



AGENDA

CITY OF UNION CITY/ SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY MEETING

**Tuesday, September 12, 2017
7:00 PM**

Council Chamber

34009 Alvarado-Niles Road

1. CALL TO ORDER

- 1.a. Pledge of Allegiance
- 1.b. Roll Call

*Mayor Carol Dutra-Vernaci
Vice Mayor Pat Gacoscos
Councilmember Emily Duncan
Councilmember Lorrin Ellis
Councilmember Gary Singh*

2. UNFINISHED BUSINESS - None

3. PROCLAMATIONS AND PRESENTATIONS

- 3.a. Recognizing Lt. Lisa Graetz and Community Resource Coordinator Crystal Raine as Recipients of the John Charland Jr. Luminary Innovation Award
- 3.b. Recognizing 2017 National Night Out Sponsors and Partners

4. ORAL COMMUNICATIONS

Comments from the audience on non-agenda items will be accepted for a period of 30 minutes. Speakers are limited to three minutes each. Persons wishing to speak must complete a speaker card available at the rear of the Council Chamber or from the City Clerk. If

the number of speakers exceeds the time allotment, cards will be shuffled and 10 speakers chosen at random. The remaining speakers may speak under Section XI of the agenda.

5. CONSENT CALENDAR

All matters listed on the Consent Calendar are considered routine in nature and will be enacted by one motion. If discussion is required on a specific item, it will be removed from the Consent Calendar and considered separately.

5.a. Waived Further Reading of Proposed Ordinance

(This permits reading the title only in lieu of reciting the entire text of any proposed Ordinance.)

5.b. Approve the Minutes of:

- Cannabis Study Session of August 8, 2017
- Regular City Council Meeting of August 8, 2017
- Parks and Open Space Study Session of August 15, 2017
- Special City Council Meeting of August 15, 2017
- Special City Council Meeting of August 28, 2017

5.c. Adopt a Resolution Approving the Inter Governmental Collaboration Agreement for the Completion of the Assessment of Fair Housing

5.d. Adopt a Resolution Authorizing the Continued Participation of the City of Union City in the Alameda County HOME Consortium for HOME Funds and Authorizing the Execution of the Necessary Documents to Maintain the Eligibility of the HOME Consortium for HOME Program Funds in Accordance with the National Affordable Housing Act of 1990

5.e. Adopt a Resolution Authorizing the City Manager to Enter into a Consulting Services Agreement with Eden Council for Hope and Opportunity (ECHO) to Serve as the Program Administrator of the Residential Landlord and Tenant Relations Ordinance and the Rent Review Ordinance in an Amount not to Exceed \$75,000

5.f. Adopt a Resolution Authorizing the City Manager to Enter into a Consulting Services Agreement with Barbara Anscher to Provide On-Call Mediation Services for the Rent Review Ordinance in an Amount not to Exceed \$47,000

5.g. Adopt a Resolution Appropriating Cal-Recycle Tire Derived Products Grant Funds in the Amount of \$23,440 to City-Wide Playground Equipment and Fitness Course Repair Project Account

5.h. Adopt a Resolution to Approve Project Funding Agreements

with Alameda County Transportation Commission for Project 17-29 Union City Boulevard Class 2 Bike Lanes in the Amount of \$7.8 Million and Project 17-30 Bicycle and Pedestrian Master Plan Update in the Amount of \$150,000; Authorize City Manager to Execute the Agreements; and Appropriate Funds to Said Projects

- 5.i. Adopt Resolutions Appointing Individuals to Serve on the Human Relations Commission, Park & Recreation Commission, and Oakland Airport/Community Noise Management Forum
- 5.j. Second Reading and Adoption of Ordinance Approving Zoning Text Amendment AT-17-001, to Modify Chapter 18.38, Station Mixed Use Commercial District, to Reduce the Allowable FAR and Clarify List of Permitted and Conditionally Permitted Uses (Introduced August 8, 2017)
- 5.k. Adopt a Resolution for the Award of Contracts for Purchase of Certain Public Works, Police, and Community & Recreation Services Department Vehicles and Equipment, City Project No. 17-34
- 5.l. Adopt a Resolution to approve Amendments to the ROMA Design Group and HDR Engineering, Inc. Agreements increasing the Total Compensation by \$52,000 to complete Engineering and Design of the Pedestrian Crossing from the BART Station to the East Plaza, and authorizing the City Manager to execute the amendments in a form acceptable to the City Attorney
- 5.m. Adopt a Resolution Approving a Cooperative Agreement with Alameda-Contra Costa Transit District (AC Transit) for the South Alameda County Major Corridors Travel Time Improvement Project (Line 97 Route)
- 5.n. Adopt a Resolution Accepting and Appropriating 2015 Federal Justice Assistance Grant (JAG) - Formulas
- 5.o. Adopt a Resolution Accepting and Appropriating 2016 Federal Justice Assistance Grant (JAG) - Formulas
- 5.p. Adopt a Resolution to Appropriate Funds and Award a Construction Contract for City Project 16-35, Veterans Memorial Park in the Amount of \$291,537.12 to SIlman Venture Corporation

6. PUBLIC HEARINGS

- 6.a. Public Hearing (Published Notice) to Adopt a Resolution Approving the 2016-2017 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) and Authorizing the City Manager to Submit the 2016-2017 CDBG CAPER to the U.S. Department of Housing and Urban Development

- 6.b. Public Hearing (Published Notice) for Introduction and First Reading of an Ordinance of The City of Union City Adding Chapter 15.88 to Title 15 of The Union City Municipal Code to Provide for an Expedited, Streamlined Permitting Process for Electric Vehicle Charging Stations

7. CITY MANAGER REPORTS

- 7.a. Adopt a Resolution Amending the Master Fee Schedule to Establish the Rent Ordinances Subcategory and Related Fees under the Economic and Community Development Category for Administration of the Residential Landlord and Tenant Relations Ordinance and the Rent Review Ordinance
- 7.b. Direction on Use of City Funds for Alvarado Historic District Merchants Association Fall Festival

8. SUCCESSOR AGENCY TO REDEVELOPMENT AGENCY - None

9. AUTHORITIES AND AGENCIES - None

10. CITY COMMISSION / COMMITTEE REPORTS - None

11. SECOND ORAL COMMUNICATIONS

12. SCHEDULED ORAL COMMUNICATION - None

13. ITEMS REFERRED BY COUNCIL

Oral Reports by Mayor and Councilmembers on meetings of County or Regional Board and Commissions

Alameda County Fire Department Advisory Commission
Alameda County Library Advisory Commission
Alameda County Mayors Conference
Alameda County Transportation Commission (ACTC)
Alameda County Waste Management Authority (WMA)
Association of Bay Area Governments (ABAG)
City of Union City Audit Subcommittee
City of Union City Municipal Code Subcommittee
City of Union City Youth Violence Prevention & Intervention Advisory Committee (YVIP)
Disaster Council
Dumbarton Rail Corridor Policy Advisory Committee
East Bay Community Energy Board of Directors (EBCE)
East Bay Economic Development Alliance (EDA)
East Bay Regional Communications System Authority (EBRCSA)
Economic Development Advisory Team (EDAT)
General Plan Advisory Committee (GPAC)
Housing Authority of the County of Alameda (HACA)

*League of California Cities, East Bay Division (LOCC)
Metropolitan Transportation Commission (MTC)
New Haven Unified School District Joint Sub-Committee
Oakland Airport Community Noise Management Forum
Teen Center Project Updates
Union City Chamber of Commerce
US Conference of Mayors*

14. GOOD OF THE ORDER

15. CLOSED SESSION - None

16. ADJOURNMENT

A complete agenda packet is available for review at City Hall or on our website www.unioncity.org

Any writings or documents provided to a majority of City Council members regarding any item on this agenda will be made available for public inspection at the City Clerk's Counter at City Hall, located at 34009 Alvarado-Niles Road, Union City, California, during normal business hours.

Assistance will be provided to those requiring accommodations for disabilities in compliance with the Americans with Disabilities Act of 1990. Interested person must request the accommodation at least two working days in advance of the meeting by contacting the City Clerk at (510) 675-5348.



Agenda Item

ATTACHMENTS:

Description	Type
❑ Draft Minutes of the Special City Council Meeting of August 8, 2017 - Cannabis Study Session	Attachment
❑ Draft Minutes of the Regular City Council Meeting of August 8, 2017	Attachment
❑ Draft Minutes of the Special City Council Meeting of August 15, 2017 - Parks and Open Space Study Session	Attachment
❑ Draft Minutes of the Special City Council Meeting of August 15, 2017 - Closed Session	Attachment
❑ Draft Minutes of the Special City Council Meeting of August 28, 2017 - Board and Commission Interviews	Attachment



MINUTES

CITY OF UNION CITY

CITY COUNCIL / STUDY SESSION

**Tuesday, August 8, 2017
5:30 PM**

**Council Chamber
34009 Alvarado Niles Road
Union City CA**

1. CALL TO ORDER

1.a. Pledge of Allegiance

Mayor Dutra-Vernaci called the special meeting to order at 5:30 p.m.

1.b. Roll Call

Present: Councilmembers Duncan, Ellis, Singh, Mayor Dutra-Vernaci

Absent: Vice Mayor Gacoscos

2. ORAL COMMUNICATIONS - Comments limited to items on the Special Meeting Agenda

Mayor Dutra-Vernaci asked that comments from the Council and public be held until after the cannabis policy presentation.

3. STUDY SESSION

3.a. Cannabis Policy Study Session

Deputy City Manager Mark Evanoff introduced David McPherson of HdL.

Mr. McPherson presented information regarding California cannabis laws, information on regulated versus unregulated cannabis, Union City's

community priorities, cannabis economic trends, regulatory options, potential public concerns, and tax and fee revenues.

Deputy City Manager Evanoff presented staff recommendations to the City Council to draft the regulatory process and projected timeline through the June 2018 election.

Deputy City Manager Evanoff stated there will be ongoing access for the public to provide input through the City's website, upcoming public meetings and staff outreach.

Captain Jared Rinetti spoke about the Police Department position in support of the regulation of cannabis.

Economic and Community Development Direct Joan Malloy spoke in support of cannabis regulation and a one-step licensing approval process for the approval and review of a cannabis business.

Mayor Dutra-Vernaci opened the meeting to public comment.

Public Comment:

Ankur Rishi stated he supports outdoor personal cultivation.

Annie He stated she is concerned and asked City staff and Councilmembers to consider the kids. Ms. He further stated as a parent we want to protect our kids and please take this into consideration.

Liane Mori stated she takes care of her nephews and does not want them to see retail cannabis spaces in Union City. Ms. Mori stated she has used cannabis delivery services in Union City.

Zach Cicalo stated he has more of a zoning questions thinks cannabis in residential is fine. Mr. Cicalo spoke in support of smaller scale mom and pop cannabis shops.

Sean Kali-rai thanked Mr. McPherson and stated he works as a cannabis consultant in San Jose and expanded on his experience there.

John Wilken stated his main concern is public safety. Mr. Wilken further addressed the woman who was concerned about her child and stated it does not make a difference if the child wants to smoke it they will find a way.

Cynathia Mouton, a thirty year plus resident of Union City spoke about her aunt with cancer and learning about cannabis from her. Ms. Mouton further commended Captain Rinetti's points about cannabis regulation.

Gurminder Pannu spoke in support of residential outdoor growing regulated for odor and for commercial use should be allowed with proper regulations.

Mila Josue asked the Council to consider regulations from the Food and Drug Administration on cannabis and positions held by the American Mental Association and the American Society of Addiction.

Councilmembers asked question of Mr. McPherson and provided comment.

Mr. McPherson responded to Council's questions and provided comment.

Mayor Dutra-Vernaci stated at the start of our staff presentation we were reminded that fifty-five percent of Union City voters did support Proposition 64 last year.

It was moved by Mayor Dutra-Vernaci and seconded by Councilmember Duncan to direct staff to:

1. Draft Regulatory and Zoning Ordinances that specify the process and procedures for issuance of licenses for commercial cannabis activity and that identify the locations in the industrial area where the cultivation, manufacture, distribution, testing, retail medicinal products and adult use retail products are allowed; and
2. Prepare License Agreements that outline all the regulatory requirements and fees to obtain a license to operate a cultivation, manufacturing, distributing, testing, and dispensing medicinal products, and sale of adult use products; and
3. Prepare policy for evaluating, selecting, and awarding cannabis business licenses.

The motion was approved by the following voice vote:

AYES:	Councilmember Duncan, Ellis, Singh, Mayor Dutra-Vernaci
NOES:	None
ABSTAIN:	None
ABSENT:	Vice Mayor Gacoscas

4. ADJOURNMENT

Mayor Dutra-Vernaci adjourned the special meeting at 7:08 p.m.

Respectfully submitted,

Anna M. Brown
City Clerk



MINUTES

CITY OF UNION CITY/ SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY MEETING

**Tuesday, August 8, 2017
7:00 PM**

**Council Chamber
34009 Alvarado-Niles Road**

1. CALL TO ORDER

Mayor Dutra-Vernaci called the meeting to order at 7:21 p.m.

1.a. Pledge of Allegiance

Mayor Dutra-Vernaci led the salute to the flag.

1.b. Roll Call

Present: Councilmembers Duncan, Ellis, Singh, Mayor Dutra-Vernaci

Absent: Vice Mayor Gacoscos

2. UNFINISHED BUSINESS - None

3. PROCLAMATIONS AND PRESENTATIONS - None

4. ORAL COMMUNICATIONS

SEIU Members Jesus Banuelos, Vanessa Munoz, Paul Roman and Francisco Reyes spoke on their wages and the fact that they do not keep up with the cost of living. SEIU members asked for Council to consider a fair rate of compensation.

5. CONSENT CALENDAR

It was moved by Councilmember Ellis and seconded by Councilmember Duncan, to approve consent calendar items 5.a. through 5.d. The motion was carried by the following voice vote:

AYES: Councilmembers Duncan, Ellis, Singh, Mayor Dutra-Vernaci
NOES: None
ABSTAIN: None
ABSENT: Vice Mayor Gacoscas

5.a. Waived Further Reading of Proposed Ordinance

(This permits reading the title only in lieu of reciting the entire text of any proposed Ordinance.)

5.b. Approved the Minutes of the Regular City Council Meeting Held on July 25, 2017

5.c. Adopted **Resolution No. 5108-17** for Award of a Design Build Agreement for the Maintenance of the Waste Consolidation Area (WCA), Technical/Cost Analysis of Off-Haul Potential and Design Options for the WCA City Project6 17-14 to SCS Engineers.

5.d. Adopted **Resolution No. 5109-17** Authorizing a Request to the Metropolitan Transportation Commission for the Allocation of Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding for the Dyer Street/Deborah Drive Pedestrian Safety Improvements Project, City Project No. 17-20

6. PUBLIC HEARINGS

6.a. Adopt Three Resolutions and Introduce an Ordinance (Public Hearing), Including: (1) Adopt a Resolution Adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program Associated with the Following Projects; (2) Adopt a Resolution Approving General Plan Amendment (AG-17-002) to Modify the Floor Area Ratio (FAR) and Uses in the Station Mixed Use Commercial (CSMU) Land Use Designation; (3) Introduce an Ordinance for Zoning Text Amendment (AT-17-001) to Modify Chapter 18.38, Station District Mixed Use Commercial; and (4) Adopt a Resolution Approving Site Development Review (SD-17-002), Use Permit (UP-17-004), and Vesting Tentative Parcel Map (TPM-17-001) for Woodstock Development to Demolish Two Existing Office Buildings and Associated Site Improvements. Located at 1320 and 1328 Decoto Road (APNs: 87-19-18 and 87-19-19) in the CSMU Zoning District

Planning Manager Carmela Campbell presented the staff report and responded to questions from Council.

Councilmembers Singh and Ellis expressed concern about the height of the building and exceptions made regarding the FAR.

Staff recalled the RFP process and past Council actions that had resulted in the present plans. Staff also noted the plans expected for lots 1, 5 and 6 included buildings with as many as eight stories.

Mayor Dutra-Vernaci opened the public hearing and called for comments in support of the project.

Kirk Syme, President of Woodstock Development spoke in favor of the project. Mr. Syme spoke about another Woodstock property, Crossroads Technology Park, and the upcoming Union 1.2., featuring over 1.2 million square feet of office space. Mr. Syme spoke on the marketing efforts for Union 1.2.

Economic Development Manager Gloria Ortega spoke in favor of the project, noting that the City has been working with one of the tenants for three years. She stated that already having two tenants makes the project feasible.

No comments were made in opposition.

Mayor Dutra-Vernaci closed the public hearing.

It was moved by Councilmember Duncan and seconded by Mayor Dutra-Vernaci to:

- (1) Adopt a Resolution Adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program Associated with the Following Projects;
- (2) Adopt a Resolution Approving General Plan Amendment (AG-17-002) to Modify the Floor Area Ratio (FAR) and Uses in the Station Mixed Use Commercial (CSMU) Land Use Designation;
- (3) Introduce an Ordinance for Zoning Text Amendment (AT-17-001) to Modify Chapter 18.38, Station District Mixed Use Commercial; and
- (4) Adopt a Resolution Approving Site Development Review (SD-17-002), Use Permit (UP-17-004), and Vesting Tentative Parcel Map (TPM-17-001) for Woodstock Development to Demolish Two Existing Office Buildings and Associated Site Improvements. Located at 1320 and 1328 Decoto Road (APNs: 87-19-18 and 87-19-19) in the CSMU Zoning District.

The motions did not carry due to the following voice vote:

AYES:	Councilmember Duncan, Mayor Dutra-Vernaci
NOES:	None
ABSTAIN:	Councilmembers Ellis, Singh
ABSENT:	Vice Mayor Gacoscas

It was moved by Mayor Dutra-Vernaci, seconded by Councilmember Duncan to continue the public hearing until the next regularly scheduled meeting of September 12, 2017. The motion was carried by the following voice vote:

AYES:	Councilmember Duncan, Ellis, Singh, Mayor Dutra-Vernaci
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NOES: None
ABSTAIN: None
ABSENT: Vice Mayor Gacoscos

Further discussion between staff, Mr. Syme and Council revealed the project would be in jeopardy if the public hearing was continued to the next regular City Council meeting.

Mr. Syme explained the tenants had entered into leases based on a timeline that included the approval of the actions presented this evening. Should the motions fail, construction will be considerably delayed and lease terms will not be met.

It was moved by Councilmember Ellis and seconded by Mayor Dutra-Vernaci to reconsider the continuance of the public hearing. The motion was approved by the following voice vote:

AYES: Councilmember Duncan, Ellis, Singh, Mayor Dutra-Vernaci
NOES: None
ABSTAIN: None
ABSENT: Vice Mayor Gacoscos

It was moved by Councilmember Ellis and seconded by Mayor Dutra-Vernaci to not continue the public hearing to the next regular City Council meeting. The motion was approved by the following voice vote:

AYES: Councilmember Duncan, Ellis, Mayor Dutra-Vernaci
NOES: Councilmember Singh
ABSTAIN: None
ABSENT: Vice Mayor Gacoscos

It was moved by Councilmember Duncan and seconded by Mayor Dutra-Vernaci to reconsider the original staff recommendations. The motion was carried by the following voice vote:

AYES: Councilmember Duncan, Ellis, Mayor Dutra-Vernaci
NOES: Councilmember Singh
ABSTAIN: None
ABSENT: Vice Mayor Gacoscos

It was moved by Mayor Dutra-Vernaci and seconded by Councilmember Duncan to:

- (1) Adopt **Resolution No. 5110-17** Adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program Associated with the Following Projects;
- (2) Adopt **Resolution No. 5111-17** Approving General Plan Amendment (AG-17- 002) to Modify the Floor Area Ratio (FAR) and Uses in the Station Mixed Use Commercial (CSMU) Land Use Designation;

- (3) Introduce an Ordinance for Zoning Text Amendment (AT-17-001) to Modify Chapter 18.38, Station District Mixed Use Commercial; and
- (4) Adopt **Resolution No. 5112-17** Approving Site Development Review (SD-17-002), Use Permit (UP-17-004), and Vesting Tentative Parcel Map (TPM-17-001) for Woodstock Development to Demolish Two Existing Office Buildings and Associated Site Improvements. Located at 1320 and 1328 Decoto Road (APNs: 87-19-18 and 87-19-19) in the CSMU Zoning District.

The motions were carried by the following voice vote:

AYES: Councilmember Duncan, Ellis, Mayor Dutra-Vernaci
NOES: Councilmember Singh
ABSTAIN: None
ABSENT: Vice Mayor Gacoscas

- 6.b. Adopt a Resolution (Public Hearing) Adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program and Adopt a Resolution Approving Site Development Review (SD-15-004) for US Pipe to Construct an 2.55-Acre Retention Basin and Associated Site Improvements Located at 1295 Whipple Road (Apn:475-50-018) in the General Industrial Zoning District

Senior Planner Carmela Campbell presented the staff report reviewing the reason for and scope of the project. Planning Commission and staff recommended approval of the project. Staff responded to questions from Council. Council provided comment.

Mayor Dutra-Vernaci opened the public hearing and called for public comment.

Henry Mentink, Plant Manager at U.S. Pipe spoke in favor of the project and responded to questions from Council.

Being no further public comments, Mayor Dutra-Vernaci closed the public hearing.

It was moved by Councilmember Singh and seconded by Councilmember Ellis to:

Adopt **Resolution No. 5113-17** Adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program;

Adopt **Resolution No. 5114-17** Approving Site Development Review (SD-15-004) for US Pipe to Construct an 2.55-Acre Retention Basin and Associated Site Improvements Located at 1295 Whipple Road (Apn:475-50-018) in the General Industrial Zoning District.

The motions were carried by the following voice vote:

AYES: Councilmember Duncan, Ellis, Singh, Mayor Dutra-Vernaci
NOES: None
ABSTAIN: None
ABSENT: Vice Mayor Gacoscas

Mayor Dutra-Vernaci recessed the meeting at 8:49 p.m.

Mayor Dutra-Vernaci reconvened the meeting at 8:55 p.m.

7. CITY MANAGER REPORTS

- 7.a. Resolution of the City Council of the City of Union City Opting In to Phase 2 of the Alameda County Waste Management Authority (ACWMA) Mandatory Commercial Recycling Ordinance No. 2012-1

Recycling and Solid Waste Manager Roberto Munoz presented the staff report and responded to questions from Council. Councilmembers provided comment.

It was moved by Councilmember Ellis and seconded by Councilmember Duncan, to approve **Resolution No. 5115-17** opting In to Phase 2 of the Alameda County Waste Management Authority (ACWMA) Mandatory Commercial Recycling Ordinance No. 2012-1. The motion was carried by the following voice vote:

AYES: Councilmember Duncan, Ellis, Singh, Mayor Dutra-Vernaci
NOES: None
ABSTAIN: None
ABSENT: Vice Mayor Gacoscas

- 7.b. General Plan Update: Review of Draft Economic Development Element

Senior Planner Carmela Campbell presented the staff report and responded to questions from Council. Councilmembers provided comment.

This item was informational only and did not require further action from the Council.

8. SUCCESSOR AGENCY TO REDEVELOPMENT AGENCY - None

9. AUTHORITIES AND AGENCIES - None

10. CITY COMMISSION / COMMITTEE REPORTS - None

11. SECOND ORAL COMMUNICATIONS

12. SCHEDULED ORAL COMMUNICATION - None

13. ITEMS REFERRED BY COUNCIL

Oral Reports by Mayor and Councilmembers on meetings of County or Regional Board and Commissions

Alameda County Fire Department Advisory Commission – No report.

Alameda County Library Advisory Commission – No report.

Alameda County Mayors Conference – No report.

Alameda County Transportation Commission (ACTC) – Mayor Dutra-Vernaci reported on her attendance of ACTC meeting at which discussions on Regional Measure 3 continued.

Alameda County Waste Management Authority (WMA) – Councilmember Ellis stated he attended the last WMA meeting at which there were no significant matters of discussion to report.

Association of Bay Area Governments (ABAG) – No report.

City of Union City Audit Subcommittee – No report.

City of Union City Municipal Code Subcommittee – No report.

City of Union City Youth Violence Prevention & Intervention Advisory Committee (YVIP) – No report.

Disaster Council – No report.

Dumbarton Rail Corridor Policy Advisory Committee – No report.

East Bay Community Energy Board of Directors (EBCE) – No report.

East Bay Economic Development Alliance (EDA) – No report.

East Bay Regional Communications System Authority (EBRCSA) – No report.

Economic Development Advisory Team (EDAT) – Councilmember Duncan reported on her attendance of the August 2 EDAT meeting where they reviewed the same General Plan Update Economic Development Element that was presented to Council earlier in the evening.

General Plan Advisory Committee (GPAC) – No report.

Housing Authority of the County of Alameda (HACA) – No report.

League of California Cities, East Bay Division (LOCC) – No report.

Metropolitan Transportation Commission (MTC) – Mayor Dutra-Vernaci reported that the Facebook SamTrans study had been completed and will be reported on at a community meeting being held in the Union City Library on August 15. A second meeting will be held August 16 in East Palo Alto.

New Haven Unified School District Joint Sub-Committee – No report.

Oakland Airport Community Noise Management Forum – No report.

Teen Center Project Updates – No report.

Union City Chamber of Commerce – No report.

US Conference of Mayors – No report.

