

Agreement is:

Upon HCD Approval through 09/30/2016

3. The maximum amount of this

Agreement is:

\$1,376,600.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

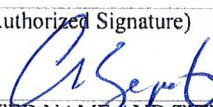
Exhibit A - Authority, Purpose and Scope of Work	2
Exhibit B - Budget Detail and Payment Provisions	2
Exhibit C - State of California General Terms and Conditions*	GTC - 610
Exhibit D - HRPP Terms and Conditions	2
Exhibit E - Special Terms and Conditions	1
Exhibit F - Additional Provisions	0

TOTAL NUMBER OF PAGES ATTACHED:

7 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Service Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc)		
City of San Leandro		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	10/23/14	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Chris Zapata, City Manager		
ADDRESS		
835 East 14th Street, San Leandro, CA 94577		
STATE OF CALIFORNIA		
AGENCY NAME		
Department of Housing and Community Development		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Cathy Parr, Contracts Manager, Business & Contract Services Branch		
ADDRESS		
2020 W. El Camino Ave, Sacramento, CA 95833		

Exempt per: SCM 4.04.A.3 (DGS Memo dated 6/12/81)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

Housing-Related Parks (HRP) Program Grant

1. Authority

Pursuant to Chapter 8 of Part 2 of Division 31 of the California Health and Safety Code, commencing with Section 50700, as added by Section 1 of Chapter 641 of the Statutes of 2008, the State of California Department of Housing and Community Development (herein referred to as the "State" or the "Department") has established the Housing-Related Parks (HRP) Program (the "Program"). This Standard Agreement (the "Agreement") is entered into under the authority of, and in furtherance of the purposes of, the Program as set forth in Health and Safety Code Section 50701. Pursuant to Health and Safety Code Sections 50702 and 50704.5, the State has issued a Notice of Funding Availability, dated October 2, 2013 (NOFA) and Program guidelines dated September 2013 (the "Guidelines") governing the Program.

2. Purpose

In accordance with the authority cited above, the Contractor has applied to the State for financial assistance (the "Application") in the form of a grant from the Program (the "Grant"). The State has agreed to make the Grant, as a financial incentive based on the issuance of housing starts, for housing units affordable to very low- and low-income households by the Contractor pursuant to the terms of the NOFA, the Guidelines and this Agreement. Based on the representations made by the Contractor in its Application, which is hereby incorporated as if set forth in full, the State shall provide a Grant in the amount shown below for the purpose of paying for capital improvement(s) related to the acquisition, rehabilitation, or construction of a Park and Recreation Facility.

The State and the Contractor have agreed to enter into this Agreement in accordance with the terms and conditions herein, subject to all the provisions of the applicable statutes, the NOFA, the Guidelines and further subject to the State laws and requirements governing State contracts. Capitalized terms herein shall have the meaning of the definitions set forth in the Guidelines.

3. Scope of Work

Creation of exhibit in partnership with the Exploratorium at Joaquin Plaza; Rehabilitation of Siempre Verde Park and Thasher Park.

EXHIBIT A

Grant Timelines

No work performed prior to the effective date of this Agreement or after June 30, 2016, shall be funded. The effective date of this Agreement is the date it is executed by the State, after execution by the Contractor. All funds must be requested from the Department no later than April 30, 2016. For the purpose of this Agreement, no funds may be expended after June 30, 2016. It is the responsibility of the Contractor to monitor the project and timeliness of draws within the specified dates.

4. Grant Amount

The total amount of this Grant is \$ 1,376,600.00.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

HRP Program Grant

1. Allowable Uses of Grant Funds

- A. Grant funds shall only be used for projects approved by the State that involve the construction, rehabilitation, and/or acquisition of capital assets as defined by the California Government Code, Section 16727(a) that benefit the community within the Contractor's jurisdiction and as further set out in Section 108 of the Guidelines. Capital assets include tangible physical property with an expected useful life of fifteen (15) years or more, equipment with an expected useful life of two (2) years or more, or major maintenance, reconstruction, or demolition for purposes of reconstruction and/or retrofitting work.
- B. Incidental expenses shall not be paid by Grant funds unless they are directly related to the construction or acquisition of an eligible capital asset. Such expenses include costs associated with planning, engineering, construction management, environmental impact reports, appraisals, site acquisitions, or necessary easements.
- C. Grant funds shall not be expended for the administrative costs of persons directly employed by the Contractor or for other "soft" costs that are not directly related to the construction, rehabilitation or acquisition of capital assets.

2. Performance

Contractor shall take such actions, pay such expenses and do all things necessary to complete the Work specified in Exhibit A in accordance with the schedule for completion set forth therein and within the terms and conditions of this Agreement.

3. Fiscal Administration

- A. Term: The effective date of this Agreement is the date upon which it is executed by the State (the date stamped in the lower right portion of the Standard Agreement (Std. 213) through September 30, 2016. All funds must be requested by the Contractor by April 30, 2016 and expended by June 30, 2016. This Agreement shall terminate September 30, 2016.
- B. The Contractor shall make any and all request(s) for disbursement no earlier than ninety (90) days from the anticipated need for the funds, using the forms provided by the State. The forms will be made available at <http://www.hcd.ca.gov/hpd/hrpp>. The Contractor shall expend the funds within 90 days from the date of receipt from the State, or by June 30, 2016, whichever occurs earlier and subsequent supporting documentation shall be submitted to the Department.
- C. Failure to expend contract funds in a timely manner may affect future funding.

