



City of San Leandro

Meeting Date: January 4, 2016

Staff Report

File Number: 15-687

Agenda Section: CONSENT CALENDAR

Agenda Number: 8.F.

TO: City Council

FROM: Chris Zapata
City Manager

BY: Keith Cooke
Engineering & Transportation Director

FINANCE REVIEW: David Baum
Finance Director

TITLE: Staff Report for a Resolution Appropriating Grant Funds and Returning General Funds to Fund Balance for the Siempre Verde Park Reconstruction Project, Project No. 2015.0270

SUMMARY AND RECOMMENDATIONS

Staff recommends that newly received grant funds should be appropriated for the Siempre Verde Park Rehabilitation Project, Project 2015.0270 and that a portion of the previously appropriated General Funds for the project should be returned to fund balance.

BACKGROUND

Construction at Siempre Verde Park is currently underway. A contract was awarded to Robert A. Bothman Construction on September 8, 2015 for construction of improvements per plans and specifications prepared by Harris Design. Said plans are generally in conformance with a park master plan prepared by the same firm in 2010. Bids for the project were favorable and all bid alternatives items are included in the construction contract.

The Siempre Verde Park Rehabilitation Project is presently funded by a 2014 grant from the State of California Department of Housing and Community Development (HCD) and allocations from the City's General Fund and Park Development Fund. The City received a second grant from HCD (2015 HCD grant) in the amount of \$381,200 for this project.

Analysis

The 2015 HCD grant is specifically designated for use at Siempre Verde Park. Appropriation of the recently received grant funds for this project will reduce the need for general funds by an equivalent amount.

Current Agency Policies

2015-17 City Council Goal: Maintain and enhance the City's infrastructure.

Previous Actions

- On March 2, 2015, by Resolution No. 2015-058, the City Council allocated funding and approved a consulting services agreement with Harris Design for preparation of construction documents for the project.
- On July, 20, 2015, by Resolution No. 2015-136, the City Council approved a consulting services agreement with Harris Design for construction support services for the project.
- On September 8, 2015, by Resolution No. 2015-161, the City Council awarded a contract to Robert A. Bothman Construction for the project.

Committee Review and Actions

- The 60% plans were presented to the City Council Facilities & Transportation Committee on April 7, 2015.
- The 100% plans were presented to the Facilities & Transportation Committee on May 5, 2015.

Applicable General Plan Policies

Goal 21 - Rehabilitation of Existing Parks: Maintain and improve San Leandro's existing parks and recreational facilities.

Permits and/or Variances Granted

A building permit was issued for demolition of the existing restroom structure.

A building permit will be obtained for construction of the new restroom.

Environmental Review

This project is categorically exempt from CEQA per Section 15268 of the CEQA guidelines. The Notice of Exemption was filed with the Alameda County Recorder on December 16, 2010, when the park master plan was prepared.

Summary of Public Outreach Efforts

A ten foot project sign describing the improvements and schedule was installed at the park and a notice regarding the project was posted on Nextdoor, a social network site that targets the neighborhood, one month before construction began. Immediately prior to construction, a ground breaking event was held at the park on October 26, 2015. This community outreach event was advertised in the local press, on the City's website posted on Nextdoor and was well received by the public.

The project was presented at the town hall meeting for Council Districts 1, 2, and 5 held on May 11, 2015, and at a community meeting on July 9, 2015, which was hosted by the Recreation and Human Services Department.

Both of these events were posted on Nextdoor before they occurred.

The project is currently listed as an active construction project on the Engineering and Transportation Department webpage.

Fiscal Impacts

The total estimated project cost is \$3,371,784 for design, construction, and inspection, including a contingency.

Budget Authority

Funding allocations for the Siempre Verde Park Rehabilitation Project are as follows:

- 1) \$876,600.00 - Special Grants Fund, Siempre Verde Park Rehabilitation Project, Account No. 150-62-116, allocated in FY 2014-15
- 2) \$1,538,000.00 - Park Development Fees, Siempre Verde Park Rehabilitation Project, Account No. 122-62-116, allocated in FY 2014-15
- 3) \$1,145,594.00 - General Fund, Siempre Verde Park Rehabilitation Project, Account No. 210-62-116, allocated in FY 2014-15

\$381,200 in 2015 HCD grant funds are available per the attached agreement and will be offset by returning \$381,200 from expenditure account 210-62-116 to fund balance (general fund). The proposed action will not change the total appropriations for this project.

ATTACHMENT

- Agreement between HCD and City of San Leandro

PREPARED BY: Nick Thom, City Engineer, Engineering and Transportation Department

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

AGREEMENT NUMBER

14-HRPP-10372

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 09/30/2017**

3. The maximum amount of this Agreement is: **\$381,200.00**

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	0
Exhibit F - Additional Provisions	0

TOTAL NUMBER OF PAGES ATTACHED: 6 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)	
	10/19/15	NOV 06 2015
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)	
	11/6/15	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Lindy Suggs, Contracts Manager, Business & Contract Services Branch		
ADDRESS		
2020 W. El Camino Ave, Sacramento, CA 95833		

Exempt per: SCM 4.04.A.J (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 December 10, 2014 (NOFA) and Program guidelines dated November 2014 (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

Rehabilitation of Siempre Verde Park

EXHIBIT A

Grant Timelines

No work performed prior to the effective date of this Agreement or after June 30, 2017, 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, 2017. For the purpose of this Agreement, no funds may be expended after June 30, 2017. 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 \$ 381,200.00.

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, 2017. All funds must be requested by the Contractor by April 30, 2017 and expended by June 30, 2017. This Agreement shall terminate September 30, 2017.
- 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, 2017, 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, 2017, 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, 2016, if the Contractor anticipates it will not be able to expend all Grant funds by June 30, 2017.
- 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, 2017, 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, 2017.

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, 2017, 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

EXHIBIT D

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 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 I (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.



City of San Leandro

Meeting Date: January 4, 2016

Resolution - Council

File Number: 15-688

Agenda Section: CONSENT CALENDAR

Agenda Number:

TO: City Council

FROM: Chris Zapata
City Manager

BY: Keith Cooke
Engineering & Transportation Director

FINANCE REVIEW: David Baum
Finance Director

TITLE: RESOLUTION Appropriating \$381,200 in Grant Funds and Returning General Funds to Fund Balance for the Siempre Verde Park Reconstruction Project, Project No. 2015.0270

WHEREAS, the State of California Department of Housing and Community Development awarded the City of San Leandro a Parks Program Grant in the amount of \$381,200; and

WHEREAS, per the City's Standard Agreement with the State of California Department of Housing and Community Development, the City is authorized to use this grant for construction costs of Siempre Verde Park; and

WHEREAS, the City Manager recommends approval of this budget appropriation.

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

That \$381,200 in grant funds received from the State of California Department of Housing and Community Development is appropriated for the Siempre Verde Park Rehabilitation Project into a new expenditure account.

That \$381,200 of general funds previously appropriated for the Siempre Verde Park Rehabilitation Project in expenditure account 210-62-116 is returned to fund balance.