14. GOOD OF THE ORDER

Councilmember Duncan stated she had not seen community outreach related to the August 15 study session on parks and open space.

Councilmember Duncan requested an update on the rebuild/renovation status of the Texas Roadhouse.

Economic and Community Development Director Malloy provided response to both items.

15. CLOSED SESSION - None

16. ADJOURNMENT

Mayor Dutra-Vernaci adjourned the meeting at 9:40 p.m.

Respectfully submitted,

Anna M. Brown, CMC
City Clerk



**MINUTES
CITY OF UNION CITY**

**CITY COUNCIL
STUDY SESSION**

**Tuesday, August 15, 2017
6:00 PM**

**Council Chamber
34009 Alvarado Niles Road
Union City CA**

1. CALL TO ORDER

1.a. Roll Call

Present: Councilmembers Duncan, Ellis, Singh, Vice Mayor Gacoscas,
Mayor Dutra-Vernaci

Absent: None

2. ORAL COMMUNICATIONS

Public Comment was provided by the following individuals:

Leticia Orzoco	Sylvia Casarez
Timothy Swenson	Larry Gissible
Abby (no last name given)	Maricela Reynoso
Elizabeth Ames	Cathy Keesee
Maria Ramirez	Virginia Cummins

3. STUDY SESSION

3.a. Parks and Open Space Study Session

Planning Manager Carmela Campbell presented the staff report, which included information on current City parks, a mapping and matrix of opportunity sites, parkland creation and the development process, and the costs of ongoing park operations and maintenance.

Staff responded to questions from Council. Councilmembers provided feedback on priorities for future park planning efforts and authorized Community and Recreation Services staff to begin the process to bring on consultant for preparation of new Park and Recreation Master Plan.

4. ADJOURNMENT

Mayor Dutra-Vernaci adjourned the meeting at 7:40 p.m.

Respectfully submitted,

Anna M. Brown, CMC
City Clerk



MINUTES

CITY OF UNION CITY CITY COUNCIL SPECIAL MEETING

Tuesday, August 15, 2017

7:00 PM

**City Council Conference Room
34009 Alvarado-Niles Road**

1. CALL TO ORDER

Mayor Dutra-Vernaci called the meeting to order at 7:45 p.m.

Roll Call

Present: Councilmembers Duncan, Ellis, Singh, Mayor Dutra-Vernaci

Absent: Vice Mayor Gacoscos

2. ORAL COMMUNICATIONS - None

3. CLOSED SESSION

3.a. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)

Name of case: Storm Water Unfunded Mandates Test Claim - Municipal Regional Stormwater Permit, Municipal Regional Stormwater Permit No. CAS612008, issued by the Regional Water Quality Control Board, San Francisco Region as Order No. R2-2009-0074

4. ADJOURNMENT

Mayor Dutra-Vernaci adjourned the meeting at 7:54 p.m. with no reportable action.

Respectfully submitted,

Anna M. Brown, CMC
City Clerk



**MINUTES
CITY OF UNION CITY**

CITY COUNCIL

SPECIAL MEETING

**Monday, August 28, 2017
6:30 PM**

**City Council Conference Room
34009 Alvarado-Niles Road**

1. CALL TO ORDER

Mayor Dutra-Vernaci called the meeting to order at 6:30 p.m.

1.a. Roll Call

Present: Councilmember Singh, Vice Mayor Gacoscas, Mayor Dutra-Vernaci

Absent: Councilmembers Duncan and Ellis

2. ORAL COMMUNICATIONS – None

3. BOARD AND COMMISSION INTERVIEWS

**3.a. Interviews for Oakland Airport/Community Noise Management
Forum (1 Member-at-large)**

6:30 p.m. Asres Kaffl

Councilmembers interviewed Mr. Asres Kaffl. Councilmembers reviewed the application submitted by applicant Stuart Menzies, who was unable to attend the interviews.

Councilmembers discussed the appointment and confirmation process for the Oakland Airport/Community Noise Management Forum.

**3.b. Interviews for Parks & Recreation Commission
(1 Commissioner Term Expiration)**

6:45 p.m. Dilip Sharma
7:00 p.m. Seyi Mclelland
7:15 p.m. Royce Johnson

**3.c. Interviews for Human Relations Commission
(3 Commissioner Vacancies; 2 Alternate Commissioner Vacancies)**

7:30 p.m. Kalyan Balaven
7:45 p.m. Shamsa Masood
8:00 p.m. Nico Tuason
8:15 p.m. Medha Rishi
8:30 p.m. Inderjit Chatha
8:45 p.m. Ann Yap
9:00 p.m. Smile Dhir

Councilmembers discussed the appointment and confirmation process for Human Relations Commission and the Park and Recreation Commissions. Councilmembers provided comment.

Appointments to the Human Relations and Park and Recreation Commission will be placed on the agenda for the Regular City Council meeting of September 12, 2017.

4. ADJOURNMENT

Mayor Dutra-Vernaci adjourned the meeting at 9:20 p.m.

Respectfully submitted,

Anna M. Brown, CMC
City Clerk



Agenda Item

DATE: 9/12/2017

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, ECONOMIC AND COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: ADOPT A RESOLUTION APPROVING THE INTER GOVERNMENTAL COLLABORATION AGREEMENT FOR THE COMPLETION OF THE ASSESSMENT OF FAIR HOUSING

Staff recommends the City Council adopt the attached resolution approving the Inter Governmental Collaboration Agreement for the completion of the Assessment of Fair Housing (See Exhibit A).

BACKGROUND

On an annual basis, the City receives federal Community Development Block Grant (“CDBG”) and HOME funding from the U.S. Department of Housing and Urban Development (“HUD”). Pursuant to HUD’s Affirmatively Furthering Fair Housing Final Rule (“AFFH Final Rule”), jurisdictions that receive HUD funding are required to submit an Assessment of Fair Housing (“AFH”) that identifies fair housing issues, evaluates factors contributing to fair housing issues, and establishes goals to overcome fair housing issues. The goals identified in the AFH must also inform the strategies and actions of the City’s CDBG Five-Year Consolidated Plan and subsequent Action Plans.

The AFFH Final Rule encourages and provides methodology for regional approaches to address fair housing issues, including collaboration across jurisdictions and public housing agencies. Therefore, the County of Alameda, the cities of Alameda, Berkeley, Fremont, Hayward, Livermore, Oakland, Pleasanton, San Leandro, and Union City, and the Housing Authorities of Alameda County, Alameda, Berkeley, Livermore, and Oakland are seeking to prepare a regional AFH.

This regional AFH will be used to inform the City’s next Consolidated Plan (2020-2025) and is due to HUD by October 5, 2019. The Alameda County jurisdictions are starting the AFH process now to ensure there is sufficient time to hire a consultant to prepare the AFH, obtain public feedback, and review drafts of the AFH.

DISCUSSION

The City's participation in a regional AFH will ensure the City meets the requirements of the AFFH Final Rule and reduce some of the administrative and financial burdens of completely an AFH. Furthermore, many fair housing issues cross jurisdictional boundaries, so working regionally will help ensure that goals are consistent and collaborative. Alameda County will act as lead agency in the development and completion of the regional AFH including procuring and contracting with an AFH consultant. The estimated AFH consultant cost is \$100,000. The County and the participating cities will pay for 65% of the cost and the participating housing authorities will pay for 35% of the cost. More specifically, Union City's anticipated share of the cost is \$2,000.

FISCAL IMPACT

This agreement will not impact the City's General Fund. The City will pay its \$2,000 share of the costs with HOME administrative funds.

RECOMMENDATION

Staff recommends the City Council adopt the attached resolution approving the Inter Governmental Collaboration Agreement for the completion of the Assessment of Fair Housing.

Prepared by:

Alin Lancaster, Housing and Community Development Coordinator

Submitted by:

Joan Malloy, Economic and Community Development Director

ATTACHMENTS:

Description	Type
❑ Resolution – Inter Governmental Collaboration Agreement	Resolution
❑ Exhibit A - Inter Governmental Collaboration Agreement	Exhibit

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY
APPROVING THE INTER GOVERNMENTAL COLLABORATION AGREEMENT
FOR THE COMPLETION OF THE ASSESSMENT OF FAIR HOUSING**

WHEREAS, on an annual basis, the City receives federal Community Development Block Grant (“CDBG”) and HOME funding from the U.S. Department of Housing and Urban Development (“HUD”); and

WHEREAS, pursuant to HUD’s Affirmatively Furthering Fair Housing Final Rule (“AFFH Final Rule”), jurisdictions that receive HUD funding are required to submit an Assessment of Fair Housing (“AFH”) that identifies fair housing issues, evaluates factors contributing to fair housing issues, and establishes goals to overcome fair housing issues; and

WHEREAS, the AFFH Final Rule encourages and provides methodology for regional approaches to address fair housing issues, including collaboration across jurisdictions and public housing agencies; and

WHEREAS, the County of Alameda, the cities of Alameda, Berkeley, Fremont, Hayward, Livermore, Oakland, Pleasanton, San Leandro, and Union City, and the Housing Authorities of Alameda County, Alameda, Berkeley, Livermore, and Oakland are seeking to prepare a regional AFH; and

WHEREAS, this regional AFH will be used to inform the City’s next Consolidated Plan (2020-2025); and

WHEREAS, Alameda County will act as lead agency in the development and completion of the regional AFH; and

WHEREAS, the estimated AFH consultant cost is \$100,000 and Union City’s anticipated share of the cost is \$2,000; and

WHEREAS, the City will pay its \$2,000 share of the costs with HOME administrative funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Union City does hereby approve the Inter Governmental Collaboration Agreement for the Completion of the Assessment of Fair Housing, attached hereto as Exhibit A, which is incorporated herein by reference.

BE IT FURTHER RESOLVED that the City Council of the City of Union City authorizes the City Manager and City Attorney to take all appropriate action and make, enter and execute any agreements necessary and proper to effectuate the intent of this resolution.

Exhibit A

INTER GOVERNMENTAL COLLABORATION AGREEMENT **FOR THE** **COMPLETION OF THE ASSESSMENT OF FAIR HOUSING**

THIS INTER-GOVERNMENTAL COLLABORATION AGREEMENT REGARDING COMPLETION OF THE ASSESSMENT OF FAIR HOUSING ("Agreement") is dated for convenience as of _____, 2017 by and among the County of Alameda, the City of Alameda, the City of Berkeley, the City of Fremont, the City of Hayward, the City of Livermore, the City of Oakland, the City of Pleasanton, the City of San Leandro, the City of Union City, the Housing Authority of the County of Alameda, the Housing Authority of the City of Alameda, the Berkeley Housing Authority, the Housing Authority of the City of Livermore, and the Housing Authority of the City of Oakland, hereinafter referred to as the Participating County, Cities and Agencies ("PCCA") and individually as "PCCA member(s)".

W I T N E S S E T H

WHEREAS, each PCCA member recognizes that the Department of Housing and Urban Development (HUD) Affirmatively Furthering Fair Housing Final Rule ("AFFH") requires jurisdictions to submit fair housing assessment document that requires significant administrative efforts, and that HUD encourages regional and multi-jurisdictional submissions; and

WHEREAS, the AFFH replaces the previous assessment tool, the Analysis of Impediments (AI), with the Assessment of Fair Housing ("AFH") tool, which HUD funded program participants must prepare and use to identify and evaluate fair housing issues, and factors contributing to fair housing issues in their defined geographic area; and

WHEREAS, the AFFH encourages and provides methodology for regional approaches to address fair housing issues, including collaboration across jurisdictions and public housing agencies; and

WHEREAS, all PCCA members have one or more HUD funded programs and activities that require compliance with AFFH and recognize that the AFH is a comprehensive review of their respective laws, regulations, administrative policies, procedures and practices; and

WHEREAS, the County of Alameda (the "County") will facilitate the competitive procurement and management of the contractor who will assist the PCCA with development of the AFH plan and will assume the role of lead for the PCCA regional effort; and

WHEREAS, all PCCA members recognize the efficiency of coordinating efforts to complete the AFH by the HUD prescribed deadline for the County; and

WHEREAS, the County's deadline for submission of the AFH is October 5, 2019; and

WHEREAS, the PCCA members have agreed to reimburse the County in an agreed upon proportionate amount to fund completion of the required meetings, plan, and submission documents; and

Exhibit A

WHEREAS: the PCCA members agree that the participating county and cities, collectively, will fund a 65% share of the cost of the AFH consultant fee and the Housing Authorities, collectively, will fund a 35% share of the total cost of the AFH consultant fee.

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

1. Collaboration: The parties agree to jointly prepare a regional AFH for Alameda County. Each member of the PCCA will perform the tasks outlined in Exhibit A.
2. Funding: The parties agree to jointly fund the engagement of a consultant to develop a regional AFH for Alameda County. Each member of the PCCA will contribute funds as described in Attachment A - "Project Consultant Fee Contribution and Scope of Work."
3. Lead Agency: The County will act as lead agency in the development and completion of the regional AFH, including the procurement and contracting for the AFH consultant. As such, the County will, prepare all documents and undertake responsibilities set forth in Attachment A, which is incorporated herein by reference, that are required for completion of the AFH. The County reserves the right to conduct the procurement and contracting process for all AFH consultant pursuant to the County's policies.
4. PCCA Responsibilities: Each PCCA member will be responsible for providing information about its respective policies and practices and other information as required by the consultant to complete the AFH. The County will provide the information to the consultant and provide the information for the Unincorporated County.
5. Remittance: The PCCA members will each remit their respective AFFH Consultant Fee contributions to the County upon receipt of an invoice(s) based on the approved project budget (Attachment A).
6. Records Retention: The County will keep all documents relating to the AFH readily accessible to the other PCCA members for at least ten years from the completion of the project.
7. Indemnification: Each PCCA member shall defend, hold harmless and indemnify each and every other PCCA member, their respective, elected officials, appointed officials, commissioners, members, officers, employees, and agents from any and all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature, or description directly or indirectly arising out of or connected with the PCCA member's performance under this Agreement, and any of that PCCA member's operations or activities related thereto, excluding the sole willful misconduct or gross negligence of the person or entity seeking to be defended, indemnified or held harmless.
8. Amendment: This Agreement may be altered only by written consent of each of the signatory parties.
9. Term: The term of this Agreement shall begin on August 1, 2017 and end on October 31, 2019, and may be extended or amended based on mutual agreement.

Exhibit A

- a) This Agreement will automatically terminate if (i) the AFH is no longer required by HUD and/or the terms of the Agreement have been satisfied, and (ii) all outstanding invoices have been paid.
10. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, and each of which shall constitute together one instrument. The counterparts will be binding on each of the parties, even though the various parties may have executed separate counterparts.

Exhibit A

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

By: _____
Chris Bazar, CDA Director
Community Development Agency
224 West Winton Avenue, Room 110
Hayward CA 94544-1215

Date: _____

Approved as to form:
Donna R. Ziegler, County Counsel

By: _____
Heather M. Littlejohn
Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.
--

Exhibit A

CITY OF ALAMEDA, a Municipal Corporation

By: _____
Jill Keimach, City Manager

Date: _____

Approved as to Form:

Michael Roush, Assistant City Attorney

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

Exhibit A

CITY OF BERKELEY, a Municipal Corporation

By: _____
Dee Williams – Ridley, City Manager

Date: _____

Attest: _____
Mark Numainville, City Clerk

Approved as to Form:

City Attorney

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

Exhibit A

CITY OF FREMONT, a Municipal Corporation

BY: _____
Suzanne Shenfil, Human Services
Director

DATE: _____

APPROVED AS TO FORM:

Nellie Ancel, Senior Deputy City Attorney II

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

Exhibit A

CITY OF HAYWARD, a Municipal Corporation

By: _____
Kelly McAdoo, City Manager

Date: _____

Attest: _____
Miriam Lens, City Clerk

Approved as to Form: Michael S. Lawson

By: _____
Raymond Rollan, Deputy City Attorney

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

Exhibit A

CITY OF LIVERMORE, a Municipal Corporation

BY: _____
City Manager

DATE: _____

APPROVED AS TO FORM:

City Attorney

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

Exhibit A

CITY OF OAKLAND, a Municipal Corporation

By: _____
Sabrina Landreth, City Administrator

Date: _____

Approved as to Form:

Pelayo Llamas, Deputy City Attorney

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

Exhibit A

CITY OF PLEASANTON, a Municipal Corporation

BY: _____
City Manager

DATE: _____

APPROVED AS TO FORM:

City Attorney

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.
--

Exhibit A

CITY OF SAN LEANDRO, a Municipal Corporation

By: _____
Chris Zapata, City Manager

Date: _____

Attest:

Tamika Greenwood, City Clerk

Approved as to Form:

Richard Pio Roda, City Attorney

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.
--

Exhibit A

CITY OF UNION CITY, a Municipal Corporation

By: _____
Antonio E. Acosta, City Manager

Date: _____

Attest:

Anna M. Brown
City Clerk

Approve as to Form:

Kristopher J. Kokotaylo
Interim City Attorney

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.
--

Exhibit A

Housing Authority of the County of Alameda

By: _____
Christine Gouig, Executive Director

Date: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

Exhibit A

Housing Authority of the City of Alameda

By: _____
Vanessa Cooper, Executive Director

Date: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

Exhibit A

Housing Authority of the City of Berkeley

BY: _____
William Wilkins, Executive Director

DATE: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

Exhibit A

Housing Authority of the City of Livermore

BY: _____
Alfred Dulay, Executive Director

DATE: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

Exhibit A

Housing Authority of the City of Oakland

BY: _____
Eric Johnson, Executive Director

DATE: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

Exhibit A

ATTACHMENT A

Alameda County Participating County, Cities and Agencies (PCCA) Inter-Governmental Collaboration Agreement for the Completion of the Assessment of Fair Housing

PROJECT CONSULTANT FEE CONTRIBUTION AND SCOPE OF WORK

1. Project Funding Sources

Contributions based upon a shared contribution of 65% of costs paid between the County and City Jurisdictions collectively, and 35% of costs paid between the Housing Authorities collectively.

- The County and City Jurisdiction's 65% contribution will be prorated among jurisdictions or a base fee of \$2,000 each, resulting in the percentage indicated in Table A below, which is based upon the respective Community Development Block Grant total allocation and HOME funds for the HOME Consortium portion.
- Each Housing Authority's 35% contribution will be prorated among jurisdictions based upon a base fee of \$2,000 each, with any additional payment of funds prorated based on the percentage listed in Table B below, which is based upon HUD Annual Contributions Contract units.

Table A County and Cities	
County of Alameda	
• Urban County Participating Cities	8.57%
• HOME Consortium	11.21%
City of Alameda	5.48%
City of Berkeley	12.70%
City of Fremont	5.93%
City of Hayward	7.26%
City of Livermore	3.08%
City of Oakland	36.17%
City of Pleasanton	3.08%
City of San Leandro	3.45%
City of Union City	3.08%
Funds Available County and Cities	100% of 65%

Exhibit A

Table B Housing Authorities (Agencies)	
County of Alameda HA	26%
City of Alameda HA	8%
Berkeley HA	8%
Livermore HA	3%
Oakland HA	55%
Funds Available Housing Authorities	100% of 35%
Total Contributions	100%

I. Estimated Project Budget

AFH Consultant \$100,000

II. Roles and Responsibilities

Lead Agency

As the Lead Agency, the County of Alameda's tasks include but are not limited to:

- Provide day-to-day oversight and planning of activities to be undertaken throughout the AFH plan process.
- Prepare a draft Request for Proposals (RFP) to select the AFH Consultant. Solicit comments from the PCCA members regarding the scope of the RFP.
- Prepare and issue the final RFP, taking into consideration input received from the PCCA members.
- Receive proposals and coordinate the rating and ranking process.
- Contract with the selected AFH consultant.
- Receive, review and pay invoices submitted by the AFH consultant.
- Coordinate requests for information submitted by the AFH consultant to the PCCA members.
- The County reserves the right to control the manner in which these tasks are performed, including but not limited to withdraw or modify the RFP and to negotiate, approve or disapprove any proposed contract, and to modify or terminate a contract at its discretion.

PCCA Members

- Provide input on the preparation of the RFP for the AFH consultant.
- Participate in the AFH consultant selection process through the input to the working group.
- Provide respective jurisdictional information to the AFH

Exhibit A

consultant, HUD and other PCCA members as needed.

- Promote, market and host public workshops and any other forms of outreach mutually agreed upon by the PCCA members.
- Respond to written and oral comments in a timely manner as applicable.
- Participate in meetings and conference calls throughout the AFH Plan process.
- Develop goals and priorities for their respective jurisdiction to be included in the AFH Plan.
- Participate in joint analysis and joint goals to be included in the AFH Plan.
- Review AFH Plan drafts and return comments in accordance with timeline.
- Obtain respective board/commission approval of the AFH Plan.
- Pay invoices submitted by the Lead Agency within 30 days of receipt.

III. AFH Consultant Scope of Work

The AFH Consultant's tasks will include but are not limited to:

- Completion of all final required components and deliverables of the Assessment of Fair Housing by the Contract deadline including public meetings, collection and analysis of public input, data analysis, form completion and report completion as required in the Alameda County Consultant Services Contract Scope of Work.
- Development of Assessment of Fair Housing plan and milestones for the PCCA members by May 1, 2018.
- Consult with PCCA representatives at agreed upon intervals and in the agreed upon method.
- Provide one printed copy and electronic version (Word or pdf) to each PCCA.



Agenda Item

DATE: 9/12/2017

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, ECONOMIC AND COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CONTINUED PARTICIPATION OF THE CITY OF UNION CITY IN THE ALAMEDA COUNTY HOME CONSORTIUM FOR HOME FUNDS AND AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS TO MAINTAIN THE ELIGIBILITY OF THE HOME CONSORTIUM FOR HOME PROGRAM FUNDS IN ACCORDANCE WITH THE NATIONAL AFFORDABLE HOUSING ACT OF 1990

On June 13, 2017, the City Council approved a resolution authorizing continued participation in the Alameda County HOME Consortium. However, the U.S. Department of Housing and Urban Development (“HUD”) has recently notified Alameda County that the HOME Consortium agreement that was approved did not include required language pursuant to the HOME regulations. Therefore, staff recommends the City Council adopt the attached resolution authorizing continued participation in the Alameda County HOME Consortium and authorizing execution of all necessary documents including the revised HOME Consortium Agreement between the City of Union City and the County of Alameda (See Exhibit A).

BACKGROUND

The Cranston-Gonzalez National Affordable Housing Act of 1990 created the HOME Investment Partnership Program (“HOME”) that provides funds to participating jurisdictions for acquisition, rehabilitation and new construction of affordable housing along with homebuyer and tenant-based rental assistance programs.

The City of Union City receives HOME funds annually through participation in the Alameda County HOME Consortium (“Consortium”). The Consortium is comprised of the cities of Alameda, Fremont, Hayward, Livermore, Pleasanton, San Leandro, and Union City and the Urban County (consisting of the cities of Albany, Dublin, Emeryville, Newark, Piedmont, and the unincorporated County). The HOME Consortium Agreement for federal fiscal years 2018 – 2020 continues the City’s participation in the Consortium and establishes the Alameda County Housing and Community Development Department (HCD) as the lead agency for administering the HOME funds. The current HOME Consortium Agreement expires this year and a new agreement is required in order for the City to continue to participate in the Consortium.

DISCUSSION

The City's participation in the Consortium assures the City an annual allocation of HOME funds and alleviates much of the administrative and reporting burdens of receiving the funds. Over the years, the City has used HOME funds to support the City's housing rehabilitation program and to build Wisteria Place, a 40 unit, affordable senior housing project. More specifically, in the last five years the City has received a total of \$458,722 in HOME funding which has helped 15 low- and very-low income homeowners make major repairs to their homes. The housing rehabilitation program ensures that these low and very-low income homeowners, who are often times seniors, are able to stay living safely in their homes.

The HOME regulations require that the HOME Consortium agreement include language that the lead entity assumes overall responsibility for ensuring that the Consortium's HOME program is carried out in compliance with the HOME Program and Consolidated Plan requirements. The agreement has been revised to reflect that the County, as the lead entity, assumes overall responsibility. Further, the agreement must include language that the Consortium members are prohibited from withdrawing from the Consortium during the term of the Consortium Agreement. This language has been added.

This action is a procedural item that only provides for the administration of the HOME funds. All proposed HOME expenditures for specific projects or programs will be brought to the City Council for review and approval.

FISCAL IMPACT

This agreement will not impact the City's General Fund; however, participation in the Consortium ensures that the City receives an annual allocation of federal HOME funds. This usually results in approximately \$90,000 annually to be used for housing rehabilitation or other affordable housing development projects.

RECOMMENDATION

Staff recommends the City Council adopt the attached resolution authorizing continued participation in the Alameda County HOME Consortium and for federal fiscal years 2018, 2019, and 2020 and authorizing the City Manager to execute all necessary documents to maintain the eligibility of the HOME Consortium in accordance with the National Affordable Housing Act of 1990.