EXHIBIT B

- D. A separate checking account for the Grant funds is not required. However, the Contractor shall deposit Grant funds in an interest bearing checking or savings account, or the State may require the Contractor to deposit all Grant funds into a segregated account in an institution whose deposits are insured by the federal or state government. All interest earned from the deposit of Grant funds shall be used for allowable, Program purposes and accounted for to the State. All funds not expended within 90 days of receipt, or by June 30, 2016, as applicable, shall be returned to the State with accrued interest.
- E. The Contractor shall make a good faith effort to minimize the number of disbursement requests to the State by anticipating and requesting in advance the maximum amount of funds that can be expended within the (ninety) 90 day time frame.
- F. The Contractor shall inform the State within a reasonable amount of time in the event that expenditures related to an authorized project(s) are less than the total Grant award. The Contractor may expend the balance of Grant funds on additional capital assets projects, upon written State approval. Contractor shall provide the State with a letter of request that describes the additional project(s) to be funded.
- G. The Contractor shall immediately inform the State, no later than December 31, 2015, if the Contractor anticipates it will not be able to expend all Grant funds by June 30, 2016.
- H. The Contractor is responsible for maintaining records which fully disclose the activities funded by the Grant. Adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to Grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final, absent fraud, mistake or arbitrariness.
- I. Any Grant funds remaining unexpended as of June 30, 2016, must be returned to the State with accrued interest. Checks shall be made payable to the Department of Housing and Community Development (HCD) and shall be mailed to the Department at the address below, no later than July 31, 2016.

Department of Housing and Community Development
Accounting Division
2020 W. El Camino Ave.
P.O. Box 952050
Sacramento, California 94252-2050

EXHIBIT D

HRP PROGRAM GENERAL TERMS AND CONDITIONS

HRP Program Grant

1. Report Requirements

During the term of this Agreement, the Contractor shall submit the following reports by the deadlines specified, or as otherwise required at the discretion of the State:

- A. The Contractor shall submit annual reports to the State thirty (30) days after December 31st of each year ("Annual Report"), during the term of this Agreement for as long as the Contractor has not expended all Grant funds. The Annual Report shall contain (1) the progress the Contractor has made in completing the approved projects partially or wholly funded by the Grant, including a description of the community benefit; (2) the amount of Grant funds drawn down and expended to date by the Contractor; and (3) a description of projects completed. The Contractor shall use the forms provided by the State made available at <http://www.hcd.ca.gov/hpd/hrpp>; and,
- B. Upon complete expenditure of the Grant funds, the Contractor shall submit a final report in a manner satisfactory to the State ("Final Report"). The Final Report shall be submitted to the State within 60 days of June 30, 2016, the date all funds must be expended. The Final Report shall contain (1) a description of the final capital assets constructed or purchased with the Grant funds; and, (2) the number of certificates of occupancy issued in relation to the number of building permits issued in the program year. The Contractor shall use the forms provided by the State made available at <http://www.hcd.ca.gov/hpd/hrpp>.

2. State Contract Coordinator

The state contract coordinator of this Agreement for the Department is the HRP Program Manager, Division of Housing Policy Development, or the Manager's designee ("State Contract Coordinator"). Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed first class to the State Contract Coordinator at the following address:

Department of Housing and Community Development
Division of Housing Policy Development
2020 W. El Camino Ave, P.O. Box 95250
Sacramento, California 94252-2050
Attention: HRP Program Manager

3. Audit/Retention and Inspection of Records

Contractor agrees that the Department or its delegatee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Contractor agrees to provide the Department or its delegatee with any relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal

EXHIBIT D

business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the California Public Contract Code Section 10115 et seq., the California Government Code Section 8546.7 and Title 2, California Code of Regulations, Section 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this Agreement. Contractor shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in the California Public Contract Code Section 10115.10.

4. Special Conditions

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

5. Prevailing Wages

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, Contractor shall ensure that the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of the California Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. For the purpose of this requirement "construction work" includes, but is not limited to rehabilitation, alternation, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract, with the properly licensed building contractor incorporating these requirements (the "construction contractor"). Where the construction contract will be between the Contractor and a licensed building contractor the Contractor shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the Contractor will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body". Prior to any disbursement of funds, including but not limited to release of any final retention payment, the State may require a certification from the awarding body that prevailing wages have been or will be paid.

EXHIBIT E

HRP PROGRAM SPECIAL TERMS AND CONDITIONS

HRP Program Grant

The following Special Terms and Conditions are applicable to this Agreement and shall control notwithstanding anything to the contrary herein:

1. No grant funds will be disbursed until the Department has been provided with and approves an acceptable updated resolution authorizing the exact grant award amount encumbered by this Standard Agreement.