Prepared by:

Alin Lancaster, Housing and Community Development Coordinator

Submitted by:

Joan Malloy, Economic and Community Development Director

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution - HOME Consortium Agreement	Resolution
<input type="checkbox"/> Exhibit A - HOME Consortium Agreement	Attachment

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY
AUTHORIZING THE CONTINUED PARTICIPATION OF THE CITY OF UNION
CITY IN THE ALAMEDA COUNTY HOME CONSORTIUM FOR HOME FUNDS AND
AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS TO
MAINTAIN THE ELIGIBILITY OF THE HOME CONSORTIUM FOR HOME
PROGRAM FUNDS IN ACCORDANCE WITH THE NATIONAL AFFORDABLE
HOUSING ACT OF 1990**

WHEREAS, the Congress of the United States has enacted the Cranston-Gonzalez National Affordable Housing Act of 1990 and Federal regulations have been adopted pursuant thereto, hereinafter called the “Act”; and

WHEREAS, Title II of the Act creates the HOME Investment Partnership Program hereinafter called “HOME,” that provides funds to participating jurisdictions for acquisition, rehabilitation, new construction of affordable housing, homebuyer and tenant-based rental assistance; and

WHEREAS, the Act allows local governments to form consortia for the purpose of receiving and administering HOME funds and carrying out purposes of the Act; and

WHEREAS, the cities of Alameda, Fremont, Hayward, Livermore, Pleasanton, San Leandro and Union City have expressed their interest in joining with the Alameda County Urban County (consisting of the cities of Albany, Dublin, Emeryville, Newark, Piedmont, and the unincorporated County) to continue in the Alameda County HOME Consortium for federal fiscal years 2018, 2019 and 2020.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Union City does hereby resolve, declare, determine, and order as follows:

1. The City Council of the City of Union City hereby authorizes the continued participation of the City of Union City in the Alameda County HOME Consortium.
2. The City Council of the City of Union City hereby authorizes the City Manager to execute the necessary documents to maintain the eligibility of the Consortium for HOME program funds in accordance with the National Affordable Housing Act of 1990.
3. This resolution shall take effect immediately upon its adoption.

Exhibit A

AGREEMENT

This AGREEMENT is made and entered into this _____ day of _____ 2017, by and between the CITY of UNION CITY, hereinafter called "City," and the COUNTY OF ALAMEDA, hereinafter called "County."

WHEREAS, the Congress of the United States has enacted the Cranston Gonzalez National Affordable Housing Act of 1990 and Federal regulations have been adopted pursuant thereto, hereinafter called the "Act"; and

WHEREAS, Title II of the Act creates the Home Investment in Affordable Housing Program, hereinafter called "HOME," that provides funds to states and local governments for acquisition, rehabilitation, new construction of affordable housing and tenant-based rental assistance; and

WHEREAS, the Act requires local governments to formulate a Consolidated Plan as part of the eligibility requirements for HOME funds; and

WHEREAS, funds from Title II are distributed to metropolitan cities, urban counties States, and consortia of local governments; and

WHEREAS, the Act allows local governments to form consortia for the purpose of receiving and administering HOME funds and carrying out purposes of the Act; and

WHEREAS, the Act requires that a local government member of an urban county participating in HUD's Community Development Block Grant (CDBG) program may participate in a consortium only through the urban county, and COUNTY is the lead agency of the Alameda County Urban County; and

WHEREAS, the Act requires that a consortium shall have one member unit of general local government authorized to act in a representative capacity as lead entity for all members for purposes of the Act and to assume overall responsibility for the Act, including requirements concerning the Consolidated Plan; and

WHEREAS, COUNTY has sufficient legal authority and administrative capacity to carry out the purpose of the HOME program on behalf of the Alameda County HOME Consortium ("CONSORTIUM") members and is the lead entity of the CONSORTIUM for the purposes of the Act, assuming overall responsibility for the Act on behalf of the CONSORTIUM members, including ensuring compliance with the requirements of the HOME program and Consolidated Plan.

THEREFORE, it is agreed that:

1. CITY and COUNTY will cooperate in the operation of the CONSORTIUM, for the purpose of undertaking or assisting in undertaking HOME-eligible housing assistance activities

Exhibit A

pursuant to Title II of the Act including but not limited to, acquiring, rehabilitating, and constructing affordable housing and providing homebuyer and tenant-based rental assistance.

2. COUNTY is authorized to and shall act in a representative capacity as the lead entity for all members of the CONSORTIUM for the purposes of administering the HOME program.

3. COUNTY assumes overall responsibility for ensuring that the CONSORTIUM's HOME program is carried out in compliance with the requirements of the HOME program, including requirements concerning the Consolidated Plan.

4. CITY shall have thirty (30) calendar days to approve the portions of the Consolidated Plan which pertain to CITY before COUNTY submits final Consolidated Plan to the U.S. Department of Housing and Urban Development. COUNTY shall incorporate CITY changes in Consolidated Plan, if any, provided that they meet HOME requirements.

5. CITY shall approve each project funded with HOME funds within CITY before COUNTY approves funding project with HOME funds, provided that CITY approval or disapproval does not obstruct the implementation of the approved Consolidated Plan.

6. There shall be a Technical Advisory Committee for the Consortium to recommend spending priorities, policies, and review projects and proposed expenditures. CITY shall designate a staff member to participate on the Technical Advisory Committee.

7. CITY shall designate a representative to whom all notices and communications from COUNTY shall be directed. COUNTY'S duty to notify CITY shall be complete when the communication is sent to the designated representative. It is the exclusive duty of the designated representative to notify the appropriate individuals or departments within CITY.

8. To carry out activities under this Agreement, COUNTY shall allocate to CITY a portion of HOME funds received under the Act. Initial allocations shall be approved by the Technical Advisory Committee for the CONSORTIUM. If necessary to meet HOME requirements, funds will be reallocated by COUNTY in accordance with such needs, objectives, or strategies as COUNTY shall decide. In preparing such needs, objectives, or strategies, COUNTY shall consult with CITY and Technical Advisory Committee before making its determinations.

9. Each party to this agreement and each CONSORTIUM member shall affirmatively further fair housing.

10. CITY shall pay COUNTY an annual fee to help defray COUNTY'S costs to administer the Consortium and perform monitoring, record-keeping, and reporting required by the Act. Such fee shall be based upon COUNTY'S expected actual costs and shall in no case exceed five percent (5%) of the CITY'S annual allocation of HOME funds.

11. CITY shall provide COUNTY with all of the following information concerning CITY and the activities CITY carries out under this agreement which COUNTY requires to be prepared: 1) documents required to be submitted to HUD, 2) annual HOME performance report, 3) such other

Exhibit A

documents as COUNTY may require to carry out eligible housing activities or meet Federal requirements. All information shall be submitted on forms prescribed by COUNTY. In addition, CITY agrees to make available upon request all records concerning the activities carried out under this agreement for inspection by COUNTY or Federal officials during regular business hours.

12. Pursuant to Government Code Section 895.4, CITY shall defend, indemnify, and hold harmless COUNTY, its officers, employees, and agents from all claims, suits, actions or losses of any type, and from liability for any fines, penalties or damages of any type, resulting from CITY'S performance of this Agreement and caused by any act or omission of CITY, including failure to comply with any requirement of the Act or the Program described herein, except to the extent that any such claim, suits, actions, losses, or liabilities arise from any act or omission of COUNTY.

13. Pursuant to Government Code Section 895.4, COUNTY shall defend, indemnify, and hold harmless CITY, its officers, employees, and agents from all claims, suits, actions or losses of any type, and from liability for any fines, penalties or damages of any type, resulting from COUNTY'S performance of this Agreement and caused by any act or omission of COUNTY, including failure to comply with any requirement of the Act or the Program described herein, except to the extent that any such claims, suits, actions, losses, or liability arise from any act or omission of CITY.

14. CITY agrees to defend, indemnify, and hold harmless all other cities participating in the Alameda County HOME CONSORTIUM for CITY'S negligent acts or omissions arising from this Agreement.

15. This Agreement shall go into effect immediately upon the signature of both parties and shall continue in full force and effect until the HOME funds received during each of the federal fiscal years of the qualification period (2018-2020) are expended on eligible activities or returned to HUD. CITY will be included in the Consortium for a minimum of three (3) federal fiscal years, specifically federal fiscal years 2018, 2019 and 2020. CONSORTIUM members, including CITY, shall not withdraw from the CONSORTIUM during this period (federal fiscal years 2018-2020).

16. The beginning of the CONSORTIUM's program year is July 1 and the end of the CONSORTIUM's program year is June 30. All CONSORTIUM members, including CITY, must be on the same program year for CDBG, HOME, Emergency Solutions Grant (ESG) and Housing Opportunities for Persons with AIDS (HOPWA) programs.

17. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Exhibit A

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day first mentioned above.

CITY OF UNION CITY

COUNTY OF ALAMEDA

Antonio E. Acosta
City Manager

President, Board of Supervisors

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Donna R. Ziegler, County Counsel

By:_____
Kristopher J. Koyotaylo
Interim, City Attorney

By:_____
Heather M. Littlejohn,
Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.
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Agenda Item

DATE: 9/12/2017

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, ECONOMIC AND COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSULTING SERVICES AGREEMENT WITH EDEN COUNCIL FOR HOPE AND OPPORTUNITY (ECHO) TO SERVE AS THE PROGRAM ADMININSTRATOR OF THE RESIDENTIAL LANDLORD AND TENANT RELATIONS ORDINANCE AND THE RENT REVIEW ORDINANCE IN AN AMOUNT NOT TO EXCEED \$75,000

Staff recommends that the City Council adopt a resolution authorizing the City Manager to enter into a one-year consulting services agreement with Eden Council for Hope and Opportunity (ECHO) to serve as the Program Administrator of the Residential Landlord and Tenant Relations Ordinance and the Rent Review Ordinance in an amount not to exceed \$75,000. Included as Exhibit A is the consulting services agreement.

BACKGROUND

In the past six months the City Council has adopted two ordinances to address concerns about unjust tenant evictions and excessive rent increases.

On April 11, 2017, the City Council adopted Ordinance 839-17, which adds Chapter 5.50 “Residential Landlord and Tenant Relations Ordinance” to the City’s municipal code (“Eviction Protection Ordinance”). The Eviction Protection Ordinance stipulates that landlords may only terminate a tenancy for a specific cause, such as non-payment of rent, and prohibits landlords from engaging in specific harassment activity. The Eviction Protection Ordinance went into effect on May 10, 2017.

On June 27, 2017, the City Council adopted Ordinance 841-17, which adds Chapter 5.55 “Rent Review” to the City’s municipal code (“Rent Review Ordinance”). The Rent Review Ordinance provides a mediation process for tenants to address rent increases with their landlords. More specifically, the ordinance consists of a two phase process: 1) conciliation and 2) in-person mediation with a professional mediator. Landlord participation in the process is mandatory but the mediator's recommendations are non-binding. The Rent Review Ordinance will go into effect on October 2, 2017.

DISCUSSION

On June 14, 2017, the City issued a Request for Proposals (RFP) to select a Program Administrator to help the City implement and administer both ordinances. The role of the Program Administrator is to field inquiries, consult with tenants and landlords as to their options under the ordinances, and conduct outreach efforts to educate landlords, tenants, and the general community about both ordinances. Furthermore, for the Rent Review Ordinance, the Program Administration will also process rent review requests, provide conciliation services, and coordinate mediation cases. The Program Administrator is also responsible for collecting data on the results/impacts of the ordinances and reporting this information to the City. For more information on the Program Administrator's scope of work, please see Exhibit A of the consulting services agreement.

The City received one proposal from Eden Council for Hope and Opportunity (ECHO). Staff reviewed ECHO's proposal and interviewed ECHO staff. ECHO's proposal demonstrated a clear understanding of the ordinances and the responsibilities of the Program Administrator. Additionally, ECHO has experience administering similar rent ordinances in Emeryville, San Leandro, and Unincorporated Alameda County. The City has also been providing Community Development Block Grant (CDBG) funding for over 10 years to ECHO to provide fair housing and general tenant/landlord counseling to Union City residents. ECHO will continue to provide fair housing services and will respond to tenant/landlord inquiries unrelated to the ordinances, such as habitability/repair issues, under their CDBG contract.

FISCAL IMPACT

Staff is seeking authorization from the City Council to enter into a \$75/hour contract with a not to exceed amount of \$75,000. This hourly rate includes salaries, benefits, rent, telephone, and general operating costs associated with the Program Administrator responsibilities. Staff anticipates that the total cost for one year will be less than \$75,000 however staff has provided a conservative cost estimate as it is unknown how many inquiries/cases will arise and how long it will take to resolve each case.

This contract will be funded out of the City's General Fund. However, both the Eviction Protection Ordinance and the Rent Review Ordinance allow the City to charge landlords annual fees in order for the City to recoup its implementation and on-going administration costs. These fees will be used to repay the Program Administrator expenses and all other costs associated with implementing the two ordinances. Staff has prepared an internal fee study to determine the annual cost of administration and the corresponding fee rates. Staff is seeking City Council approval of these new fees in a subsequent staff report.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to enter into a one-year consulting services agreement with ECHO to serve as the Program Administrator of the Residential Landlord and Tenant Relations Ordinance and the Rent Review Ordinance in an amount not to exceed \$75,000.

Prepared by:

Alin Lancaster, Housing and Community Development Coordinator

Submitted by:

Joan Malloy, Economic and Community Development Director

ATTACHMENTS:

Description	Type
☐ Resolution: ECHO Consulting Services Agreement	Resolution
☐ Exhibit A: ECHO Consulting Services Agreement	Exhibit

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSULTING
SERVICES AGREEMENT WITH EDEN COUNCIL FOR HOPE AND OPPORTUNITY
(ECHO) TO SERVE AS THE PROGRAM ADMININSTRATOR OF THE
RESIDENTIAL LANDLORD AND TENANT RELATIONS ORDINANCE AND THE
RENT REVIEW ORDINANCE IN AN AMOUNT NOT TO EXCEED \$75,000**

WHEREAS, on April 11, 2017, the City Council adopted Ordinance 839-17, which adds Chapter 5.50 “Residential Landlord and Tenant Relations Ordinance” to the City’s municipal code (“Eviction Protection Ordinance”). The Eviction Protection Ordinance stipulates that landlords may only terminate a tenancy for a specific cause, such as non-payment of rent, and prohibits landlords from engaging in specific harassment activity. The Eviction Protection Ordinance went into effect on May 10, 2017; and

WHEREAS, on June 27, 2017, the City Council adopted Ordinance 841-17, which adds Chapter 5.55 “Rent Review” to the City’s municipal code (“Rent Review Ordinance”). The Rent Review Ordinance provides a mediation process for tenants to address rent increases with their landlords and will go into effect on October 2, 2017; and

WHEREAS, on June 14, 2017, the City issued a Request for Proposals (RFP) to select a Program Administrator to help the City implement and administer both ordinances; and

WHEREAS, the role of the Program Administrator is to field inquiries, provide consultation and conciliation services to tenants and landlords, coordinate and process rent review cases, process and coordinate rent review cases, conduct outreach and education efforts on the ordinances, and collect data on the results/impacts of the ordinances; and

WHEREAS, the City received one proposal from Eden Council for Hope and Opportunity (ECHO); and

WHEREAS, ECHO’s proposal demonstrated a clear understanding of the ordinances and the responsibilities of the Program Administrator and ECHO has experience administering similar rent ordinances in Emeryville, San Leandro, and Unincorporated Alameda County; and

WHEREAS, staff is seeking authorization from the City Council to enter into a \$75/hour contract with a not to exceed amount of \$75,000; and

WHEREAS, this contract will be funded out of the City’s General Fund. However, both the Eviction Protection Ordinance and the Rent Review Ordinance allow the City to charge landlords annual fees in order for the City to recoup its implementation and on-going administration costs. These fees will be used to repay the Program Administrator expenses and all other costs associated with implementing the two ordinances.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Union City does hereby authorize the City Manager to enter into a consulting services agreement with ECHO to serve as the Program Administrator of the Residential Landlord and Tenant Relations Ordinance and the Rent Review Ordinance in an amount not to exceed \$75,000.

Exhibit A

CONSULTING SERVICES AGREEMENT BETWEEN

THE CITY OF UNION CITY

AND

EDEN COUNCIL FOR HOPE AND OPPORTUNITY (ECHO)

FOR PROGRAM ADMINISTRATION OF THE RESIDENTIAL LANDLORD AND TENANT RELATIONS AND RENT REVIEW ORDINANCES

This Agreement for consulting services is made by and between the City of Union City, a municipal corporation, (“City”) and Eden Council for Hope and Opportunity (ECHO), (“Consultant”), (together referred to as the “Parties”) as of September 13, 2017 (the “Effective Date”).

Section 1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on September 12, 2018, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City’s right to terminate the Agreement, as referenced in Section 8.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time is of the Essence. Time is of the essence. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to timely finish the Scope of Work, to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant’s obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed Seventy-Five Thousand Dollars, (\$75,000) notwithstanding any contrary indications that may be contained in Consultant’s proposal for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant’s proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City

Exhibit A

shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost

Exhibit A

whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Hourly Fees. Unless the services provided are for a lump sum or flat fee, fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit B, the Agreement shall prevail.

2.6 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit C. Reimbursable expenses not listed in Exhibit C are not chargeable to City. Reimbursable expenses shall not include a mark-up and are billed as a direct costs. In no event shall expenses be advanced by the City to the Consultant. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 Payment upon Termination. In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

2.10. Business License. The Consultant is not authorized to perform services or incur costs whatsoever under the terms of this Agreement until Consultant applies for and has been issued a business license from the City pursuant to Title 5 of the Union City Municipal Code.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Exhibit A

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

4.1 Required Coverage. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

<u>COVERAGE</u>	<u>TYPE OF INSURANCE</u>	<u>MINIMUM LIMITS</u>
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence; Bodily Injury and Property Damage \$2,000,00 in the aggregate; Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence; Any Auto; Bodily Injury and Property Damage. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease. Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement

Exhibit A

D	Professional Liability/Errors Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence & \$2,000,000 policy aggregate; Any deductible or self-insured retention shall not exceed \$150,000 per claim
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4.2 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until three (3) years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement

b. All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: City of Union City, its City Council, and all City officers, agents, employees, volunteers and representatives.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

e. **Certificates of Insurance:** Before commencing operations under this Agreement, Consultant shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to City, evidencing that all required insurance coverage is in effect. The City reserves the rights to require the Consultant to provide complete, certified copies of all required insurance policies.

f. **Subcontractors:** Consultant shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. **Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

i. The retroactive date of the policy must be shown and must be before the date of the Agreement.

Exhibit A

ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

iii. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of three (3) years after completion of work under this Agreement.

iv. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3 All Policies Requirements.

a. **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII. Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the City. Acceptance of Consultant's insurance by City shall not relieve or decrease the liability of Consultant hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Consultant.

b. **Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

c. **Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

d. **Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.

4.4 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

Exhibit A

- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services

Exhibit A

rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Exhibit A

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant. Consultant may cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all work product, including, but not limited to documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Exhibit A

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Dispute Resolution. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

10.2.1 Each party will designate a senior management or executive level representative to negotiate the dispute. Through good faith negotiations, the representatives will attempt to resolve the dispute by any means within their authority.

10.2.2 If the dispute remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by mediation through a disinterested third person as mediator selected by both Parties. Mediation will begin within thirty (30) days of the selection of this disinterested third party, and will end fifteen (15) days after

Exhibit A

commencement. The Parties shall equally bear the costs of any mediator, and shall bear their own attorney's fees for the mediation.

10.2.3 The alternative dispute resolution process in this section is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code Section 900, *et. seq.*

10.3 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

10.4 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.5 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.7 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.8 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

Exhibit A

10.9 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.10 Contract Administration. This Agreement shall be administered by the City Manager, or his designee, identified as Alin Lancaster, Housing and Community Development Coordinator ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator.

10.11 Notices.

Any written notice to Consultant shall be sent to:

Marjorie A. Rocha, Executive Director
770 A Street
Hayward, CA 94547

Any written notice to City shall be sent to:

Antonio E. Acosta
City Manager
City of Union City
34009 Alvarado Niles Rd.
Union City, CA 94587

with a copy to

Kristopher J. Kokotaylo,
Interim City Attorney
City of Union City
34009 Alvarado Niles Rd.
Union City, CA 94587

10.12 Professional Seal. Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

Seal and Signature of Registered Professional with
report/design responsibility.

10.13 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, and C represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Payment Schedule
<u>Exhibit C</u>	Reimbursable Expenses

10.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

Exhibit A

The Parties have executed this Agreement as of the Effective Date.

CITY OF UNION CITY

**EDEN COUNCIL FOR HOPE
AND OPPORTUNITY (ECHO)**

ANTONIO E. ACOSTA
CITY MANAGER

MARJORIE A. ROCHA
EXECUTIVE DIRECTOR

ATTEST:

ANNA M. BROWN, CITY CLERK

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO, INTERIM CITY ATTORNEY

Exhibit A

EXHIBIT A

SCOPE OF SERVICES

Eden Council for Hope and Opportunity (ECHO) will serve as the Program Administrator for the City's municipal code Chapter 5.50 "Residential Landlord and Tenant Relations" (Ordinance 839-17) and the Chapter 5.55 "Rent Review" (Ordinance 841-17). Collectively Chapters 5.50 and 5.55 will be referred to as the Rent Program. The Program Administrator will work with tenants and landlords to provide information and resolve issues, such as disputed rent increases under the Rent Review Ordinance. The Program Administrator will be responsible for all of the following aspects of the Rent Program:

1. Program Administration:

All Program Administrator services will be conducted by phone, email, mail, fax, or in-person and will include the following:

a. Addressing Inquiries/Questions

The Program Administrator will field and address all inquiries by both tenants and landlords about their rights and obligations under both ordinances including in-person, telephone, and/or email inquiries, or letters submitted to the Program Administrator and/or City.

- ***In-Person Office Hours***

Program Administrator will provide office hours, by appointment, in Union City up to six (6) hours per week. The City will provide office space to the Program Administrator. The Program Administrator is responsible for providing a computer and phone for in-person office hours.

- ***Required Response Times***

Program Administrator will be readily available by phone and email, Monday through Friday, 9:00 am to 5:00 pm. Below are the maximum response times the City will allow:

- The Program Administrator must respond within 24-hours to inquiries from tenants concerning 3-day notices of termination.
- The Program Administrator should respond within 48-hours to inquiries from tenants concerning other eviction-related issues/notices (e.g. 30 or 60 day termination notices).
- The Program Administrator will respond to rent increase or other tenant/landlord related issues inquiries within two (2) business days.
- The Program Administrator will respond to inquiries from the City within two (2) business days.
- Per the Ordinance, the Program Administrator shall notify landlords within of three (3) business days after receiving an eligible rent review request. However, the City prefers that the Program Administrator notifies landlords within one (1) business day).
- The Program Administrator will respond to all other inquiries within three (3) business days.

Exhibit A

b. Consultation

Program Administrator will provide consultation services to tenants and landlords to discuss discussing different options to address their issue and assist the parties in choosing how to resolve their issue. The Program Administrator will conduct research and review tenant/landlord correspondence, notices, leases, as needed.

c. Referrals to Other Resources

Program Administrator will make referrals to other resources, including referrals to attorneys and/or small claims court, when appropriate. Referrals will be made as appropriate, to Eviction Defense, Bay Legal, East Bay Community Law Center, and/or Alameda County Bar Association. Additionally, referrals will be made to Small Claims Court for any claim under \$10,000.

d. Requests for Rent Review

The Program Administrator will receive and process requests for rent review which includes:

- Assisting tenants in completing a Rent Review Request Form (as needed).
- Determining if a rent review request is eligible pursuant to the Ordinance.
- Notifying landlords within three (3) business days of receiving an eligible request for rent review. If the Program Administrator is unable to reach a landlord by telephone or email, contact will be attempted by U.S. mail. Landlords are required to submit a response to the Program Administrator.
- Notifying tenants of the status of their requests.

e. Conciliation

The Program Administrator will provide conciliation services, which shall include the following and may involve multiple contacts with one or both parties. Conciliation must occur within ten (10) business days after Program Administrator has received the landlord's response.

- Discussing the dispute with the tenant and landlord by phone and/or email.
- Phone calls and/or emails on behalf of the disputing party to try to resolve dispute.
- Meeting with the tenant and landlord separately and/or meeting with the tenant and landlord together.
- Engaging the parties in brainstorming solutions and discussing the relative desirability of the options.
- For those cases that are successfully conciliated, Program Administrator will collect data on the results of the resolution (for reporting purposes) and assist parties with signing a settlement agreement.

f. Referrals to the Rental Housing Association

If no contact with the landlord is made or there is non-participation on the part of the landlord, Program Administrator will contact and refer the case to the Rental Housing Association's (RHA) landlord to landlord (i.e. peer to peer) counseling program. Program Administrator may also refer other cases to RHA, at its discretion. If cases are resolved during the landlord to landlord counseling phase, Program Administrator shall coordinate with RHA (to the extent possible) to collect data on the results of the resolution (for reporting purposes).

Exhibit A

g. Mediation Coordination

For cases that reach the mediation phase, the Program Administrator is responsible for coordinating/arranging mediation cases with the City's on-call mediator(s). Tasks will include:

- Notifying tenants of their right to mediation and assisting tenants with completing the Request for Mediation form (as needed).
- Sending a Notice of Mediation to the tenant and landlord at least 10 days prior to the scheduled mediation date.
- Notifying the City's mediator(s) of upcoming mediation cases and providing case information to the City's mediator(s) prior to the meeting.
- The Program Administrator will be responsible for coordinating and scheduling special mediation meetings including reserving City-owned meeting space (as needed).
- Coordinating language line services for the City's mediator(s) (as needed).
- Collecting data on the results of the mediation.

h. Forms/Handouts

The City shall develop all forms related to the Rent Program, such as the Notice of Tenant's Rights Forms. However, Program Administrator shall provide input/feedback on the development of the forms, FAQs, handouts, and other documents related to the Ordinance.

2. Community Outreach/Education

Program Administrator will conduct outreach to the rental community through continuous publication of educational materials and brochures through a variety of media, such as pamphlets, online social media, and print news. Program Administrator will also participate in or organize public and educational events and workshops to inform tenants/landlords of their rights and obligations under both ordinances as well as increase awareness of the Rent Program among the residents of the City of Union City. Outreach materials should also be provided in paper and electronic format and be provided in the City's three predominant languages: English, Spanish, and Chinese.

- Throughout the year - Distribution of flyers and brochures at public places in Union City, including but not limited to, City Hall, Library, Ruggieri Senior Center, Holly and Kennedy Community Centers, Police Department, and local non-profit organizations, such as 2-1-1, Abode Services, Community Resources for Independent Living, Centro de Servicios, Tiburcio Vasquez Health Center, Tri-City Volunteers, and Tri-City Health Center.
- Throughout the year - Program Administrator will contact Tenants Together, Just Cause, Southern Alameda County Rental Housing Association, Bay East Association of Realtors, and other key stakeholder groups at least once to provide marketing materials to said groups and/or give a presentation at an event/meeting. Program Administrator will coordinate with the City to reach out to stakeholder groups.
- Conduct two public workshops on the Rent Program per year. Program Administrator will coordinate with the City on reserving workshop space.
- Throughout the year – Program Administrator will participate in local events and workshops, such as National Night Out, to increase awareness of the Rent Program.
- Program Administrator will coordinate with the City to promote the Rent Program on the City's social media channels.
- Program Administrator will coordinate with the New Haven Unified School District and other community organizations to promote the Rent Program.

Exhibit A

3. Reporting

On an annual basis, the Program Administrator will be required to attend and present (as needed) the results of the Rent Program at a City Council meeting. Program Administrator will provide the following information on a **monthly basis**. Information shall be submitted to the City no later than the 15th of the following month:

- a. Number and type of inquiries (e.g. rent increase, eviction, etc.) made by landlords, tenants, or other members of the community
- b. Number of appointment requests for in-person office hours and number of appointments actually held.
- c. Number and date of rent review requests
 - o Including the tenant's base rent and the proposed rent increase (amount and percentage)
- d. Number of requests that didn't qualify for rent review including the reason why
 - o e.g. rent increase did not meet the threshold, increase was improperly noticed
- e. Number of conciliation cases including the results of the conciliation
 - o Number of resolved cases including the agreed upon rent increase
 - o Number of rescinded cases including the party that rescinded the case
 - o Number of cases referred to mediation
- f. Number of mediation cases including the results of the mediation
 - o Number of resolved cases including the agreed upon rent increase
 - o Number of rescinded cases including the party that rescinded the case
 - o Number of unresolved cases including the results, if available (i.e. final rent increase amount)
 - o Mediator's recommendations (as applicable)
- g. Number of cases referred to the RHA landlord to landlord counseling program
 - o Results of the RHA counseling including the agreed upon rent increase for resolved cases
- h. Details of outreach activity
 - o Online/social media outreach efforts
 - o Presentations / Workshops
 - o Advertisements/publications
 - o Other outreach methods

4. Website/Online (One-Time)

Program Administrator will undertake the following efforts to promote the Rent Program online. The City anticipates this to be a one-time task and expense. However, the Program Administrator will be responsible for maintaining the website.

- Establish a specific email address dedicated to the Union City Rent Program
- Information about the Union City Rent Program should be easily accessible and highly visible on the Program Administrator's website

Exhibit A

5. Language Services

At a minimum, the Program Administrator will provide or contract for translation services (oral and written). The Program Administrator shall also have access to a language line to provide phone interpreting services for Chinese (Mandarin and Cantonese), Spanish, and Tagalog monolingual tenants and/or landlords.

Program Administrator will be required to provide access to its phone translation services to the City's mediator(s) during mediation meetings. Program Administrator will also be responsible for coordinating/scheduling the phone translation services.

The Program Administrator will provide American Sign Language (ASL) interpreters.

Outreach materials will be provided in the City's three predominant languages: English, Spanish, and Chinese.

6. Reasonable Accommodations / Domestic Violence Accommodations

The Program Administrator will develop and provide a process for the public to request an accommodation to Rent Program's policies and procedures for disabilities or for domestic violence, to the extent required by law. Upon its receipt of a written (or verbal) request, the Program Administrator will review and approve or deny, at its own discretion, requests for accommodation based on a disability or domestic violence. The Program Administrator may request certification by a qualified medical professional or other documentation demonstrating the need for the accommodation.

7. Assigned Staff

The Program Administration Services will be conducted by Mary Colbert, Housing Counselor for ECHO. The Housing Counselor will hold primary responsibility for responding to tenant-landlord inquiries, making referrals to other resources, providing consultation and conciliation services, coordinating mediation cases, making referrals to RHA, and conducting outreach, education, and trainings.

Additional support is provided by the Executive Director, Marjorie Rocha, who is responsible for overseeing the efficient operation of the Program Administration contract and provides assistance with program compliance. Toshia Charles-Ellington, Administrative Assistant, is responsible for contract compliance and reporting. Sandra Martinez, Office Manager, provides outreach and clerical support for this project.

Exhibit A

8. Proposed Schedule

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Units
Website Design & Maintenance	3	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	Hours
Create data-gathering system and reporting	3	3	3	3	3	3	3	3	3	3	3	3	Hours
Responding to Inquiries	■	■	■	■	■	■	■	■	■	■	■	■	
Consultations	■	■	■	■	■	■	■	■	■	■	■	■	
Tenant/Landlord Office Hours	■	■	■	■	■	■	■	■	■	■	■	■	
Referrals to Other Resources	■	■	■	■	■	■	■	■	■	■	■	■	
Process Requests for Rent Review	■	■	■	■	■	■	■	■	■	■	■	■	
Conciliation	■	■	■	■	■	■	■	■	■	■	■	■	
Referrals to RHA	■	■	■	■	■	■	■	■	■	■	■	■	
Mediation Coordination	■	■	■	■	■	■	■	■	■	■	■	■	
Community Outreach/Education													
Flyer Distribution	1	1	1	1	1	1	1	1	1	1	1	1	Hours
Stakeholder Engagement			1		1		1		1		1		Groups
Workshops		6	6										Hours
Table Local Events												4	Hours
Social Media	1		1		1		1		1		1		Hours
Community Based Organization Promotion	1	1	1	1	1	1	1	1	1	1	1	1	Hours

■ Program Administrator is unable to anticipate the number of Union City tenants or landlords that will under the Rent Program however all Union City tenants and landlords requesting services will be assisted.

Exhibit A

EXHIBIT B PAYMENT SCHEDULE

ECHO will charge the City for Program Administration service at a rate of:

\$75.00 per hour with a not to exceed amount of \$75,000

This hourly rate includes salaries, benefits, rent, telephone, and general operating costs associated with the staff persons assigned to this position, which includes the Housing Counselor, Executive Director, Senior Bookkeeper, Administrative Assistant, and Office Manager. This rate also guarantees a response from 9 am to 5 pm, Monday through Friday, by a live receptionist, and immediate referral to the Program Administrator.

Time Estimates Per Task

Task	Quantity	Unit of Measure
Consultations	2	Hours/Case
Tenant/Landlord Office Hours	Up to 6	Hours/Week
Conciliation	4	Hours/Case
Referral to RHA/Data Gathering	1.5	Hours/Case
Mediation Coordination	1	Hours/Case
Community Outreach/Education		
Flyer Distribution	1	Hours/Distribution
Stakeholder Groups	1	Hour/Group
Workshops	6	Hours/Workshop
Table local events	4	Hours/Event
Social Media	1	Hours/Post
Community-based Organization (CBO) Promotion	2	Hours/CBO Promotion
Reporting	3	Hours/Month
Reasonable/Domestic Violence Accommodations	2	Hours/Accommodation
Website/Online	8	Hour/Year

Additional Invoicing Requirements

The City has a Community Development Block Grant (CDBG) Subrecipient Agreement with ECHO to provide Fair Housing and Tenant/Landlord Services. The agreement is \$10,000 for the period of July 1, 2017 to June 30, 2018 (Contract #C5014). All Fair Housing services and Tenant/Landlord Services provided by ECHO that do not directly pertain to the Residential Landlord and Tenant Relations or Rent Review Ordinances are not reimbursable under this contract. Time sheets must clearly indicate and differentiate between hours worked on the Rent Review Ordinance, the Residential Landlord and Tenant Relations Ordinance, and the CDBG Subrecipient Agreement. Invoices should clearly indicate and differentiate between hours worked on administering the Rent Review Ordinance and administering the Residential Landlord and Tenant Relations Ordinance.

Exhibit A

EXHIBIT C

REIMBURSABLE EXPENSES

Expense	Rate
Language Interpretation Services	\$300 per hour
Written Translation Services for flyers/brochures	\$0.08 per word



Agenda Item

DATE: 9/12/2017

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, ECONOMIC AND COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSULTING SERVICES AGREEMENT WITH BARBARA ANSCHER TO PROVIDE ON-CALL MEDIATION SERVICES FOR THE RENT REVIEW ORDINANCE IN AN AMOUNT NOT TO EXCEED \$47,000

Staff recommends that the City Council adopt a resolution authorizing the City Manager to enter into a one-year consulting services agreement with Barbara Anscher to provide on-call mediation services for the Rent Review Ordinance in an amount not to exceed \$47,000. Included as Exhibit A is the consulting services agreement.

BACKGROUND

In the past six months the City Council has adopted two ordinances to address concerns about unjust tenant evictions and excessive rent increases.

On April 11, 2017, the City Council adopted Ordinance 839-17, which adds Chapter 5.50 “Residential Landlord and Tenant Relations Ordinance” to the City’s municipal code (“Eviction Protection Ordinance”). The Eviction Protection Ordinance stipulates that landlords may only terminate a tenancy for a specific cause, such as non-payment of rent, and prohibits landlords from engaging in specific harassment activity. The Eviction Protection Ordinance went into effect on May 10, 2017.

On June 27, 2017, the City Council adopted Ordinance 841-17, which adds Chapter 5.55 “Rent Review” to the City’s municipal code (“Rent Review Ordinance”). The Rent Review Ordinance provides a mediation process for tenants to address rent increases with their landlords. More specifically, the ordinance consists of a two phase process: 1) conciliation and 2) in-person mediation with a professional mediator. Landlord participation in the process is mandatory but the mediator's recommendations are non-binding. The Rent Review Ordinance will go into effect on October 2, 2017.

DISCUSSION

On June 14, 2017, the City issued a Request for Proposals (RFP) to select professional mediators to provide on-call mediation services and serve as the Rent Review Officer in connection with the City's Rent Review Ordinance. The role of the mediator (also known as the Rent Review Officer) is to meet in-person with the tenant and landlord and encourage them to find a mutually acceptable solution. The mediator will also consider the evidence presented by both parties, applying the applicable ordinances and rules, and make a recommendation for a specific resolution of the dispute, as needed. Finally, the mediator will report to the City's Program Administrator the results of all mediation cases. For more information on the mediator's scope of work, please see Exhibit A of the consulting services agreement.

The City only received one proposal from Barbara Anscher. Staff interviewed Ms. Anscher and found that her proposal demonstrated a clear understanding of the ordinance and the responsibilities of the mediator. Ms. Anscher also has extensive experience as a neutral arbitrator and mediator. More specifically, she has been mediating unlawful detainer cases (i.e. eviction cases) since 2004 and has experience settling habitability and wrongful eviction cases.

Since it is unknown how many mediation cases will arise and that it can take several hours per mediation cases, staff is seeking to contract with additional on-call mediators. On August 21, 2017, staff issued an on-going RFP for additional on-call mediators. Staff has already received a few proposals and is in the process of reviewing them.

FISCAL IMPACT

Staff is seeking authorization from the City Council to enter into a \$260/hour contract, with a not to exceed amount of \$47,000. This hourly rate includes salaries, benefits, and travel costs associated with the mediator's responsibilities.

This contract will be funded out of the City's General Fund. However, the Rent Review Ordinance allows for the City to charge landlords an annual fee in order for the City to recoup its implementation and on-going administration costs. This fee will be used to repay the mediator expenses and all other costs associated with implementing the ordinance. Staff has prepared an internal fee study to determine the annual cost of administration and the corresponding fee rate. Staff is seeking City Council approval of this new fee in a subsequent staff report.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution authorizing the City Manager to enter into a one-year consulting services agreement with Barbara Anscher to provide on-call mediation services for the Rent Review Ordinance in an amount not to exceed \$47,000.

Prepared by:

Alin Lancaster, Housing and Community Development Coordinator

Submitted by:

Joan Malloy, Economic and Community Development Director

ATTACHMENTS:

Description	Type
▣ Resolution: On-Call Mediator	Resolution
▣ Exhibit A: Consulting Services Agreement - On-Call Mediator	Exhibit

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSULTING
SERVICES AGREEMENT WITH BARBARA ANSCHER TO PROVIDE ON-CALL
MEDIATION SERVICES FOR THE RENT REVIEW ORDINANCE IN AN AMOUNT
NOT TO EXCEED \$47,000**

WHEREAS, on April 11, 2017, the City Council adopted Ordinance 839-17, which adds Chapter 5.50 “Residential Landlord and Tenant Relations Ordinance” to the City’s municipal code (“Eviction Protection Ordinance”). The Eviction Protection Ordinance went into effect on May 10, 2017; and

WHEREAS, on June 27, 2017, the City Council adopted Ordinance 841-17, which adds Chapter 5.55 “Rent Review” to the City’s municipal code (“Rent Review Ordinance”). The Rent Review Ordinance will go into effect on October 2, 2017; and

WHEREAS, the Rent Review Ordinance provides a mediation process for tenants to address rent increases with their landlords and consists of a two phase process: 1) conciliation and 2) in-person mediation with a professional mediator; and

WHEREAS, on June 14, 2017, the City issued a Request for Proposals (RFP) to select professional mediators to provide on-call mediation services and serve as the Rent Review Officer in connection with the City’s Rent Review Ordinance; and

WHEREAS, the role of the mediator (“Rent Review Officer”) is to meet in-person with the tenant and landlord and encourage them to find a mutually acceptable solution. The mediator will also consider the evidence presented by both parties, applying the applicable ordinances and rules, and make a recommendation for a specific resolution of the dispute, as needed; and

WHEREAS, the City only received one proposal from Barbara Anscher; and

WHEREAS, Ms. Anscher’s proposal demonstrated a clear understanding of the ordinance and the responsibilities of the mediator. Ms. Anscher also has extensive experience as a neutral arbitrator and mediator and has experience mediating unlawful detainer (i.e. eviction cases), habitability, and wrongful eviction cases; and

WHEREAS, staff is seeking authorization from the City Council to enter into a \$260/hour contract, with a not to exceed amount of \$47,000; and

WHEREAS, this contract will be funded out of the City’s General Fund. However, the Rent Review Ordinance allows for the City to charge landlords an annual fee in order for the City to recoup its implementation and on-going administration costs. This fee will be used to repay the mediator expenses and all other costs associated with implementing the ordinance.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Union City does hereby authorize the City Manager to enter into a consulting services agreement with Barbara Anscher to provide on-call mediation services for the Rent Review Ordinance in an amount not to exceed \$47,000.

Exhibit A

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF UNION CITY AND BARBARA M. ANSHCER FOR ON-CALL MEDIATION SERVICES

This Agreement for consulting services is made by and between the City of Union City, a municipal corporation, (“City”) and Barbara M. Anscher, a sole proprietor, (“Consultant”), (together referred to as the “Parties”) as of October 2, 2017 (the “Effective Date”).

Section 1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on September 12, 2017, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City’s right to terminate the Agreement, as referenced in Section 8.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time is of the Essence. Time is of the essence. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to timely finish the Scope of Work, to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant’s obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed Forty Seven Thousand Dollars, (\$47,000) notwithstanding any contrary indications that may be contained in Consultant’s proposal for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant’s proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant

Exhibit A

for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

Exhibit A

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Hourly Fees. Unless the services provided are for a lump sum or flat fee, fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit B, the Agreement shall prevail.

2.6 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit C. Reimbursable expenses not listed in Exhibit C are not chargeable to City. Reimbursable expenses shall not include a mark-up and are billed as a direct costs. In no event shall expenses be advanced by the City to the Consultant. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 Payment upon Termination. In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

2.10. Business License. The Consultant is not authorized to perform services or incur costs whatsoever under the terms of this Agreement until Consultant applies for and has been issued a business license from the City pursuant to Title 5 of the Union City Municipal Code.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to

Exhibit A

property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

4.1 Required Coverage. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

<u>COVERAGE</u>	<u>TYPE OF INSURANCE</u>	<u>MINIMUM LIMITS</u>
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence; Bodily Injury and Property Damage \$2,000,00 in the aggregate; Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence; Any Auto; Bodily Injury and Property Damage. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease. Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement
D	Professional Liability/Errors & Omissions	\$1,000,000 per occurrence \$2,000,000 policy aggregate; Any deductible or self-insured retention shall not exceed \$150,000 per claim

Exhibit A

Includes endorsements of contractual liability

4.2 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until three (3) years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement

b. All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: City of Union City, its City Council, and all City officers, agents, employees, volunteers and representatives.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

e. **Certificates of Insurance:** Before commencing operations under this Agreement, Consultant shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to City, evidencing that all required insurance coverage is in effect. The City reserves the rights to require the Consultant to provide complete, certified copies of all required insurance policies.

f. **Subcontractors:** Consultant shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. **Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

i. The retroactive date of the policy must be shown and must be before the date of the Agreement.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

Exhibit A

iii. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of three (3) years after completion of work under this Agreement.

iv. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3 All Policies Requirements.

a. **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII. Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the City. Acceptance of Consultant's insurance by City shall not relieve or decrease the liability of Consultant hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Consultant.

b. **Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

c. **Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

d. **Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.

4.4 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Exhibit A

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public

Exhibit A

Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant. Consultant may cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation.

Exhibit A

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all work product, including, but not limited to documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the

Exhibit A

property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Dispute Resolution. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

10.2.1 Each party will designate a senior management or executive level representative to negotiate the dispute. Through good faith negotiations, the representatives will attempt to resolve the dispute by any means within their authority.

10.2.2 If the dispute remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by mediation through a disinterested third person as mediator selected by both Parties. Mediation will begin within thirty (30) days of the selection of this disinterested third party, and will end fifteen (15) days after commencement. The Parties shall equally bear the costs of any mediator, and shall bear their own attorney's fees for the mediation.

10.2.3 The alternative dispute resolution process in this section is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either party initiating legal action. This alternative dispute resolution process is not intended to nor shall be

Exhibit A

construed to change the time periods for filing a claim or action specified by Government Code Section 900, *et. seq.*

10.3 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

10.4 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.5 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.7 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.8 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.9 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.10 Contract Administration. This Agreement shall be administered by the City Manager, or his designee, identified as Alin Lancaster, Housing and Community Development

Exhibit A

Coordinator ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator.

10.11 Notices.

Any written notice to Consultant shall be sent to:

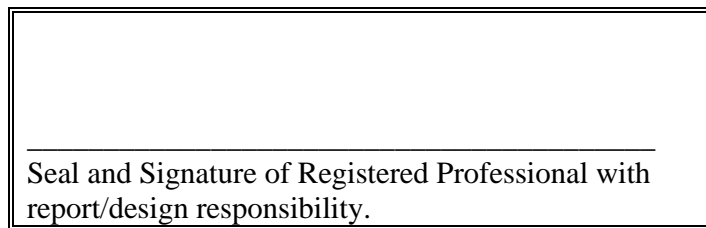
Barbara M. Anscher
2506 Hawthorne Terrace
Berkeley, CA 94708

Any written notice to City shall be sent to:

Antonio E. Acosta, City Manager
City of Union City
34009 Alvarado Niles Rd. with a copy to
Union City, CA 94587

Benjamin T. Reyes II, City Attorney
City of Union City
34009 Alvarado Niles Rd.
Union City, CA 94587

10.12 Professional Seal. Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



10.13 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, and C represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Payment Schedule
<u>Exhibit C</u>	Reimbursable Expenses

10.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

Exhibit A

The Parties have executed this Agreement as of the Effective Date.

CITY OF UNION CITY

CONSULTANT

ANTONIO E. ACOSTA, CITY MANAGER

BARBARA M. ANSCHER

ATTEST:

ANNA M. BROWN, CITY CLERK

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO, INTERIM CITY ATTORNEY

Exhibit A

EXHIBIT A

SCOPE OF SERVICES

Barbara Anscher will serve as a Rent Review Officer under the City's municipal code Chapter 5.55 "Rent Review" (Ordinance 841-17).

1. On-Call Mediation Services

The mediation phase is a formal process whereby the tenant and landlord will meet in person together with the Rent Review Officer to present their positions and discuss their issues with each other. The role of the Rent Review Officer is to encourage the tenant and landlord to find a mutually acceptable solution and provide a non-binding recommendation (as needed). However, it is ultimately at the discretion of the tenant and landlord to choose whether to reach an agreement, either partially or wholly resolving their dispute. Specific tasks will include the following and will be provided on an as needed basis:

- Review case information ahead of the meeting. Case information will be provided by the City's Program Administrator
- Attend in-person meetings with the tenant and landlord, as scheduled. The City will establish a set, monthly mediation date (e.g. first Monday of the month) however there may be occasions where a special mediation meeting must be held. Therefore, the Rent Review Officer should be available to meet at various times including evenings. There may also be period of time where no mediation meetings are scheduled.
- Explain the mediation process including an explanation of possible outcomes, next steps if the parties do not reach an agreement, and that the results of the mediation will be reported out to the City.
- Encourage and facilitate both parties to find a mutually acceptable solution.
- Assist the tenant and landlord in completing and signing a settlement agreement, if the parties settle their dispute. The City will provide a settlement agreement template.
- If the parties are unable to formulate their own solution to the problem, the Rent Review Officer will propose a solution based on applicable ordinances and rules and the evidence presented by the parties.
- The City shall provide space for the mediation meetings.
- The City's Program Administrator will provide access to translation services, as needed.

2. Reporting

The Rent Review Officer will report to the City's Program Administrator the results of all mediation cases including the agreed upon rent increase for resolved cases and the results of any unresolved cases.

Exhibit A

EXHIBIT B

PAYMENT SCHEDULE

Barbara M. Anscher will charge the City for on-call mediation services at a rate of:

\$260.00 per hour with a not to exceed amount of \$47,000

This hourly rate includes salaries, benefits, travel expenses, and general operating costs associated with providing on-call mediation services. The above hourly rate shall only be charged for hours spent scheduling mediation meetings, reviewing case information, providing mediation services, and reporting out to the City's Program Administrator.

Time Estimates Per Task

Task	Quantity	Unit of Measure
Mediation Scheduling	Up to 0.5	Hours/Case
Case Review	Up to 1	Hours/Case
Mediation	Up to 3	Hours/Case
Reporting to Program Administrator	Up to 0.5	Hours/Case
Total	5	Hours/Case

Exhibit A

EXHIBIT C

REIMBURSABLE EXPENSES

NONE



Agenda Item

DATE: 9/12/2017

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: MINTZE CHENG, PUBLIC WORKS DIRECTOR

SUBJECT: ADOPT A RESOLUTION APPROPRIATING CAL-RECYCLE TIRE DERIVED PRODUCTS GRANT FUNDS IN THE AMOUNT OF \$23,440 TO CITYWIDE PLAYGROUND EQUIPMENT AND FITNESS COURSE REPAIR PROJECT (PROJECT 11-09)

Staff recommends City Council to adopt a resolution authorizing the appropriation of Cal-Recycle Tire Derived Products grant funds in the amount of \$23,440 to the Citywide Playground Equipment and Fitness Course Repair Project (Project 11-09) for the rehabilitation of the Mariner Park “Green Belt” / Fitness Circuit. The grant funds will supplement existing project appropriations for this project.

BACKGROUND

The Department of Resources Recycling and Recovery (CalRecycle) administers a program to provide opportunities for the diversion of tires from landfill disposal, prevent illegal tire dumping, and promote markets for recycled-content products. The Tire-Derived Product Grant (TDP) Program is a reimbursement grant designed to use TDPs for repurposing projects such as pathways, landscaping, mats, playground surfacing, curb stops, and ramps.

DISCUSSION

On August 8, 2017, staff was notified by CalRecycle that grant funds in the amount of \$23,440.00 was approved for the purpose of playground surfacing installation or replacement. The grant application submitted by staff had specifically identified the Mariner Park “Green Belt” or Fitness Circuit rubberized surfacing as the proposed location for improvement.

As part of City Project 11-09, staff has prepared a general project scope of work for the full replacement of the Mariner Park “Green Belt” / Fitness Circuit poured-in-place rubberized safety surfacing and outdoor exercise equipment for this 2017/18 fiscal year. The estimated project cost is at \$122,000 which is within City Manager’s authorized expenditure limit, so the construction contract will be approved administratively.

FISCAL IMPACT

Citywide Playground Equipment and Fitness Course Repair project is typically funded by our Special Parks Fund (Fund 2550-3199-91109). Currently there is \$176,000 available in the project. The requested TDP grant funds appropriation of \$23,440 (4100-3199-91109) will supplement the cost to replace the poured-in-place rubberized safety surfacing.

RECOMMENDATION

Staff recommends that City Council approve the resolution appropriating TDP Grant funds in the amount of \$23,440 (4100-3199-91109) for the rehabilitation of the Mariner Park “Green Belt” / Fitness Circuit (City Project 11-09).

Prepared by:

Peter Lau, Public Works Superintendent

Submitted by:

Mintze Cheng, Public Works Director

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution	Resolution
<input type="checkbox"/> Resolution Attachment	Attachment
<input type="checkbox"/> Agreement	Attachment

RESOLUTION No. XXXX-17

ADOPT A RESOLUTION APPROPRIATING CAL-RECYCLE TIRE DERIVED PRODUCTS GRANT FUNDS IN THE AMOUNT OF \$23,440 TO CITYWIDE PLAYGROUND EQUIPMENT AND FITNESS COURSE REPAIR PROJECT ACCOUNT (CITY PROJECT 11-09)

WHEREAS, the Department of Resources Recycling and Recovery (CalRecycle) administers a program to provide opportunities for the diversion of tires from landfill disposal, prevent illegal tire dumping, and promote markets for recycled-content products; and

WHEREAS, the Tire-Derived Product Grant (TDP) Program is a reimbursement grant designed to use TDPs for repurposing projects such as pathways, landscaping, mats, playground surfacing, curb stops, and ramps; and

WHEREAS, said grant funds in the amount of \$23,440.00 was approved for the purpose of playground surfacing installation or replacement; and

WHEREAS, a City-Wide Playground Equipment and Fitness Course Repair Project Account is designated for the purpose of repairing and rehabilitating the City's parks and playgrounds; and

WHEREAS, the replacement of the Mariner Park "Green Belt" / Fitness Circuit poured-in-place rubberized safety surfacing and outdoor exercise equipment has been identified as the proposed location for improvement; and

WHEREAS, The TDP grant funds will supplement the cost to replace the poured-in-place rubberized safety surfacing.

NOW, THEREFORE, BE IT RESOLVED that the City of Union City approves the appropriation of TDP Grant funds in the amount of \$23,440 for the rehabilitation of the Mariner Park "Green Belt" / Fitness Circuit (4100-3199-91109), City Project 11-09.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on September 12, 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

CAROL DUTRA-VERNACI
Mayor

ATTESTED:

APPROVED AS TO FORM:

ANNA M. BROWN
City Clerk

City Attorney

REQUEST FOR BUDGET TRANSFER OR SUPPLEMENTAL APPROPRIATION

Nature of adjustment:

Approved by Council Action/Resolution # _ _ _ _ _

INCREASE BUDGET FOR THIS ACCOUNT			DECREASE BUDGET OF THIS ACCOUNT	
ACCOUNT NUMBER	AMOUNT		ACCOUNT NUMBER	AMOUNT
4100-3199-91109 Mariner Park "Green Belt" / Fitness Circuit Repair as part of Citywide Playground Equipment and Fitness Course Repair Project	\$23,440		Cal-Recycle Tire Derived Products grant funds	\$23,440

GRANT AGREEMENT COVER SHEET

CalRecycle 110 (Revised 3/14)

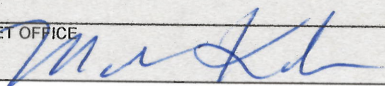
GRANT NUMBER TDP18-17-0001	
NAME OF GRANT PROGRAM 2017-18 Tire-Derived Product Grant Program	
GRANTEE NAME City of Union City	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	TOTAL GRANT NOT TO EXCEED \$23,440.00
TERM OF GRANT AGREEMENT FROM: August 01, 2017	TO: April 01, 2020

The Department of Resources Recycling and Recovery (CalRecycle) and City of Union City (the "Grantee"), in mutual consideration of the promises made herein, agree to comply with the provisions of this Agreement, which consists of this Grant Agreement Cover Sheet and the following Exhibits, which are incorporated by this reference and made a part of this Agreement as if attached hereto:

- Exhibit A – Terms and Conditions
- Exhibit B – Procedures and Requirements
- Exhibit C – Application with revisions, if any, and any amendments

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CalRecycle.

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

CALRECYCLE		GRANTEE'S NAME (PRINT OR TYPE) City of Union City	
SIGNATURE OF CALRECYCLE'S AUTHORIZED SIGNATORY		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Deputy Director, CalRecycle	DATE	TITLE	DATE
		PAYMENT ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) Public Works 34009 Alvarado-Niles Rd Union City, CA 94587	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$23,440.00	FISCAL YEAR / PROGRAM 2017-18 Tire-Derived Product Grant Program		FUND TITLE TIRE
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	CHAPTER 14	STATUTE YEAR 2017	Fiscal Year 2017-18
	ORG CODE 3970	REFERENCE 101	FUND CODE 0226
	ENACTMENT YEAR 2017		
TOTAL AMOUNT ENCUMBERED TO DATE \$23,440.00	CalSTRS Object of Expenditure		
	INDEX 7830	PCA G3320	OBJECT 702
FISCAL Comparable Expenditure Information			
	REPORTING STRUCTURE 39707830	PROGRAM (PGM-SUB-TSK) 3700000230	ACCOUNT 5432000
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. No.	B.R. No.
SIGNATURE OF CALRECYCLE BUDGET OFFICE 		DATE 8.3.17	



Agenda Item

DATE: 9/12/2017

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: MINTZE CHENG, PUBLIC WORKS DIRECTOR

SUBJECT: APPROVE PROJECT FUNDING AGREEMENTS WITH ALAMEDA COUNTY TRANSPORTATION COMMISSION FOR PROJECT 17-29 UNION CITY BOULEVARD CLASS 2 BIKE LANES AND PROJECT 17-30 BICYCLE AND PEDESTRIAN MASTER PLAN UPDATE; AUTHORIZE CITY MANAGER TO EXECUTE THE AGREEMENTS; AND APPROPRIATE FUNDS TO SAID PROJECTS

Staff requests City Council approval of a resolution approving the project funding agreements with Alameda County Transportation Commission (ACTC) for Project 17-29 Union City Boulevard Class 2 Bike Lanes and Project 17-30 Bicycle and Pedestrian Master Plan Update; and authorize City Manager to execute said agreements and appropriate funds to said projects.

BACKGROUND

In April, 2017, ACTC approved the Union City Boulevard Class 2 Bike Lane Project and the Bicycle and Pedestrian Master Plan update for funding from the ACTC-administered programs. Specifically for the Union City Boulevard Class 2 Bike Lane project, ACTC will provide \$6,564,000 from the 2014 Measure BB Funds; \$1,100,000 from the CMA TIP funds; and \$136,000 from the TFCA funds for a total grant award of \$7,800,000. The agreement requires that the City provide \$1,000,000 in matching funds.

For the Bicycle and Pedestrian Master Plan Update project; ACTC will provide \$150,000 from the 2000 Measure B funds. The agreement requires the City to provide \$150,000 in matching funds.

The funding agreements for the said projects have recently been released by ACTC staff.

DISCUSSION

The agreements have requirements of the City regarding timely use of funds, adherence to project schedule, reporting to ACTC and for the City to cover any project cost overruns. Staff and the City Attorney's office has reviewed

documents and are satisfied that the City can comply with the requirements of the agreements.

Union City Boulevard Class 2 Bike Lanes Project (Project 17-29) will construct approximately 2.2 miles of bike lanes from 600 feet south of Alvarado Boulevard to the City limits with Fremont. This project will close an existing bike lane gap. After completing this project Union City Boulevard will have bike lanes from the city boundary with Hayward to city boundary with Fremont. This Project also includes traffic signals modifications and the installation of a right turn lane in the south bound direction at the Union City Boulevard /Lowry Road Intersection to better facilitate the right turn movements associated with Delaine Eastin Elementary School.

If City Council approves the agreement tonight, staff will begin the process of selecting a design consultant to prepare plans and specifications with the intention of starting construction in August, 2018 and completing construction in September, 2019.

The City's Bicycle and Pedestrian Master Plan was dated in 2012 and it needs to be updated to reflect the changes to identify locations of providing protected bike lanes so that the City can be in the position to apply for future funding opportunities.

Due to the Planning Division currently working on the General Plan, staff will not begin work on the Bicycle and Pedestrian Master Plan Update until January 2018 with completion targeted for April 2019.

FISCAL IMPACT

ACTC will fund up to \$7,800,000 grant funds for project 17-29 Union City Boulevard Class 2 Bike lanes provided the City matches with \$1,000,000 City funds and guarantees to cover any project overruns. There are sufficient funds in the State Gas Tax Fund Balance (Fund 2510) to cover the \$1,000,000.

ACTC will provide \$150,000 of funding for project 17-30 Bicycle and Pedestrian Master Plan Update provided the City matches with \$150,000 City funds. There are sufficient funds available in the City's Measure BB Bike and Pedestrian Fund Balance (Fund 2546) to cover the \$150,000.

RECOMMENDATION

It is recommended that the City Council approve the following:

1. Enter into Funding Agreements with ACTC for Union City Boulevard Class 2 Bike Lanes Project and Bicycle and Pedestrian Master Plan Update respectively and authorize the City Manager to execute the agreements;
2. Appropriate \$7,800,000 ACTC Grant and \$1,000,000 City's Gas Tax Fund to Union City Boulevard Class 2 Bike Lanes Project (Project 17-29); and
3. Appropriate \$150,000 ACTC Grant and \$150,000 City's Measure BB Bike and Pedestrian Fund to the Bicycle and Pedestrian Master Plan Update (Project 17-30).

Prepared by:

Thomas Ruark, City Engineer

Submitted by:

Mintze Cheng, Public Works Director

ATTACHMENTS:

Description	Type
☐ Resolution	Resolution
☐ Resolution Attachment	Attachment
☐ Resolution Attachment	Attachment
☐ Attachment - UCB Class 2 Bike Lanes	Attachment
☐ Attachment - Bicycle and Pedestrian Master Plan Update	Attachment

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY TO APPROVE PROJECT FUNDING AGREEMENTS WITH THE ALAMEDA COUNTY TRANSPORTATION COMMISSION FOR PROJECT 17-29 UNION CITY BOULEVARD CLASS 2 BIKE LANES AND PROJECT 17-30 BICYCLE AND PEDESTRIAN MASTER PLAN UPDATE; AUTHORIZE CITY MANAGER TO EXECUTE THE AGREEMENTS; AND APPROPRIATE FUNDS TO SAID PROJECTS

WHEREAS, Alameda County Transportation Commission administers funding programs for the 2000 Measure B; 2014 Measure BB; Vehicle Registration Fee (Measure F); Transportation Fund for Clean Air (TFCA); and Congestion Management Agency Transportation Improvement Program (CMA TIP); and

WHEREAS, in April, 2017, ACTC approved the Union City Boulevard Class 2 Bike Lane Project and the Bicycle and Pedestrian Master Plan update for funding from the ACTC administer programs, and

WHEREAS, for the Union City Boulevard Class 2 Bike Lane project, ACTC will provide \$6,564,000 from the 2014 Measure BB Funds; \$1,100,000 from the CMA TIP funds; and \$136,000 from the TFCA funds for a total grant award of \$7,800,000, and

WHEREAS, the agreement for the Union City Boulevard Class 2 Bike Lane project requires that the City provide \$1,000,000 in matching funds: and

WHEREAS, there are sufficient funds in the State Gas Tax fund (Fund 2510) to cover the \$1,000,000 City match; and

WHEREAS, Union City Boulevard Class 2 Bike Lanes Project (Project 17-29) will construct approximately 2.2 miles of bike lanes from 600 feet south of Alvarado Boulevard to the City limits with Fremont; and

WHEREAS, after completing this project Union City Boulevard will have bike lanes from the city boundary with Hayward to the city boundary with Fremont, and

WHEREAS this project also includes traffic signals modifications and the installation of a right turn lane in the south bound direction at the Union City Boulevard /Lowry Road Intersection to better facilitate the right turn movements associated with Delaine Eastin Elementary School, and

WHEREAS, for the Bicycle and Pedestrian Master Plan Update project; ACTC will provide \$150,000 from the 2000 Measure B funds, and

WHEREAS, the agreement for the Bicycle and Pedestrian Mater Plan requires the City to provide \$150,000 in matching funds, and

WHEREAS, there are sufficient funds available in the City's Measure BB Bike and Pedestrian fund (Fund 2546); and

WHEREAS, the City's Bicycle and Pedestrian Master Plan was dated in 2012 and needs to be updated to reflect the changes and to identify locations of providing protected bike lanes so that the City can be in the position to apply for future funding opportunities;

WHEREAS, City staff and City Attorney's office has review the documents and are satisfied that the City can comply with the requirements of the agreements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Union City hereby approves the Funding Agreements with ACTC for Union City Boulevard Class 2 Bike Lanes Project and Bicycle and Pedestrian Mater Plan Update respectively and authorizes City Manager to execute the agreements; and

BE IT FURTHER RESOLVED that the City Council of Union City approves the appropriation of \$7,800,000 ACTC Grant funds and \$1,000,000 of City's Gas Tax Fund to Union City Boulevard Class 2 Bike Lanes Project (Project 17-29); and

BE IT FURTHER RESOLVED that the City Council of Union City approves the appropriation of \$150,000 ACTC Grant funds and \$150,000 of City's Measure BB Bike and Pedestrian Fund to the Bicycle and Pedestrian Master Plan Update (Project 17-30).

REQUEST FOR BUDGET TRANSFER OR SUPPLEMENTAL APPROPRIATION

Nature of adjustment:

Approved by Council Action/Resolution # _

INCREASE BUDGET FOR THIS ACCOUNT		DECREASE BUDGET OF THIS ACCOUNT	
ACCOUNT NUMBER	AMOUNT	ACCOUNT NUMBER	AMOUNT
4100-3199-91729	\$7,800,000	ACTC Funding Agreement (No.A17-0125)	\$7,800,000
2510 -3199-91729	\$1,000,000	Fund 2510, State Gas Tax Fund Balance	\$1,000,000
Union City Boulevard Class 2 Bike Lanes, Phase 2			

City Council resolution to approve funding agreement with ACTC for \$7,800,000 grant and \$1,000,000 matching funds from State Gas Tax fund for Project 17-29 Union City Boulevard Class 2 Bike Lanes Phase 2

REQUEST FOR BUDGET TRANSFER OR SUPPLEMENTAL APPROPRIATION

Nature of adjustment:

Approved by Council Action/Resolution # _____

INCREASE BUDGET FOR THIS ACCOUNT		DECREASE BUDGET OF THIS ACCOUNT	
ACCOUNT NUMBER	AMOUNT	ACCOUNT NUMBER	AMOUNT
4100-3199-91730	\$150,000	ACTC Funding Agreement (No.A17-0126)	\$150,000
2546 -3199-91730	\$150,000	Fund 2546, Measure BB Bike/Ped Fund Balance	\$150,000
Bicycle and Pedestrian Master Plan Update			

City Council resolution to approve funding agreement with ACTC for \$150,000 grant and \$150,000 matching funds from Measure BB bike/Ped funds for Project 17-30 Bike and Ped Master Plan Update

PROJECT FUNDING AGREEMENT
between
ALAMEDA COUNTY TRANSPORTATION COMMISSION
and the
CITY OF UNION CITY
for the
UNION CITY BOULEVARD CLASS 2 BIKE LANES

This Project Funding Agreement (“AGREEMENT”) dated for reference purposes only as of April 27, 2017, is by and between ALAMEDA COUNTY TRANSPORTATION COMMISSION, a joint powers agency (“ALAMEDA CTC”), and the CITY OF UNION CITY, a public agency (“PROJECT SPONSOR”).

This AGREEMENT obligates funds from one or more ALAMEDA CTC administered funding programs as indicated below, and as further specified in Appendix A: Project Control Information and Appendix B: Alameda CTC Administered Funds Obligated by this AGREEMENT, for the PROJECT, as such term is defined in Recital K below.

- | | |
|---|---|
| <input type="checkbox"/> 2000 Measure B | <input checked="" type="checkbox"/> Transportation Fund for Clean Air |
| <input checked="" type="checkbox"/> 2014 Measure BB | <input checked="" type="checkbox"/> CMA TIP |
| <input type="checkbox"/> Vehicle Registration Fee | |

A. The voters of Alameda County, pursuant to the provisions of the Bay Area County Traffic and Transportation Funding Act, Public Utilities Code Section 131000, et seq., approved Measure B at the General Election held in November 1986, authorizing the collection of a one-half cent transaction and use tax over a fifteen (15)-year period to address major transportation needs and congestion in Alameda County and giving Alameda County Transportation Authority (“ACTA”) the responsibility for the administration of the proceeds of the tax along with other funds. The proceeds from the 1986 Measure B tax will be used to pay for investments as outlined in the 1986 Alameda County Transportation Expenditure Plan (“1986 TEP”), as it may be amended. Although collection of the 1986 Measure B tax ceased in 2002, a number of capital projects funded wholly or in part by 1986 Measure B funds will not be completed until 2018 or later.

B. The voters of Alameda County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, Public Utilities Code Section 180000, et seq., approved the reauthorization of Measure B at the General Election held on November 7, 2000, authorizing the collection of a one-half cent transaction and use tax that will be collected for twenty (20) years beginning April 1, 2002 and giving Alameda County Transportation Improvement Authority (“ACTIA”) responsibility for the administration of the proceeds of the tax along with other funds. The proceeds from the 2000 Measure B tax will be used to pay for investments as outlined in the 2000 Alameda County Transportation Expenditure Plan (“2000 TEP”), as it may be amended.

C. The voters of Alameda County, pursuant to Section 65089.20 of the Government Code, approved Measure F, the Vehicle Registration Fee (“VRF”), authorizing Alameda County Congestion Management Agency (“ACCMA”) to administer the proceeds from a \$10 per year vehicle registration fee on each annual motor-vehicle registration or renewal of registration in Alameda County, starting in May 2011, six

months following approval of Measure F. Vehicles subject to the VRF include all motorized vehicles, including passenger cars, light-duty trucks, medium-duty trucks, heavy-duty trucks, buses of all sizes, motorcycles, and motorized camper homes, unless vehicles are expressly exempted from the payment of the VRF.

D. By resolutions adopted by the ACTA and ACTIA Boards on June 24, 2010, all of ACTA's functions and responsibilities were assigned to, and accepted by, ACTIA. On that same date, the ACTIA and ACCMA Boards took the final actions to create ALAMEDA CTC, a joint powers authority with all responsibilities of ACTIA and ACCMA. Pursuant to resolutions adopted by the ACTIA and ACCMA Boards and the Commission of ALAMEDA CTC, ACCMA and ACTIA were terminated as of the close of business on February 29, 2012, with ALAMEDA CTC designated as the successor entity. All of its predecessors' functions and responsibilities have been assigned to, and accepted by, ALAMEDA CTC.

E. The voters of Alameda County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq., approved Measure BB at the General Election held on November 4, 2014, authorizing the extension of an existing one-half of one percent transaction and use tax scheduled to terminate on March 31, 2022, and the augmentation of the tax by one-half of one percent, and giving ALAMEDA CTC responsibility for the administration of the proceeds of the 2014 Measure BB tax. The duration of the 2014 Measure BB tax will be 30 years from the initial year of collection, which began April 1, 2015, with said tax to terminate/expire on March 31, 2045. The proceeds from the 2014 Measure BB will be used to pay for investments as outlined in the 2014 Alameda County Transportation Expenditure Plan ("2014 TEP"), as it may be amended.

F. As the Transportation Fund for Clean Air ("TFCA") Program Manager in Alameda County, ALAMEDA CTC annually programs 40 percent of the TFCA funds collected in Alameda County. ALAMEDA CTC will receive these funds from the Bay Area Air Quality Management District ("BAAQMD"), and will then reimburse these funds to eligible project sponsors.

G. ALAMEDA CTC is continuing the implementation of the CMA Exchange Program, originally established by the ACCMA, for the purpose of providing local or otherwise unrestricted funds to ALAMEDA CTC for use in projects and programs adopted into the CMA Transportation Improvement Program ("CMA TIP") by ALAMEDA CTC.

H. The funding programs administered by ALAMEDA CTC and available for projects and programs that benefit the Alameda County transportation system, consisting of 1986 Measure B, 2000 Measure B, 2014 Measure BB, VRF, TFCA, and CMA TIP, are collectively defined as and shall be referenced as the "ALAMEDA CTC ADMINISTERED FUNDS" herein.

Direct Local Distribution ("DLD") funding distributed pursuant to 2000 Measure B, VRF and 2014 Measure BB is covered by separate agreements between ALAMEDA CTC and DLD recipients.

I. Measure B, Measure BB, VRF, and TFCA funds obligated by this Agreement shall be programmed, allocated, and expended for the purpose defined and in accordance with the provisions set forth in the applicable transportation expenditure plans, or the BAAQMD-approved TFCA County Program Manager Policies.

J. ALAMEDA CTC programs and allocates ALAMEDA CTC ADMINISTERED FUNDS through the ALAMEDA CTC Comprehensive Investment Plan (“CIP”) that is updated periodically to summarize the programming and allocations of ALAMEDA CTC ADMINISTERED FUNDS, and the policies, procedures and requirements related to the expenditure of ALAMEDA CTC ADMINISTERED FUNDS.

K. The PROJECT SPONSOR is implementing a project or program (“PROJECT”) that is eligible for ALAMEDA CTC ADMINISTERED FUNDS. The PROJECT and the strategy to implement the PROJECT are described in greater detail in Appendix A: Project Control Information.

L. This AGREEMENT obligates funds from one or more of ALAMEDA CTC administered funding programs as specified in Appendix B: Alameda CTC Administered Funds Obligated by this Agreement, for the PROJECT and the phase(s) described in Appendix A: Project Control Information. ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are available to reimburse eligible costs incurred by PROJECT SPONSOR for the PROJECT and the phase(s) described in Appendix A: Project Control Information.

M. The issuance of bonds or another financing mechanism are possible funding options as part of ALAMEDA CTC administered funding programs to meet cash flow requirements of each individual program based on current schedule and project delivery information.

NOW, THEREFORE, it is agreed by and between the parties as follows:

SECTION I

PROJECT SPONSOR AGREES:

1. PROJECT SPONSOR shall implement the PROJECT in accordance with all requirements in this AGREEMENT and the following appendices attached hereto and incorporated herein by reference.

- a. Appendix A: Project Control Information
- b. Appendix B: Alameda CTC Administered Funds Obligated by this Agreement
- c. Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements
- d. Appendix D: Alameda CTC Funding Shift Approval Form
- e. Appendix E: Local Business Contract Equity Program
- f. Appendix F: Task Deliverables and Due Dates
- g. Appendix G: Project Performance Measures
- h. Appendix H: Transportation Fund for Clean Air Policies and Requirements

2. PROJECT SPONSOR shall perform the necessary work associated with the PROJECT required to implement PROJECT as described in Appendix A: Project Control Information.

3. PROJECT SPONSOR shall inform ALAMEDA CTC in writing of any changes to the information contained in Appendix A: Project Control Information as soon as PROJECT SPONSOR becomes aware of such changes. Per Section III.2, any changes that require an amendment to this AGREEMENT must be approved by ALAMEDA CTC prior to the PROJECT SPONSOR implementing the change.

4. PROJECT SPONSOR shall commit to the timing of ALAMEDA CTC ADMINISTERED FUNDS as described in Appendix B: Alameda CTC Administered Funds Obligated by this Agreement.
5. PROJECT SPONSOR shall expend ALAMEDA CTC ADMINISTERED FUNDS received under this AGREEMENT in accordance with all applicable provisions of law and shall return to ALAMEDA CTC all funds that are not expended in accordance with all applicable provisions of law.
6. PROJECT SPONSOR shall be responsible for costs in excess of the total of the funding obligations shown in Appendix A: Project Control Information. Costs in excess of the total of the funding obligations will not be reimbursed with ALAMEDA CTC ADMINISTERED FUNDS unless this AGREEMENT is amended or the parties execute separate agreement for a subsequent phase of the PROJECT.
7. PROJECT SPONSOR shall return to ALAMEDA CTC, on a pro-rated basis, funds realized from the sale of any vehicle(s) purchased with ALAMEDA CTC ADMINISTERED FUNDS, if the sale of the vehicle(s) is completed prior to the last day of the last year listed as the PROJECT'S "Years of Effectiveness" as shown in either Appendix A: Project Control Information or Appendix H: Transportation Fund for Clean Air Policies and Requirements. The amount of funds returned to ALAMEDA CTC shall be proportional to the percentage of ALAMEDA CTC ADMINISTERED FUNDS originally used to purchase the vehicle(s).
8. PROJECT SPONSOR staff costs for any local agency, which receives DLD funding, shall not be eligible for reimbursement from ALAMEDA CTC ADMINISTERED FUNDS allocated to the PROJECT. These costs can be included in the total cost and funding amounts for the purposes of the cost and risk sharing provisions of this AGREEMENT, but PROJECT SPONSOR staff costs shall not be eligible for reimbursement by ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT, unless specifically identified as eligible in Appendix A: Project Control Information.
9. Fringe benefits for PROJECT SPONSOR staff time shall not exceed a maximum mark-up rate of 70% of the hourly wage, and shall be based on an audited rate provided by PROJECT SPONSOR. PROJECT SPONSOR staff costs may include the individual's actual hourly wage rate plus an approved fringe benefit of no more than 70% of the hourly wage, and may include direct costs including contracts for services, such as legal counsel, that are considered an extension of the PROJECT SPONSOR'S staff.
10. Overhead, or "indirect," costs associated with PROJECT SPONSOR staff time are not eligible for the ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT, and shall not be included in the total eligible PROJECT cost calculations used to determine the ALAMEDA CTC ADMINISTERED FUNDS share of such total eligible PROJECT costs.
11. The cost of maintenance, security, or protection performed by PROJECT SPONSOR or third-party contractors during any temporary suspension of activities associated with the PROJECT will not be considered an eligible cost for reimbursement by ALAMEDA CTC.
12. PROJECT SPONSOR shall advertise, award and administer any professional services contract for PROJECT work not performed by PROJECT SPONSOR.
13. PROJECT SPONSOR shall invite ALAMEDA CTC staff to participate as a voting member of PROJECT SPONSOR'S selection panels for the selection of professional consultants, and furnish copies of the

professional services contracts to ALAMEDA CTC for ALAMEDA CTC's review and approval prior to approval by the PROJECT SPONSOR on contracts utilizing Measure B and Measure BB funds.

14. All contracts approved by PROJECT SPONSOR funded wholly or in part by funds authorized by Measure B, Measure BB, and Vehicle Registration Fee administered by ALAMEDA CTC are required to comply with ALAMEDA CTC's Local Business Contract Equity Program as referenced in Appendix E: Local Business Contract Equity Program. To the extent that the procurement of a contract is not required to include the contract goals specified in ALAMEDA CTC's Local Business Contract Equity Program, PROJECT SPONSOR shall not be relieved from the responsibility of reporting LBE/SLBE/VLSBE participation in the contract. PROJECT SPONSOR shall provide this data as required with any request for reimbursement submitted to ALAMEDA CTC.

15. PROJECT SPONSOR shall require that professional services consultants, construction services contractors, volunteer service individuals involved with the PROJECT, and any other contractors or subcontractors name ALAMEDA CTC, its governing body, officers, employees and consultants as additional insured on all appropriate insurance required by PROJECT SPONSOR for PROJECT. PROJECT SPONSOR shall submit to ALAMEDA CTC current insurance documentation on all appropriate insurance required by PROJECT SPONSOR for PROJECT. If this AGREEMENT includes any TFCA funds, PROJECT SPONSOR shall comply with the insurance requirements specified in Appendix H: Transportation Fund for Clean Air Policies and Requirements.

16. PROJECT SPONSOR shall provide ALAMEDA CTC with periodic (i.e., monthly, quarterly or semi-annually) progress reports. The required progress reporting frequency schedule and forms are provided in Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements. Progress reports are due by the last day of each calendar month following the established reporting period in which the work was performed. These reports shall describe the current status of the PROJECT, actions taken, total costs incurred, reimbursable costs incurred during the previous month; actions expected to be taken during the next month; an updated schedule with estimated completion date, scope changes, project-related issues, notices of potential claims, general project issues, contract change orders, performance reporting, reporting of DBE, LBE, SLBE and VLSBE participation from prime and first tier subconsultants as applicable, and any additional relevant information requested by ALAMEDA CTC.

17. PROJECT SPONSOR shall submit to ALAMEDA CTC a Request for Reimbursement in accordance with the minimum required invoicing frequency established for the PROJECT, but not more than one such request per month, for reimbursement of eligible PROJECT costs and expenses incurred by PROJECT SPONSOR. The required minimum invoicing frequency and invoice forms are provided in Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements. If PROJECT SPONSOR does not incur any reimbursable expenses during the minimum invoicing period, in lieu of submitting an invoice, PROJECT SPONSOR shall submit a letter or a statement as part of the required progress report for the same period confirming that no reimbursable costs were incurred during the given period. If PROJECT SPONSOR is requesting reimbursement for costs incurred as a result of a contract or agreement with a third party that contains a contract amount of \$50,000 or greater in value, e.g. a consultant, contractor or other entity, PROJECT SPONSOR shall submit an electronic copy of the fully executed contract or agreement to ALAMEDA CTC (upon ALAMEDA CTC's request) prior to ALAMEDA CTC authorizing reimbursement of such costs. Each Request for Reimbursement shall also include detailed supporting documentation for the total PROJECT

costs with the reimbursable portion of the total costs clearly identified. Supporting documentation for the Request for Reimbursement packages includes copies of invoices from vendors, consultants, or contractors and summaries of eligible PROJECT SPONSOR staff time charges. PROJECT SPONSOR may suggest an alternative method, subject to approval in advance by ALAMEDA CTC, to document staff costs charged to the PROJECT.

18. PROJECT SPONSOR shall provide a Parcel and Utility Agreement Tracking Log in a format approved by ALAMEDA CTC upon ALAMEDA CTC's request, if the PROJECT includes the acquisition of right of way and/or the relocation or protection of utility facilities. PROJECT SPONSOR shall also provide a monthly update of the right-of-way acquisition plan to ALAMEDA CTC.

19. PROJECT SPONSOR shall keep in one central location all necessary PROJECT records to demonstrate compliance with this AGREEMENT, including documentation of activities, performance, progress reports, final report, expenses and charges to support invoices submitted to ALAMEDA CTC and other PROJECT reporting requirements as described in Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements for a period of not less than five (5) years after ALAMEDA CTC's payment of the final invoice and the PROJECT SPONSOR's submittal of the Final Report for ALAMEDA CTC ADMINISTERED FUNDS under this AGREEMENT.

- a. PROJECT SPONSOR and PROJECT SPONSOR's contractors and subcontractors shall each maintain and make available for inspection and audit all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts.
- b. PROJECT SPONSOR shall allow ALAMEDA CTC or its authorized representatives to inspect, audit, or make copies of any PROJECT records for a period of five (5) years after ALAMEDA CTC's payment of the final invoice and the PROJECT SPONSOR's submittal of the Final Report. The same access shall also be granted to BAAQMD or its authorized representatives for TFCA funds obligated by this AGREEMENT.

20. PROJECT SPONSOR shall comply with all of the following publicity requirements under Section I.20 to inform the public on the use of ALAMEDA CTC ADMINISTERED FUNDS on the PROJECT.

- a. PROJECT SPONSOR shall credit ALAMEDA CTC as a funding source and display the approved ALAMEDA CTC logo, where practical, on construction informational signs, vehicles or equipment operated or obtained as part of the PROJECT, and on any publically distributed information (e.g., fact sheets, flyers, brochures, maps, schedules, websites, press releases), created for or associated with the PROJECT. For TFCA funding obligated through this AGREEMENT, SPONSOR shall also credit the BAAQMD as a funding source and display the BAAQMD-approved TFCA logo.
- b. PROJECT SPONSOR shall provide updated and accurate PROJECT information on the PROJECT SPONSOR's website, or create such a website if none exists, and provide a link to ALAMEDA CTC website.

- c. PROJECT SPONSOR shall publish an article in a printed or electronically distributed publication such as a newsletter, local newspaper, e-publications, or website highlighting the PROJECT and the use of ALAMEDA CTC ADMINISTERED FUNDS at least once per fiscal year. For TFCA funding obligated through this AGREEMENT, SPONSOR shall also credit the BAAQMD as a funding source.
 - d. PROJECT SPONSOR shall document compliance with the publicity requirements and furnish such documentation upon request, and regularly through the progress and final reporting required by this AGREEMENT, through evidence such as photos of construction and vehicle signage, copies of print, electronic and other media published to satisfy this requirement. For TFCA funding obligated through this AGREEMENT, SPONSOR shall also document that the BAAQMD was credited as a funding source and the BAAQMD-approved TFCA logos were displayed.
 - e. PROJECT SPONSOR shall notify ALAMEDA CTC and request an exemption as soon as it is reasonably known that the PROJECT SPONSOR is unable to fulfill the requirements under Section I.20 due to extraordinary circumstances.
21. PROJECT SPONSOR shall, to the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act (California Government Code section 6250 et seq.), place in the public domain any software, written document, or other product developed with ALAMEDA CTC ADMINISTERED FUNDS received through this AGREEMENT.
22. PROJECT SPONSOR shall participate, upon the request of ALAMEDA CTC, in a Public Awareness Program in partnership with ALAMEDA CTC and/or its community advisory committees as a means of informing the public of the benefits being derived from the use of ALAMEDA CTC ADMINISTERED FUNDS.
23. PROJECT SPONSOR shall obtain all state, local and federal permits and approvals for work, including environmental approvals in accordance with the National Environment Policy Act (NEPA) and the California Environmental Quality Act (CEQA), as applicable. PROJECT SPONSOR will comply with all applicable state and federal laws and regulations. A list of permitting agencies, required agreements and coordinating agencies is included in Appendix A: Project Control Information.
24. PROJECT SPONSOR shall render a report or answer any and all inquiries, upon ALAMEDA CTC's request, in regard to its receipt, compliance audit findings, and usage of its funds before the ALAMEDA CTC Commission, Independent Watchdog Committee, and/or community advisory committees, as applicable.
25. For TFCA funds obligated by this AGREEMENT, a PROJECT SPONSOR who has failed a BAAQMD financial or performance audit for the PROJECT will be excluded from receiving an award of any TFCA funds for five (5) years from the date of BAAQMD's final audit determination. Existing TFCA funds already awarded to the SPONSOR will not be released until all audit recommendations and remedies have been satisfactorily implemented. A failed BAAQMD financial audit means a final audit report that includes an uncorrected audit finding that confirms an ineligible expenditure of TFCA funds. A failed BAAQMD

performance audit means that the PROJECT was not implemented in accordance with the AGREEMENT. SPONSOR shall be afforded a reasonable amount of time to address/cure adverse audit findings.

26. For TFCA funds obligated by this AGREEMENT, PROJECT SPONSOR shall return to ALAMEDA CTC, on a pro-rated basis, TFCA funds received under this Agreement if PROJECT is not maintained and/or operated throughout and at least until the conclusion of its “Years of Effectiveness” as shown in Appendix H: Transportation Fund for Clean Air Policies and Requirements.

27. For TFCA funds obligated by this AGREEMENT, PROJECT SPONSOR shall submit a TFCA Final Report to the ALAMEDA CTC. The required content for the TFCA Final Report is identified in the TFCA Final Report Form, included in Appendix H.

SECTION II

ALAMEDA CTC AGREES:

1. ALAMEDA CTC shall make a good faith effort to provide all ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT.
2. ALAMEDA CTC shall assist PROJECT SPONSOR when able, upon request and as necessary, in resolving issues related to the PROJECT.
3. ALAMEDA CTC shall provide a copy of its approved logo for PROJECT SPONSOR to use as required by this AGREEMENT.
4. ALAMEDA CTC shall provide notice to the PROJECT SPONSOR of any and all expenditures made by PROJECT SPONSOR, which are not in compliance with the AGREEMENT or the applicable ALAMEDA CTC ADMINISTERED FUNDS promptly after ALAMEDA CTC becomes aware of any such expenditures.
5. ALAMEDA CTC shall provide timely notice to PROJECT SPONSOR prior to conducting an audit of expenditures made by PROJECT SPONSOR to determine whether such expenditures are in compliance with this agreement or the applicable ALAMEDA CTC ADMINISTERED FUNDS.

SECTION III

IT IS MUTUALLY AGREED AS FOLLOWS:

1. That obligations of ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT may be shifted between the phases of the PROJECT covered by this AGREEMENT, or between activities in the same phase of the PROJECT, provided that PROJECT SPONSOR: (A) obtains ALAMEDA CTC's prior written approval through completion and submittal to ALAMEDA CTC of the form in Appendix D: Alameda CTC Funding Shift Approval Form, and (B) provides a revised and updated Appendix A: Project Control Information to ALAMEDA CTC which reflects the requested shift of the funding obligations authorized by this AGREEMENT and demonstrates that the phase or activity from which the funds were shifted remains

fully funded. Alternatively, ALAMEDA CTC ADMINISTERED FUNDS may be shifted through an amendment to this AGREEMENT executed by the parties, which amendment shall incorporate a revised and updated Appendix A as described above.

2. ALAMEDA CTC and the PROJECT SPONSOR may jointly authorize an “Administrative Amendment” for any minor schedule revisions, deliverables, or budget revisions that do not increase the total ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT. Any change in the PROJECT scope of work must be approved by ALAMEDA CTC prior to implementation of the change by the PROJECT SPONSOR. Administrative amendment requests sent to ALAMEDA CTC must include a revised Appendix A: Project Control Information which reflects the requested changes by the PROJECT SPONSOR.

3. For the purposes of this AGREEMENT, (i) a “Contract” shall mean and refer to a third party agreement with the PROJECT SPONSOR for services related to PROJECT, including agreements with another public agency, consultant firm, contractor or entity; (ii) “PROJECT SPONSOR Staff” costs include costs related to staff dedicated directly to management, oversight, or development work on the project and may include direct costs including contracts for services, such as legal counsel, that are considered an extension of PROJECT SPONSOR Staff; (iii) “Capital” with respect to any Right-of-Way Capital phase shall mean and refer to the cost to acquire real property, access rights and other property interests; and (iv) “Agreement Expiration Date” shall mean and refer to the expiration date of this AGREEMENT.

4. Funds expended for work directly related to the phases of the PROJECT covered by this AGREEMENT prior to the applicable allowable start date identified in Appendix B: Alameda CTC Administered Funds Obligated by this Agreement will not be considered for reimbursement pursuant to this AGREEMENT. In all cases, reimbursable costs will be limited to those costs shown in Appendix A: Project Control Information, to be funded by ALAMEDA CTC as shown in Appendix B: Alameda CTC Administered Funds Obligated by this Agreement.

5. ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are subject to fund availability and any new requirements and policies imposed by ALAMEDA CTC. The AGREEMENT shall be amended, as necessary, to reflect the applicable requirements.

6. If additional local, state or federal funding is obtained to partially offset ALAMEDA CTC ADMINISTERED FUNDS planned for the PROJECT, ALAMEDA CTC ADMINISTERED FUNDS will not be transferred from the PROJECT until after it is ensured that all phases of the PROJECT can be fully delivered. ALAMEDA CTC ADMINISTERED FUNDS offset by additional local, state or federal funding shall be available for PROJECT only after all other funding planned for PROJECT, as described in Appendix A: Project Control Information, has been committed and/or encumbered to the PROJECT.

7. Should any portion of PROJECT be financed with federal or state funds, all applicable laws, rules and policies relating to the use of such funds shall apply, notwithstanding other provisions of this AGREEMENT.

8. For TFCA funds obligated by this AGREEMENT, this AGREEMENT is subject to the current BAAQMD-approved TFCA County Program Manager Fund Policies included in Appendix H: Transportation Fund for Clean Air Policies and Requirements and any new requirements imposed by the BAAQMD upon ALAMEDA CTC with respect to the TFCA funds distributed hereunder. ALAMEDA CTC

will only distribute TFCA funds under this AGREEMENT to the extent the documented project costs are eligible under the applicable BAAQMD TFCA Policies.

9. The laws of the State of California shall govern this AGREEMENT.

10. All correspondence and communications will contain ALAMEDA CTC project number and name for PROJECT in a clearly identifiable location. For projects with TFCA funds obligated by this AGREEMENT, all correspondence and communications will also contain the TFCA project number as identified in Appendix H: Transportation Fund for Clean Air Policies and Requirements.

11. ALAMEDA CTC reserves the right to conduct technical and financial audits of PROJECT work and records when determined to be necessary or appropriate and PROJECT SPONSOR agrees, and shall require its contractors and subcontractors to agree, to cooperate with ALAMEDA CTC by making all appropriate and relevant PROJECT records promptly available for audit and copying.

12. PROJECT costs incurred by PROJECT SPONSOR are only eligible for reimbursement on a pro-rated basis unless specifically provided for in Appendix A: Project Control Information, and PROJECT SPONSOR is expected to concurrently seek reimbursement from the other sources shown in Project A: Project Control Information. Pro-rated basis, as used herein, equals the amount of ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT to a phase, divided by the total funding for the phase, as shown in Appendix A: Project Control Information. For any Request for Reimbursement which includes such expenditures, PROJECT SPONSOR shall (i) report the total expenditures during the reimbursement period, (ii) indicate the percentage of the total expenditures for the phase expected to be funded by ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT, and (iii) request reimbursement for the dollar amount which equals the product of such total expenditures and such percentage. For TFCA funds obligated by this AGREEMENT, in the event reimbursement requests are greater than available funds due to delays in ALAMEDA CTC's receipt of revenue from BAAQMD, available funds will be reimbursed to PROJECT SPONSOR based on the percentage that the PROJECT cost bears to ALAMEDA CTC's overall TFCA program revenue total until such time full funding is available.

13. ALAMEDA CTC approval of PROJECT SPONSOR submitted Requests for Reimbursement will be contingent on the submittal of progress reports and deliverables by PROJECT SPONSOR as required by this AGREEMENT. In the event that progress reports and deliverables are not complete and current, approval of Requests for Reimbursement shall be withheld until an acceptable remedy has been implemented and approved by ALAMEDA CTC. If PROJECT SPONSOR fails to submit the required deliverables or otherwise fails to meet the reporting and invoicing requirements of this AGREEMENT, ALAMEDA CTC may deobligate funds from the PROJECT and this AGREEMENT. Not less than thirty (30) days prior to the effective date of any such action, ALAMEDA CTC will endeavor to notify PROJECT SPONSOR in writing that the required deliverables, invoicing and reporting is overdue.

14. Request for Reimbursements submitted after the Agreement Expiration Date identified on Appendix B: Alameda CTC Administered Funds Obligated by this AGREEMENT will not be considered for reimbursement by ALAMEDA CTC unless an exception is requested by the PROJECT SPONSOR no less than sixty (60) days before the Agreement Expiration Date, and the exception is approved by ALAMEDA CTC. ALAMEDA CTC will deobligate any remaining ALAMEDA CTC ADMINISTERED FUNDS from PROJECT and this AGREEMENT.

15. Each Right-of-Way transaction which is funded either wholly or in part with ALAMEDA CTC ADMINISTERED FUNDS shall be subject to repayment or reimbursement to ALAMEDA CTC under ALAMEDA CTC Policies in effect as of the effective date of this AGREEMENT, irrespective of the party holding title to the real estate which is the subject of the Right-of-Way transaction in question. The parties agree that Section III.16(a) through Section III.16(f), the provisions of which are intended to provide further detail regarding the application of such Policies, shall govern the extent to which such repayment is required and the conditions applicable to any such repayment. If such Policies are amended after the effective date of this AGREEMENT by ALAMEDA CTC, the PROJECT SPONSOR and ALAMEDA CTC shall execute an amendment to this AGREEMENT which incorporates the applicable terms of such revised Policies.

16. For the purposes of the following provisions, “ALAMEDA CTC Share” shall mean the percentage share of the original property purchase price funded by ALAMEDA CTC ADMINISTERED FUNDS (i.e., if the purchase was fully funded by ALAMEDA CTC ADMINISTERED FUNDS, ALAMEDA CTC Share shall equal 100%); any appraisal required under Section III.16(a) and Section III.16(f) only, shall be conducted at no cost to ALAMEDA CTC; “Fair Market Value” of a given property shall mean the net proceeds from the sale of such property if such sale occurs in an open market transaction or by auction, or the value of the property determined by an independent third-party appraisal of the property if some or all of the property is retained by PROJECT SPONSOR or otherwise transferred to any other party without an auction or open market transaction; and “CPI” means the Consumer Price Index, All Items for All Urban Consumers, San Francisco-Oakland, San Jose, CA.

- a. If any property is acquired for the PROJECT using ALAMEDA CTC ADMINISTERED FUNDS to finance some or all of the acquisition, and the PROJECT is cancelled or otherwise does not begin construction within three (3) years after the effective date of AGREEMENT (as such deadline may be extended by agreement between the parties hereto), then PROJECT SPONSOR shall, within one (1) year after such cancellation decision or the expiration of such three (3) year period, reimburse ALAMEDA CTC for the greater of the following: ALAMEDA CTC Share of the property’s Fair Market Value or the full amount of ALAMEDA CTC ADMINISTERED FUNDS used to acquire the property, as escalated by the increase in the CPI during the most recent period for which CPI data is available which is equal in length to the period between the date ALAMEDA CTC ADMINISTERED FUNDS were paid to PROJECT SPONSOR and the date reimbursement is made to ALAMEDA CTC.
- b. If any property is acquired for the PROJECT using ALAMEDA CTC ADMINISTERED FUNDS to finance some or all of the acquisition and only a portion of the acquired property is required for the PROJECT, and if the PROJECT begins construction within three (3) years after the effective date of this AGREEMENT (as such deadline may be extended by agreement between the parties hereto), then PROJECT SPONSOR shall, within one (1) year after PROJECT completion, reimburse ALAMEDA CTC for ALAMEDA CTC Share of the Fair Market Value of any property determined to be “excess property” after the completion of the PROJECT and disposal of the “excess property.”
- c. If the PROJECT begins construction within three (3) years after the effective date of this AGREEMENT (as such deadline may be extended by agreement between the parties hereto), then except as provided in subparagraph (iv) below, no reimbursement is due with respect

to any property interest acquired for the project using ALAMEDA CTC ADMINISTERED FUNDS if the entirety of the acquired property is required for the PROJECT.

- d. If PROJECT SPONSOR anticipates receiving net revenues (i.e., rental or other income generated by the property, less reasonable costs for insurance, maintenance and related items) from any property acquired using ALAMEDA CTC ADMINISTERED FUNDS, PROJECT SPONSOR shall notify ALAMEDA CTC on how PROJECT SPONSOR will use such revenue to offset other project costs, and document such revenue separately in project reimbursement requests.
- e. If PROJECT is suspended, PROJECT SPONSOR shall pay all property management costs.
- f. Property that is required for the PROJECT and acquired wholly or in part with ALAMEDA CTC ADMINISTERED FUNDS shall be available for PROJECT construction within ten (10) years of ALAMEDA CTC reimbursement to the PROJECT SPONSOR. If, after ten (10) years, PROJECT has not been completed, PROJECT SPONSOR shall reimburse ALAMEDA CTC Share of the fair market value of the property, based on the net proceeds from the sale of the property or an appraisal of the property conducted at no cost to ALAMEDA CTC, within one (1) year after the expiration of this ten (10) year period.

17. If condemnation procedures are required to obtain possession to Right-of-Way, ALAMEDA CTC will consider the required deposit as an eligible cost and reimburse the PROJECT SPONSOR upon request. If the amount of ALAMEDA CTC reimbursement to the PROJECT SPONSOR is higher than ALAMEDA CTC Share of the amount of settlement in the final order of condemnation, the PROJECT SPONSOR shall pay ALAMEDA CTC the difference between the amount reimbursed and ALAMEDA CTC Share of the amount settled plus ALAMEDA CTC Share of the interest accrued to the deposit account.

18. PROJECT SPONSOR shall not initiate condemnation of any property until full funding for the construction of the PROJECT has been secured.

19. Reimbursement to PROJECT SPONSOR by ALAMEDA CTC for PROJECT Right-of-Way is limited to the following:

- a. The cost to purchase all real property required for the PROJECT free and clear of liens and/or conflicting easements, including the costs for preparation of documents, negotiations and legal services.
- b. The cost of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.
- c. The cost of relocation payments and services provided to owners and occupants pursuant to the appropriate State laws and regulations (and net of any relocation payments provided by other sources) when the PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

- d. The cost of demolition and/or the sale of all improvements on the right-of-way. Proceeds from the sale of any such improvements shall be credited to the PROJECT and used to offset PROJECT costs.
- e. The cost of all unavoidable utility relocation, protection or removal necessary for the completion of the PROJECT.
- f. The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which PROJECT SPONSOR accepts responsibility and where the actual generator cannot be identified and recovery made.

20. If PROJECT SPONSOR materially breaches this AGREEMENT, including but not limited to failing to deliver the PROJECT within the schedule defined by this AGREEMENT without compelling reason, failing to file required progress reports in the time specified by this AGREEMENT, or failing to comply with applicable regulations, ALAMEDA CTC may either terminate this AGREEMENT or suspend payments to PROJECT SPONSOR until such time as PROJECT SPONSOR makes reasonable efforts to comply with this AGREEMENT.

21. Neither ALAMEDA CTC, nor its governing body or any officer, consultant, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by PROJECT SPONSOR in connection with the PROJECT. It is also understood and agreed, pursuant to Government Code Section 895.4, PROJECT SPONSOR shall fully defend, protect, indemnify and hold harmless ALAMEDA CTC, its governing body, and all its officers, employees, agents, representatives, and successors-in-interest, against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury (as defined in Government Code Section 810.8) or damages occurring by reason of anything done or omitted to be done by PROJECT SPONSOR in connection with PROJECT, including the performance of the PROJECT or operation or use of the equipment that is subject to this AGREEMENT. If TFCA funds are obligated by this AGREEMENT, PROJECT SPONSOR shall also fully defend, protect, indemnify and hold harmless BAAQMD, its governing body, and all its officers, employees, agents, representatives, and successors-in-interest, from any liability imposed on BAAQMD for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by PROJECT SPONSOR in connection with PROJECT.

22. Neither PROJECT SPONSOR, nor its governing body or any officer, consultant, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by ALAMEDA CTC under or in connection with any work, authority or jurisdiction delegated to ALAMEDA CTC under this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, ALAMEDA CTC shall fully defend, protect, indemnify and hold harmless PROJECT SPONSOR, its governing body, and all its officers, employees, agents, representatives, and successors-in-interest, against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury (as defined in Government Code Section 810.8) or damages occurring by reason of anything done or omitted to be done by ALAMEDA CTC in connection with PROJECT, including the performance of the PROJECT or operation or use of the equipment that is subject to this AGREEMENT.

23. Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties not party to this AGREEMENT. This AGREEMENT gives no rights or benefits to anyone other than ALAMEDA CTC and PROJECT SPONSOR and has no third-party beneficiaries.

24. All legal actions by either party against the other arising from this AGREEMENT, or for the failure to perform in accordance with the applicable standard of care, or for any other cause of action, will be subject to the statutes of limitations of the State of California.

25. Should it become necessary to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to recover reasonable expenses and attorney's fees from the other party.

26. This AGREEMENT shall terminate upon the Agreement Expiration Date identified in Appendix B: Funds Obligated by this AGREEMENT unless this AGREEMENT is extended by mutual agreement of the parties. Notwithstanding the foregoing, Sections III.21 and Section III.22 shall survive the termination or expiration of this AGREEMENT.

27. This AGREEMENT, including its Recitals and Appendices, constitutes the entire AGREEMENT. This AGREEMENT may be changed only as allowed in Sections III.1 and Section III.2 of this AGREEMENT or by a written amendment executed by both parties.

[Signatures on the next page]

**CITY OF UNION CITY
(PROJECT SPONSOR)**

**ALAMEDA COUNTY
TRANSPORTATION COMMISSION
(ALAMEDA CTC)**

By: _____
Antonio E. Acosta Date
City Manager

By: _____
Arthur L. Dao Date
Executive Director

Recommended

By: _____
Vivek Bhat Date
Director of Programming and
Project Controls

Reviewed as to Budget/Financial Controls:

By: _____
Patricia Reavey Date
Deputy Executive Director of
Finance and Administration

Approved as to Legal Form:

Approved as to Legal Form:

By: _____
Kris Kokotaylo Date
Legal Counsel to CITY OF UNION CITY

By: _____
Wendel, Rosen, Black & Dean LLP Date
Legal Counsel to ALAMEDA CTC

LIST OF APPENDICES

APPENDIX A: PROJECT CONTROL INFORMATION

Appendix A-1	Project Description
Appendix A-2	Project Phase Descriptions
Appendix A-3	Project Milestone Schedule
Appendix A-4	Project Responsibility Checklist
Appendix A-5	Project Funding Summary by Phase and Fund Source
Appendix A-6	Project Phase Cost Detail and Special Considerations
Appendix A-7	Permits/Agreements/Coordinating Agencies

APPENDIX B: ALAMEDA CTC ADMINISTERED FUNDS OBLIGATED BY THIS AGREEMENT

APPENDIX C: ALAMEDA CTC REQUEST FOR REIMBURSEMENT AND REPORTING REQUIREMENTS

Appendix C-1	Request for Reimbursement and Progress Reporting Frequency Requirements
Appendix C-2	Sample Alameda CTC Request For Reimbursement Instructions and Forms
Appendix C-3	Sample Alameda CTC Progress Report Format
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APPENDIX D: ALAMEDA CTC FUNDING SHIFT APPROVAL FORM

APPENDIX E: LOCAL BUSINESS CONTRACT EQUITY PROGRAM

APPENDIX F: TASK DELIVERABLES AND DUE DATES

APPENDIX G: PROJECT PERFORMANCE MEASURES

APPENDIX H: TRANSPORTATION FUND FOR CLEAN AIR POLICIES AND REQUIREMENTS

Appendix H-1	TFCA Project Number and “Years of Effectiveness”
Appendix H-2	BAAQMD-approved TFCA County Program Manager Fund Policies
Appendix H-3	Minimum required insurance for TFCA-funded projects
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Appendix H-5	Final Report to BAAQMD for TFCA-funded projects

Note: Appendix H is only included and attached to this AGREEMENT if TFCA funds are obligated and applicable to AGREEMENT.

APPENDIX A

PROJECT CONTROL INFORMATION

Appendix Index

Appendix A-1	Project Description
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APPENDIX A-1

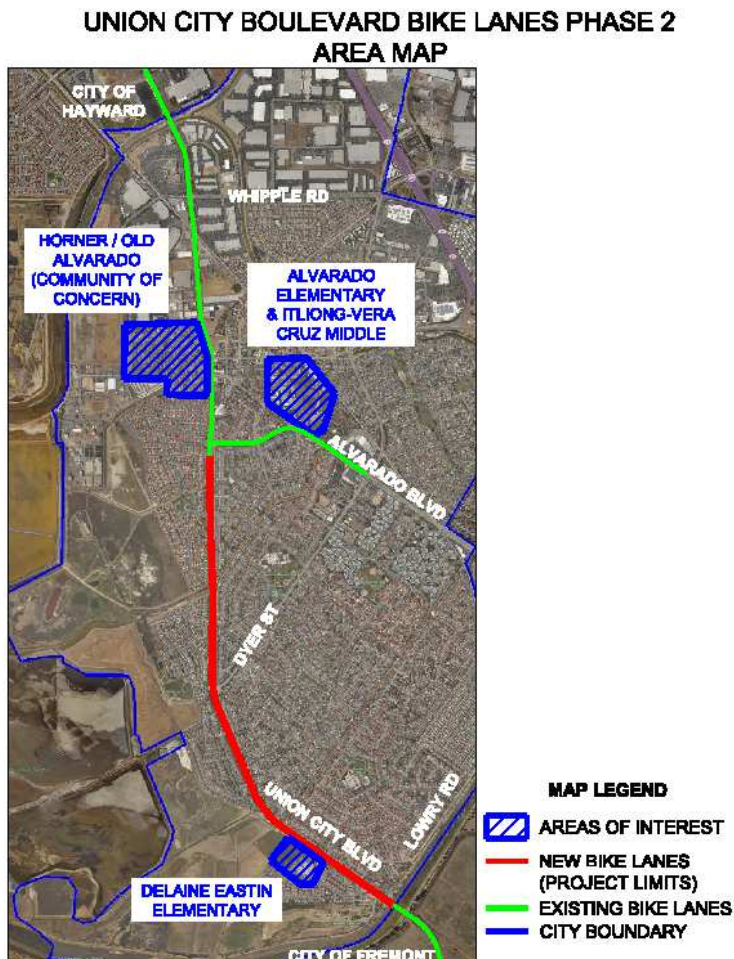
PROJECT DESCRIPTION

Project Title: Union City Boulevard Class 2 Bike Lanes

Project Description:

The funds obligated by this agreement will be used to construct approximately two miles of Class II buffered bicycle lanes in each direction on Union City Boulevard from 600 feet South of Alvarado to the City limits of Fremont. The constructed bike lanes shall incorporate a median buffer between the travel lane and the bike lane and eliminate the existing two-mile gap from the City of Hayward to the City of Fremont. The project also includes implementing the following improvements along Union City Boulevard: reconfigured lanes, traffic signal modifications, and the addition of a 1500 linear foot right turn pocket onto Rocklin Drive.

Project Map



APPENDIX A-2

PROJECT PHASE DESCRIPTIONS

The ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are to support the project phase(s) identified and described below:

PE/ENV

- Perform Preliminary Engineering and Environmental certifications as required.

FINAL DESIGN (PS&E)

- Begin and complete detailed design.

CONSTRUCTION

- Construct approximately two-miles of Class 2 bike lanes in each direction on Union City Boulevard, 600 feet south of Alvarado Boulevard to the City limits of Fremont, and other improvements as described in Appendix A-2.

APPENDIX A-3
PROJECT MILESTONE SCHEDULE

Phase/Milestone	Begin (Mo/Yr)	End (Mo/Yr)
Preliminary Engineering/Environmental Studies	07/17	08/17
CEQA Approval	07/17	08/17
NEPA Approval	N/A	N/A
Final Design (Plans, Specifications and Estimate (PS&E))	08/17	05/18
Right-of-Way Acquisition	N/A	N/A
Advertise Construction	06/18	07/18
Construction	08/18	09/19

APPENDIX A-4

PROJECT RESPONSIBILITY CHECKLIST

Project Responsibility Checklist: The table below identifies specific project responsibilities of the ALAMEDA CTC and the PROJECT SPONSOR for implementing the PROJECT contained in this AGREEMENT.

Appendix A-4 is not applicable to this AGREEMENT.

APPENDIX A-5

PROJECT FUNDING SUMMARY BY PHASE AND FUND SOURCE

PROJECT FUNDING SUMMARY BY PHASE AND FUND SOURCE						
PHASE	Alameda CTC Administered Funds			Other Funds	Total Funding	Reimbursement Ratio Percentage
	2014 Measure BB TEP-44	CMA TIP	TFCA FY 2017/18 County Program Manager (CPM)			
Preliminary Engineering/Environmental Studies	\$ 5,000	\$ -	\$ -	\$ 1,000	\$ 6,000	83.33%
Final Design (PS&E)	\$ 780,000	\$ -	\$ -	\$ 100,000	\$ 880,000	88.64%
Construction (CON)	\$ 5,779,000	\$ 1,100,000	\$ 136,000	\$ 899,000	\$ 7,914,000	88.64%
Total Funding	\$ 6,564,000	\$ 1,100,000	\$ 136,000	\$ 1,000,000	\$ 8,800,000	

Notes:

1. PROJECT SPONSOR shall be reimbursed eligible costs in the percentage of Total ALAMEDA CTC ADMINISTERED FUNDS to Total Funding per the Reimbursement Ratio Percentage for each phase. Each Alameda CTC Administered Fund amount identified is a not-to-exceed amount. The Reimbursement Ratio is defined as ALAMEDA CTC ADMINISTERED FUNDS over the Total Funding.

APPENDIX A-6
PROJECT PHASE COST DETAIL

This Project Phase Cost Detail summarizes the total cost for each phase with ALAMEDA CTC ADMINISTERED FUNDS obligated in this AGREEMENT.

PROJECT PHASE COST DETAIL			
PRELIMINARY ENGINEERING/ ENVIRONMENTAL STUDIES	2014 Measure BB TEP-44	Other Local	Total Cost
SPONSOR STAFF COSTS			
Sponsor Staff Time	\$ -	\$ -	\$ -
Sponsor Direct Costs	\$ -	\$ -	\$ -
Sub-total Sponsor Staff Cost	\$ -	\$ -	\$ -
CONTRACT COSTS			
Preliminary Engineering/ Environmental Studies	\$ 5,000	\$ 1,000	\$ 6,000
Sub-total Contract Cost	\$ 5,000	\$ 1,000	\$ 6,000
Total Phase Cost <i>(Staff + Contract Costs)</i>	\$ 5,000	\$ 1,000	\$ 6,000

PROJECT PHASE COST DETAIL			
FINAL DESIGN (PS&E)	2014 Measure BB TEP-44	Other Local	Total Cost
SPONSOR STAFF COSTS			
Sponsor Staff Time	\$ -	\$ -	\$ -
Sponsor Direct Costs	\$ -	\$ -	\$ -
Sub-total Sponsor Staff Cost	\$ -	\$ -	\$ -
CONTRACT COSTS			
Final Design (PS&E)	\$ 780,000	\$ 100,000	\$ 880,000
Sub-total Contract Cost	\$ 780,000	\$ 100,000	\$ 880,000
Total Phase Cost <i>(Staff + Contract Costs)</i>	\$ 780,000	\$ 100,000	\$ 880,000

PROJECT PHASE COST DETAIL					
CONSTRUCTION	2014 Measure BB TEP-44	CMA-TIP	TFCA FY 2017/18 County Program Manager (CPM)	Other Local	Total Cost
SPONSOR STAFF COSTS					
Sponsor Staff Time	\$ -	\$ -	\$ -	\$ -	\$ -
Sponsor Direct Costs	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-total Sponsor Staff Cost	\$ -	\$ -	\$ -	\$ -	\$ -
CONTRACT COSTS					
Construction	\$ 5,779,000	\$ 1,100,000	\$ 136,000	\$ 899,000	\$ 7,914,000
Sub-total Contract Cost	\$ 5,779,000	\$ 1,100,000	\$ 136,000	\$ 899,000	\$ 7,914,000
Total Phase Cost <i>(Staff + Contract Costs)</i>	\$ 5,779,000	\$ 1,100,000	\$ 136,000	\$ 899,000	\$ 7,914,000

APPENDIX A-7

PERMITS/AGREEMENTS/COORDINATING AGENCIES

A list of permitting agencies, required agreements and coordinating agencies is included in this appendix.

Per Section I.23 of this AGREEMENT, PROJECT SPONSOR shall obtain all state, local and federal permits and approvals for work, including environmental approvals in accordance with the National Environment Policy Act (NEPA) and the California Environmental Quality Act (CEQA), as applicable. PROJECT SPONSOR will comply with all applicable state and federal laws and regulations.

COORDINATING AGENCIES:

- Alameda County Transportation Commission (ALAMEDA CTC)
- Metropolitan Transportation Commission (MTC)
- San Francisco Bay Area Regional Water Quality Control Board

APPENDIX B

ALAMEDA CTC ADMINISTERED FUNDS OBLIGATED BY THIS AGREEMENT

The following Table B-1 identifies the ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT and establishes a unique allowable start date for each obligated fund source.

TABLE B-1 FUNDS OBLIGATED BY THIS AGREEMENT AND ALLOWABLE START AND EXPENDITURE DEADLINE DATES						
Fund Source	Fund Subset	Phase	Commission Approval Date	Allowable Start Date	Expenditure Deadline Date	Obligated Amount
2014 MBB	TEP-44	PE/ENV	4/27/2017	7/01/2017	The Agreement Expiration Date serves as the expenditure deadline.	\$ 5,000
2014 MBB	TEP-44	Final Design (PS&E)	4/27/2017	7/01/2017		\$ 780,000
2014 MBB	TEP-44	Construction	4/27/2017	7/01/2017		\$ 5,779,000
CMA-TIP	Other	Construction	4/27/2017	7/01/2017		\$ 1,100,000
TFCA	17/18 CPM	Construction	4/27/2017	7/01/2017	TBD	\$ 136,000
Total Alameda CTC Administered Funds Obligated by AGREEMENT:						\$ 7,800,000

Agreement Expiration Date:	December 31, 2020
-----------------------------------	--------------------------

Notes:

1. ALAMEDA CTC reimbursement amounts by fund source for PROJECT shall not exceed the total amount obligated by this AGREEMENT, by fund source.
2. The Commission Approval Date is the date of the Commission Meeting that authorized and approved the allocation.
3. The Allowable Start Date identified for each fund source is the earliest date to incur eligible reimbursable costs. Any costs incurred on the PROJECT before this date will not be eligible for reimbursement under this AGREEMENT.
4. The Expenditure Deadline Date identifies is the last date to incur eligible reimbursable costs. Any costs incurred on the PROJECT after this date will not be eligible for reimbursement under this AGREEMENT.
5. The Agreement Expiration Date shall mean and refer to the expiration date of this AGREEMENT.
6. For TFCA funds obligated by this agreement the identified Expenditure Deadline Date in the above table is two (2) years from the date of the first receipt of funds by the ALAMEDA CTC from BAAQMD, unless an extended deadline is approved at the time of programming or an extension has been approved by the ALAMEDA CTC. Extended deadlines will be reflected in the above table. If the TFCA Expenditure Deadline Date is indicated as "TBD" a deadline date has yet to be established at the time of this AGREEMENT. Once established, SPONSOR will be notified in writing by Alameda CTC.

APPENDIX B (CONT.)

Reimbursement of ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT shall be in accordance with the Drawdown Limitation Schedule below.

TABLE B-2 ALAMEDA CTC ADMINISTERED FUNDS REIMBURSEMENT - DRAWDOWN LIMITATION SCHEDULE					
No.	Fiscal Year	Quarter	Fund Source	Quarterly Drawdown Limitation Amount	Cumulative Drawdown Limitation Amount
1	FY 17/18	Quarter 1	2014 MBB	\$ 196,250	\$ 196,250
2	FY 17/18	Quarter 2	2014 MBB	\$ 196,250	\$ 392,500
3	FY 17/18	Quarter 3	2014 MBB	\$ 196,250	\$ 588,750
4	FY 17/18	Quarter 4	2014 MBB	\$ 196,250	\$ 785,000
5	FY 18/19	Quarter 1	2014 MBB	\$ 1,444,750	\$ 2,229,750
6	FY 18/19	Quarter 2	2014 MBB	\$ 1,444,750	\$ 3,674,500
7	FY 18/19	Quarter 3	2014 MBB	\$ 1,444,750	\$ 5,119,250
8	FY 18/19	Quarter 4	2014 MBB	\$ 1,444,750	\$ 6,564,000
2014 MBB Subtotal					\$ 6,564,000
9	FY 18/19	Quarter 1	TFCA	\$ 34,000	\$ 34,000
10	FY 18/19	Quarter 2	TFCA	\$ 34,000	\$ 68,000
11	FY 18/19	Quarter 3	TFCA	\$ 34,000	\$ 102,000
12	FY 18/19	Quarter 4	TFCA	\$ 34,000	\$ 136,000
TFCA Subtotal					\$ 136,000
13	FY 18/19	Quarter 1	CMATIP	\$ 275,000	\$ 275,000
14	FY 18/19	Quarter 2	CMATIP	\$ 275,000	\$ 550,000
15	FY 18/19	Quarter 3	CMATIP	\$ 275,000	\$ 825,000
16	FY 18/19	Quarter 4	CMATIP	\$ 275,000	\$ 1,100,000
CMA TIP Subtotal					\$ 1,100,000
Total					\$ 7,800,000

Notes:

1. Fiscal Year (FY) begins July 1 and ends June 30.
2. Quarter 1 begins July 1 and ends September 30; Quarter 2 begins October 1 and ends December 31; Quarter 3 begins January 1 and ends March 31; and Quarter 4 begins April 1 and ends June 30.
3. ALAMEDA CTC shall endeavor to transmit payments to PROJECT SPONSOR following a receipt and approval of a Request for Reimbursement(s) by the PROJECT SPONSOR.
4. Actual reimbursements from ALAMEDA CTC to the PROJECT SPONSOR shall not exceed the Cumulative Drawdown Limitation Amount without Alameda CTC's written approval. Any portion of a reimbursement request, which exceeds the applicable Cumulative Drawdown Limitation without such prior approval by ALAMEDA CTC shall be deferred until the following quarter.

APPENDIX C

REQUEST FOR REIMBURSEMENT AND REPORTING REQUIREMENTS

Appendix Index

Appendix C-1	Request for Reimbursement and Progress Reporting Frequency Requirements
Appendix C-2	Sample Alameda CTC Request For Reimbursement Instructions and Forms
Appendix C-3	Sample Alameda CTC Progress Report Format
Appendix C-4	Sample Alameda CTC Final Report Format

Note:

- The latest electronic versions may be obtained from http://www.alamedactc.org/app_pages/view/8066.
- The format and content required are subject to change.

APPENDIX C-1

REQUEST FOR REIMBURSEMENT AND PROGRESS REPORTING FREQUENCY REQUIREMENTS

The below table establishes the required minimum frequency for Requests for Reimbursement and Progress Reports. Requests for Reimbursements and Progress Reports are required either monthly, quarterly, or semi-annually, as indicated below with an "X".

REQUEST FOR REIMBURSEMENT AND PROGRESS REPORTING FREQUENCY AND DUE DATES			
Frequency Required <i>(as checked)</i>	Minimum Frequency	Period Covered	Due Dates
<input type="checkbox"/>	Monthly <i>(once every month)</i>	One month	By 30 days of end of billed activity
<input type="checkbox"/>	Quarterly <i>(once every 3 months)</i>	Quarter 1: 7/1 – 9/30 Quarter 2: 10/1 – 12/31 Quarter 3: 1/1 – 3/31 Quarter 4: 4/1 – 6/30	By October 31 st By January 31 st By April 30 th By July 31 st
<input checked="" type="checkbox"/>	Semi-annually <i>(once every 6 months)</i>	Quarters 1 & 2: 7/1 – 12/31 Quarters 3 & 4: 1/1 – 6/30	By January 31 st By July 31 st
<input checked="" type="checkbox"/>	Annually <i>(TFCA Annual Report)</i>	Fiscal Year: 7/1 – 6/30	By September 30 th .
<input checked="" type="checkbox"/>	Final Request for Reimbursement	Any work period eligible under Appendix B.	Must be submitted prior to the Agreement Expiration Date.

Notes:

1. For all projects, the maximum frequency for Requests for Reimbursement are one (1) per month.
2. If no costs were incurred during the reporting period, a progress report for the corresponding period is still required.
3. TFCA funding requires annual reporting to BAAQMD in addition to the minimum required frequency for Alameda CTC progress reports and invoices. See Appendix H for TFCA-specific report forms.
4. Requests for Reimbursement must be submitted prior to the Agreement Expiration Date in order to be eligible for reimbursement.

Alameda CTC Agreement No.: 0
Project No. (APN): 0
Invoice Date: 0

Reviewer's Comments

--	--

FORM 4

Original Contract Amount	\$	-
Amendment No: 1	\$	-
Amendment No: 2	\$	-
Amendment No: 3	\$	-
Current Contract Amount:	\$	-
Previously Billed:	\$	-
Amount of this Invoice:	\$	-
Remaining Budget:	\$	-

SUMMARY OF GOAL PARTICIPATION

Reviewer's Comments

PARTNERSHIP'S COMMITMENTS:	

Consignation Legend

Sub-Consultant Payment Record

[illegible]

APPENDIX C-3

SAMPLE ALAMEDA CTC PROGRESS REPORT FORMAT

ALAMEDA CTC ADMINISTERED FUNDS
PROJECT PROGRESS REPORT

PROJECT TITLE:	
PROJECT SPONSOR:	
PROJECT NUMBER:	
REPORTING PERIOD: <small>(MM/DD/YYYY to MM/DD/YYYY)</small>	

1. CURRENT STATUS
☐ No current issues with the project. Describe general project status below.
☐ We anticipated issues but do not need Alameda CTC's assistance at this time. Describe below.
☐ We anticipate issues and may require Alameda CTC's assistance. Describe below.

2. ACTIONS (in this reporting period)
1.

3. ANTICIPATED ACTIONS (in this reporting period)
2.

Project Progress Report

4. AMENDMENTS TO SCOPE, COST, SCHEDULE, PERFORMANCE MEASURES
☐ No changes or amendments required to the funding agreement.
☐ Changes are required to the following:

☐ Scope
☐ Budget / Cost
☐ Schedule
☐ Performance Measures

☐ Amendment Request previously submitted or attached.
For any areas marked as requiring changes, include an Amendment Request for review and approval. For scope changes, include contract, change orders (CCOs) over \$20,000 on construction and professional service contracts.

5. POTENTIAL CLAIMS
☐ There are no Notices of Potential Claim on File.
☐ We anticipate a claim regarding the following:

1.
2.

☐ There are presently [Enter Number] Notice(s) of Potential Claim on file. Those not previously forwarded are attached for review and comment.

6. EXPENDITURES AND REIMBURSEMENTS

No.	Status <small>(Approved/ Pending/Forecast)</small>	Period <small>(MM/YY to MM/YY)</small>	Alameda CTC Administered Funds	Other Matching Funds	TOTAL
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
TOTAL			\$	\$	\$

Project Progress Report

7. PUBLICITY REQUIREMENTS
☐ Project information is currently available online, at the following web address: [Enter link].
☐ Project signage is posted as required by the funding agreement.
☐ Project information is published at least annually highlighting the project, as listed below.

Date of Publication	Name of Publication

☐ Exhibits to document the completion of these requirements are attached to this progress report i.e. screenshots, copies of articles, photos of signage.
☐ If any of the items were not completed, explain below:

8. PERFORMANCE MEASURES PROGRESS REPORTING
☐ Project Performance Measures are completed in the Table 1 below.
☐ Project Performance Measures Progress Report is not included / completed because no Performance Measures Targets are associated with this project.

No.	Performance Measure	Target	Progress/Activity to date	Progress/Activity this Period
1				
2				
3				
4				
5				
6				

1. List all performance measures and targets included in funding agreement for Project.

Project Progress Report

9. ANTICIPATED CASH FLOW OF ALAMEDA CTC ADMINISTERED FUNDS
Indicate the projected anticipated cash flow demand forecast of Alameda CTC Administered Funds for project. The fiscal year of expenditures for funds is listed on the project by Alameda CTC. A fiscal year is defined as July 1 to June 30. Note any special zero demands occurring in the cash flow schedule.

FUND SOURCE	PHASE	PRIOR	FY 18/17	FY 17/16	FY 16/15	FY 15/14	TOTAL
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
Total Cash Flow Demand		\$	\$	\$	\$	\$	\$

Notes and Considerations:
1.

Project Progress Report

APPENDIX C-4

SAMPLE ALAMEDA CTC FINAL REPORT FORMAT

ALAMEDA CTC ADMINISTERED FUNDS
FINAL REPORT
FOR THE [INSERT PROJECT TITLE]
FOR [INSERT PHASE(S)]

PROJECT TITLE:	
PROJECT SPONSOR:	
PROJECT NUMBER:	
REPORTING PERIOD:	(MM/YY to MM/YY)

1. PROJECT DESCRIPTION

Provide a brief description of services provided, improvements constructed, and/or implemented in accordance with the funding agreement.

2. SUMMARY OF PROJECT DELIVERY MILESTONES

Provide a brief description of actions taken and milestones reached to deliver the project.

Final Report Page 1 of 4

3. SUMMARY OF PROJECT BENEFITS

Provide a brief description of project benefits and outcomes.

4. FINAL PERFORMANCE MEASURES REPORTING

Table 1 - Performance Measures Report

No.	Performance Measure	Target	Cumulative Performance	Performance Measure and Targets Achieved? If not, provide explanation.
1				
2				
3				
4				
5				
6				

1. List all performance measures included in funding agreement for Project.

☐ This table is not applicable. No Performance Measures or Targets identified in the funding agreement. Project benefits and outcomes are described earlier in this report.

Final Report Page 2 of 4

5. PUBLICITY REQUIREMENTS

☐ Project information was available online, at the following web address: [Enter link].

☐ Project signage was posted as required by the funding agreement.

☐ Project information was published annually highlight the project, as listed below.

Date of Publication	Name of Publication

☐ The above is documented via attachments to the previous progress reports. Additional documentation, if applicable, is also attached for any previously not submitted publicity documentation i.e. screenshots, photographs, copies of articles, etc.

6. EXPENDITURES AND REIMBURSEMENTS

No.	Status (Approved/ Pending Payment)	Period (MM/YY to MM/YY)	Alameda CTC Administered Funds	Other Matching Funds	TOTAL
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
TOTAL			\$	\$	\$

Final Report Page 3 of 4

7. EXPENDITURE SUMMARY

Summarize the total project expenditure by phase. List the Alameda CTC Administered Funds by fund source and by phase.

FINAL EXPENDITURE SUMMARY
(\$ x 1,000)

PHASE	2000 Measure B	Alameda CTC Administered Funds			Other Funds	Total
		Source	Source	Source		
Security	\$	\$	\$	\$	\$	\$
Protection - Emergency	\$	\$	\$	\$	\$	\$
Emergency Services	\$	\$	\$	\$	\$	\$
Fire Extinguishers (Public)	\$	\$	\$	\$	\$	\$
Public Safety Capital	\$	\$	\$	\$	\$	\$
Emergency Services	\$	\$	\$	\$	\$	\$
Communication Capital	\$	\$	\$	\$	\$	\$
Communication Equipment	\$	\$	\$	\$	\$	\$
Operation	\$	\$	\$	\$	\$	\$
Other Communication (decommission)	\$	\$	\$	\$	\$	\$
Total Expenditures	\$	\$	\$	\$	\$	\$

8. PROJECT CLOSE OUT

1. If this project contains no future phases with Alameda CTC Administered Funds, the Project Sponsor agrees to discontinue the remaining Alameda CTC Administered Funds for the project as obligated within the Project Funding Agreement. This closes out the project and serves as the final report for the project.

Final Report Page 4 of 4

APPENDIX D

ALAMEDA CTC FUNDING SHIFT APPROVAL FORM

ALAMEDA CTC FUNDING SHIFT APPROVAL FORM

ADMINISTRATIVE AMENDMENT NO. [X]

Per the Section III.1 of the AGREEMENT - Obligations of ALAMEDA CTC ADMINISTERED FUNDS authorized by this AGREEMENT may be shifted between the phases of the PROJECT covered by this AGREEMENT, or between activities in the same phase of the PROJECT. This includes shift funding obligations between PHASES, fiscal years and/or obligations between "Contracts" and "Sponsor Staff" costs.

The PROJECT SPONSOR must: (A) Obtain ALAMEDA CTC written approval of in advance through completion and submittal to ALAMEDA CTC of this form: ALAMEDA CTC Funding Shift Approval Form; and (B) Provide a revised and updated Appendix A – Project Control Information to the AGREEMENT which reflects the requested shift of the funding obligations authorized by this AGREEMENT and demonstrates that the phase or activity from which the funds were shifted remains fully funded.

The purpose of this Amendment No. [Insert No.] is to document the PROJECT SPONSOR's request and Alameda CTC's approval of the shift of ALAMEDA CTC ADMINISTERED FUNDS obligations as reflected in the table(s) below and in the revised Appendix A – Project Control Information and Appendix B: ALAMEDA CTC ADMINISTERED FUNDS Obligated by this AGREEMENT.

Sponsor:	
Project No.:	
Agreement No.:	
Project Description:	
Date Executed:	
PHASE(S):	

Attached are Revisions to tables in

Appendix A: Project Control Information

Appendix B: ALAMEDA CTC ADMINISTERED FUNDS Obligated by this AGREEMENT

SPONSOR

Requested by: _____

Authorized Signature: _____

Date: _____

ALAMEDA CTC

Approved by: _____

Authorized Signature: _____

Date: _____

APPENDIX E

LOCAL BUSINESS CONTRACT EQUITY PROGRAM

The Project Sponsor shall abide by the current Alameda CTC Local Business Contract Equity program requirements referenced here: http://www.alamedactc.org/app_pages/view/4543

APPENDIX F

TASK DELIVERABLES AND DUE DATES

Project Task Deliverables and Due Dates: The Task Deliverables and Due Dates table below shows deliverables and due dates, if any, for the phases listed in Appendix A-2 Project Phase Descriptions that contain ALAMEDA CTC ADMINISTERED FUNDS.

Task Deliverables and Due Dates		
Task Deliverable	Deliverable	Deliverable Due Date to Alameda CTC
1	Progress Report No. 1 (July-December, 2017)	January 31, 2018
2	Progress Report No. 2 (January-June, 2018)	July 31, 2018
3	Copy of final plans and specifications	July 31, 2018
4	Electronic before construction photos	July 31, 2018
5	FY 2017-18 TFCA Annual (Interim) Report to BAAQMD	September 30, 2018
6	Progress Report No. 3 (July- December, 2018)	January 31, 2019
7	Copy of council resolution to award construction contract	January 31, 2019
8	Progress Report No. 4 (January-June, 2019)	July 31, 2019
9	Copy of council resolution to certify construction completion	October 31, 2019
10	Electronic after construction photos	October 31, 2019
11	Final Invoice	By the Agreement Expiration Date
12	TFCA Final Report to BAAQMD	Within 90 days of project completion, but no later than the Agreement Expiration Date
13	Final Report to Alameda CTC	By the Agreement Expiration Date

Notes:

1. Task Deliverables shall be received and approved by the Alameda CTC prior to Alameda CTC releasing a payment for a Request for Reimbursement.

APPENDIX G

PROJECT PERFORMANCE MEASURES

Project Performance Measures: The Project Performance Measures and Targets describes what outcome-based performance measure(s) the PROJECT SPONSOR plans to evaluate to ensure that the project/program is meeting its objectives.

Project Performance Measures and Targets
Project Outcome
Project would fill an existing two-mile gap in bicycle lanes from the San Mateo Bridge in the City of Hayward to the Dumbarton Bridge in the City of Fremont. The bike route would provide safer access for children who bike to Delaine Eastin Elementary and from the residences south of Union City Boulevard to Alvarado Middle School.

Note:

1. Improvements are expected to achieve, as best as possible, the performance measures targets and/or project outcomes as established herein.

APPENDIX H

TRANSPORTATION FUND FOR CLEAN AIR POLICIES AND REQUIREMENTS

Appendix H is only included and attached to this AGREEMENT if TFCA funds are obligated and applicable to AGREEMENT.

Appendix Index

Appendix H-1	TFCA Project Number and “Years of Effectiveness”
Appendix H-2	BAAQMD-approved TFCA County Program Manager Fund Policies
Appendix H-3	Minimum required insurance for TFCA-funded projects
Appendix H-4	Annual Interim (Progress) Report to BAAQMD for TFCA-funded projects
Appendix H-5	Final Report to BAAQMD for TFCA-funded projects

Note:

- The latest electronic versions of the TFCA Interim (Progress) and Final Report forms are available from:
http://www.alamedactc.org/app_pages/view/8066.
- The format and content required are subject to change.

APPENDIX H-1

TFCA PROJECT NUMBER AND “YEARS OF EFFECTIVENESS”

The PROJECT’s established TFCA Project Number is to be included on all PROJECT reports and invoices. The PROJECT’s established period for TFCA “Years of Effectiveness” is used by Alameda CTC and BAAQMD to evaluate the cost effectiveness of the PROJECT and represents the minimum period of time PROJECT SPONSOR is to maintain and/or operate the PROJECT, per BAAQMD requirements. It is not intended to reflect the number of years a capital project is expected to last.

TFCA Project Number:

- 08ALA09

TFCA “Years of Effectiveness”:

- Minimum of seven (7) years.

APPENDIX H-2

BAAQMD-APPROVED TFCA COUNTY PROGRAM MANAGER FUND POLICIES

[See Attached]

Note: The following APPENDIX H-2 is a copy of *Appendix D: Board-Adopted TFCA County Program Manager Fund Policies for FYE 2018* from BAAQMD's TFCA County Program Manager Fund Expenditure Plan Guidance, Fiscal Year Ending 2018. As incorporated into this AGREEMENT, (i) the term "Air District" in the attached shall be deemed to mean and refer to BAAQMD, (ii) "Program Manager" shall be deemed to mean and refer to ALAMEDA CTC, and (iii) "GRANTEE" shall be deemed to mean and refer to SPONSOR.

Appendix D: Board-Adopted TFCA County Program Manager Fund Policies for FYE 2018

Adopted November 16, 2016

The following Policies apply to the Bay Area Air Quality Management District's (Air District) Transportation Fund for Clean Air (TFCA) County Program Manager Fund for fiscal year ending (FYE) 2018.

BASIC ELIGIBILITY

1. **Reduction of Emissions:** Only projects that result in the reduction of motor vehicle emissions within the Air District's jurisdiction are eligible.

Projects must conform to the provisions of the California Health and Safety Code (HSC) sections 44220 et seq. and these Air District Board of Directors adopted TFCA County Program Manager Fund Policies for FYE 2018.

Projects must achieve surplus emission reductions, i.e., reductions that are beyond what is required through regulations, ordinances, contracts, and other legally binding obligations at the time of the execution of a grant agreement between the County Program Manager and the grantee. Projects must also achieve surplus emission reductions at the time of an amendment to a grant agreement if the amendment modifies the project scope or extends the project completion deadline.

2. **TFCA Cost-Effectiveness:** Projects must not exceed the maximum cost-effectiveness (C-E) limit noted in Table 1. Cost-effectiveness (\$/weighted ton) is based on the ratio of TFCA funds awarded divided by the sum of surplus emissions reduced of reactive organic gases (ROG), nitrogen oxides (NOx), and weighted PM10 (particulate matter 10 microns in diameter and smaller) over a project's useful life. All TFCA-generated funds (e.g., reprogrammed TFCA funds) that are awarded or applied to a project must be included in the evaluation. For projects that involve more than one independent component (e.g., more than one vehicle purchased, more than one shuttle route), each component must achieve this cost-effectiveness requirement.

County Program Manager administrative costs are excluded from the calculation of a project's TFCA cost-effectiveness.

Table 1: Maximum Cost-Effectiveness for FYE 2018 County Program Manager Fund Projects

Policy No.	Project Category	Maximum C-E (\$/weighted ton)
22	Alternative Fuel Light-Duty Vehicles	250,000
23	Reserved	Reserved
24	Alternative Fuel Heavy-Duty Vehicles and Buses	250,000
25	On-Road Goods Movement Truck Replacements	90,000
26	Alternative Fuel Infrastructure	250,000
27	Ridesharing Projects	150,000
28 a.-h.	Shuttle/Feeder Bus Service – Existing	200,000; 250,000 for services in CARE Areas or PDAs
28 i.	Shuttle/Feeder Bus Service - Pilot	Year 1 - 250,000 Year 2 - see Policy #28.a-h.
28 i.	Shuttle/Feeder Bus Service – Pilot in CARE Areas or PDAs	Years 1 & 2 - 500,000 Year 3 - see Policy #28.a-h.

County Program Manager Fund Expenditure Plan Guidance FYE 2018

29	Bicycle Projects	250,000
30	Bike Share	500,000
31	Arterial Management	175,000
32	Smart Growth/Traffic Calming	175,000

3. **Eligible Projects and Case-by-Case Approval:** Eligible projects are those that conform to the provisions of the HSC section 44241, Air District Board-adopted policies, and Air District guidance. On a case-by-case basis, County Program Managers must receive approval by the Air District for projects that are authorized by the HSC section 44241 and achieve Board-adopted TFCA cost-effectiveness but do not fully meet other Board-adopted Policies.
4. **Consistent with Existing Plans and Programs:** All projects must comply with the Transportation Control and Mobile Source Control measures included in the Air District's most recently approved strategies for achieving and maintaining State and national ozone standards, those plans and programs established pursuant to HSC sections 40233, 40717, and 40919; and, when specified, other adopted federal, State, regional, and local plans and programs.
5. **Eligible Recipients:** Grant recipients must be responsible for the implementation of the project, have the authority and capability to complete the project, and be an applicant in good standing with the Air District (Policies #8-10).
 - a. **Public agencies** are eligible to apply for all project categories.
 - b. **Non-public entities** are only eligible to apply for new alternative-fuel (light, medium, and heavy-duty) vehicle and infrastructure projects, and advanced technology demonstrations that are permitted pursuant to HSC section 44241(b)(7).
6. **Readiness:** Projects must commence by the end of calendar year 2018. For purposes of this policy, "commence" means a tangible action taken in connection with the project's operation or implementation, for which the grantee can provide documentation of the commencement date and action performed. "Commence" can mean the issuance of a purchase order to secure project vehicles and equipment, commencement of shuttle/feeder bus and ridesharing service, or the delivery of the award letter for a construction contract.
7. **Maximum Two Years Operating Costs:** Unless otherwise specified in policies #22 through #32, TFCA County Program Manager Funds may be used to support up to two years of operating costs for service-based projects (e.g., ridesharing, shuttle and feeder bus service). Grant applicants that seek TFCA funds for additional years must reapply for funding in the subsequent funding cycles.

APPLICANT IN GOOD STANDING

8. **Independent Air District Audit Findings and Determinations:** Grantees who have failed either the fiscal audit or the performance audit for a prior TFCA-funded project awarded by either County Program Managers or the Air District are excluded from receiving an award of any TFCA funds for three (3) years from the date of the Air District's final audit determination in accordance with HSC section 44242 or for a duration determined by the Air District Air Pollution Control Officer (APCO). Existing TFCA funds already awarded to the project sponsor will not be released until all audit recommendations and remedies have been satisfactorily implemented. A failed fiscal audit means a final audit report that includes an uncorrected audit finding that confirms an ineligible expenditure of TFCA funds. A failed performance audit means that the program or project was not implemented in accordance with the applicable Funding Agreement or grant agreement.

A failed fiscal or performance audit of the County Program Manager or its grantee may subject the County Program Manager to a reduction of future revenue in an amount equal to the amount which was inappropriately expended pursuant to the provisions of HSC section 44242(c)(3).

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9. **Authorization for County Program Manager to Proceed:** Only a fully executed Funding Agreement (i.e., signed by both the Air District and the County Program Manager) constitutes the Air District's award of County Program Manager Funds. County Program Managers may incur costs (i.e., contractually obligate itself to allocate County Program Manager Funds) only after the Funding Agreement with the Air District has been executed.
10. **Maintain Appropriate Insurance:** Both the County Program Manager and each grantee must obtain and maintain general liability insurance, workers compensation insurance, and additional insurance as appropriate for specific projects, with required coverage amounts provided in Air District guidance and final amounts specified in the respective grant agreements.

INELIGIBLE PROJECTS

11. **Duplication:** Duplicative projects are not eligible. Projects that propose to expand and achieve additional emission reductions of existing projects are eligible (e.g., shuttle service or route expansion, previously-funded project that has completed its Project Useful Life).
12. **Planning Activities:** A grantee may not use any TFCA funds for planning related activities unless they are directly related to the implementation of a project or program that result in emission reductions.
13. **Employee Subsidies:** Projects that provide a direct or indirect financial transit or rideshare subsidy or shuttle/feeder bus service exclusively to the grantee's employees are not eligible.
14. **Cost of Developing Proposals:** Grantees may not use any TFCA funds to cover the costs of developing grant applications.

USE OF TFCA FUNDS

15. **Combined Funds:** Unless otherwise specified in policies #22 through #32, TFCA County Program Manager Funds may not be combined with TFCA Regional Funds to fund a County Program Manager Fund project. Projects that are funded by the TFCA County Program Manager Fund are not eligible for additional funding from other funding sources that claim emissions credits. For example, County Program Manager-funded projects may be combined with Congestion Mitigation and Air Quality (CMAQ) funds because CMAQ does not require emissions reductions for funding eligibility.
16. **Administrative Costs:** The County Program Manager may not expend more than 6.25 percent of its County Program Manager Funds for its administrative costs. The County Program Manager's costs to prepare and execute its Funding Agreement with the Air District are eligible administrative costs. Interest earned on County Program Manager Funds shall not be included in the calculation of the administrative costs. To be eligible for reimbursement, administrative costs must be clearly identified in the expenditure plan application and in the Funding Agreement, and must be reported to the Air District.
17. **Expend Funds within Two Years:** County Program Manager Funds must be expended within two (2) years of receipt of the first transfer of funds from the Air District to the County Program Manager in the applicable fiscal year, unless a County Program Manager has made the determination based on an application for funding that the eligible project will take longer than two years to implement. Additionally, a County Program Manager may, if it finds that significant progress has been made on a project, approve no more than two one-year schedule extensions for a project. Any subsequent schedule extensions for projects can only be given on a case-by-case basis, if the Air District finds that significant progress has been made on a project, and the Funding Agreement is amended to reflect the revised schedule.
18. **Unallocated Funds:** Pursuant to HSC 44241(f), any County Program Manager Funds that are not allocated to a project within six months of the Air District Board of Directors approval of the County Program Manager's Expenditure Plan may be allocated to eligible projects by the Air District. The Air

County Program Manager Fund Expenditure Plan Guidance FYE 2018

District shall make reasonable effort to award these funds to eligible projects in the Air District within the same county from which the funds originated.

19. Reserved.

20. Reserved.

21. Reserved.

ELIGIBLE PROJECT CATEGORIES

22. Alternative Fuel Light-Duty Vehicles:

These projects are intended to accelerate the deployment of qualifying alternative fuel vehicles that operate within the Air District's jurisdiction. All of the following conditions must be met for a project to be eligible for TFCA funds:

- a. Vehicles purchased and/or leased have a gross vehicle weight rating (GVWR) of 14,000 lbs. or lighter.
- b. Vehicles are 2017 model year or newer
 - i. hybrid-electric, electric, fuel cell, and CNG/LNG vehicles that are certified by the California Air Resources Board (CARB) as meeting established super ultra-low emission vehicle (SULEV), partial zero emission vehicle (PZEV), advanced technology-partial zero emission vehicle (AT-PZEV), or zero emission vehicle (ZEV) standards; or
 - ii. electric neighborhood vehicles (NEV) as defined in the California Vehicle Code.
- c. Vehicles must be maintained and operated within the Air District's jurisdiction.
- d. The amount of TFCA funds awarded may not exceed 90% of the vehicle's cost after all other grants and applicable manufacturer and local/state/federal rebates and discounts are applied.

Gasoline and diesel (non-hybrid) vehicles are not eligible for TFCA funds. Funds are not available for non-fuel system upgrades, such as transmission and exhaust systems, and should not be included in the cost of the project.

Grantees may request authorization of up to 50% of the TFCA Funds awarded for each vehicle to be used to pay for costs directly related to the purchase and installation of alternative fueling infrastructure and/or equipment used to power the new vehicle.

23. Reserved.

24. Alternative Fuel Heavy-Duty Vehicles and Buses:

These projects are intended to accelerate the deployment of qualifying alternative fuel vehicles that operate within the Air District's jurisdiction. All of the following conditions must be met for a project to be eligible for TFCA Funds:

- a. Vehicles purchased and/or leased either have a GVWR greater than 14,000 lbs or are classified as urban buses.
- b. Vehicles are 2017 model year or newer hybrid-electric, electric, CNG/LNG, and hydrogen fuel cell vehicles approved by the CARB.
- c. Vehicles must be maintained and operated within the Air District's jurisdiction.

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- d. The amount of TFCA funds awarded may not exceed 90% of the vehicle's cost after all other grants and applicable manufacturer and local/state/federal rebates and discounts are applied.
- e. **Scrapping Requirements:** Grantees with a fleet that includes model year 1998 or older heavy-duty diesel vehicles must scrap one model year 1998 or older heavy-duty diesel vehicle for each new vehicle purchased or leased under this grant. Costs related to the scrapping of heavy-duty vehicles are not eligible for reimbursement with TFCA funds.

TFCA funds may not be used to pay for non-fuel system upgrades such as transmission and exhaust systems.

Grantees may request authorization of up to 50% of the TFCA Funds awarded for each vehicle to be used to pay for costs directly related to the purchase and installation of alternative fueling infrastructure and/or equipment used to power the new vehicle.

Projects that seek to replace a vehicle in the same weight-class as the proposed new vehicle, may qualify for additional TFCA funding. Costs related to the scrapping and/or dismantling of the existing vehicle are not eligible for reimbursement with TFCA funds.

25. **On-Road Goods Movement Truck Replacements:** The project will replace Class 6, Class 7, or Class 8 diesel-powered trucks that have a gross vehicle weight rating (GVWR) of 19,501 lbs. or greater (per vehicle weight classification definition used by Federal Highway Administration (FHWA) with new or used trucks that have an engine certified to the 2010 CARB emissions standards or cleaner. Eligible vehicles are those that are used for goods movement as defined by CARB. The existing trucks must be registered with the California Department of Motor Vehicles (DMV) to an address within the Air District's jurisdiction, and must be scrapped after replacement.

26. **Alternative Fuel Infrastructure:**

Eligibility: Eligible refueling infrastructure projects include new dispensing and charging facilities, or additional equipment or upgrades and improvements that expand access to existing alternative fuel fueling/charging sites (e.g., electric vehicle, CNG, hydrogen). This includes upgrading or modifying private fueling/charging sites or stations to allow public and/or shared fleet access. TFCA funds may be used to cover the cost of equipment and installation. TFCA funds may also be used to upgrade infrastructure projects previously funded with TFCA funds as long as the equipment was maintained and has exceeded the duration of its useful life after being placed into service.

TFCA-funded infrastructure projects must be available to and accessible by the public. Equipment and infrastructure must be designed, installed, and maintained as required by the existing recognized codes and standards and as approved by the local/state authority.

TFCA funds may not be used to pay for fuel, electricity, operation, and maintenance costs.

27. **Ridesharing Projects:** Eligible ridesharing projects provide carpool, vanpool or other rideshare services. Projects that provide a direct or indirect financial transit or rideshare subsidy are also eligible under this category.

28. **Shuttle/Feeder Bus Service:**

These projects are intended to reduce single-occupancy vehicle trips by providing short-distance connections. All of the following conditions must be met for a project to be eligible for TFCA funds:

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- a. The service must provide direct connections between a mass transit hub (e.g., a rail or Bus Rapid Transit (BRT) station, ferry or bus terminal or airport) and a distinct commercial or employment location.
- b. The service's schedule must be coordinated to have a timely connection with corresponding mass transit service.
- c. The service must be available for use by all members of the public.
- d. TFCA funds may be used to fund only shuttle services to locations that are under-served and lack other comparable service. For the purposes of this policy, "comparable service" means that there exists, either currently or within the last three years, a direct, timed, and publicly accessible service that brings passengers to within one-third (1/3) mile of the proposed commercial or employment location from a mass transit hub. A proposed service will not be deemed "comparable" to an existing service if the passengers' proposed travel time will be at least 15 minutes shorter and at least 33% shorter than the existing service's travel time to the proposed destination;
- e. Reserved.
- f. Grantees must be either: 1) a public transit agency or transit district that directly operates the shuttle/feeder bus service; or (2) a city, county, or any other public agency.
- g. Applicants must submit a letter of concurrence from the transit district or transit agency that provides service in the area of the proposed route, certifying that the service does not conflict with existing service.
- h. Each route must meet the cost-effectiveness requirement in Policy #2. Projects that would operate in Highly Impacted Communities or Episodic Areas as defined in the Air District Community Air Risk Evaluation (CARE) Program, or in Priority Development Areas (PDAs), may qualify for funding at a higher cost-effectiveness limit (see Policy #2).
- i. Pilot Shuttle/Feeder Bus Service projects are defined as routes that are at least 70% unique and where no other service was provided within the past three years. In addition to meeting the conditions listed in Policy #28.a.-h. for shuttle/feeder bus service, pilot shuttle/feeder bus service, project applicants must also comply with the following application criteria and agree to comply with the project implementation requirements:
 - i. Provide data and other evidence demonstrating the public's need for the service, including a demand assessment survey and letters of support from potential users. Project applicants must agree to conduct a passenger survey for each year of operation.
 - ii. Provide written documentation of plans for financing the service in the future;
 - iii. Provide a letter from the local transit agency denying service to the project's proposed service area, which includes the basis for denial of service to the proposed areas. The applicant must demonstrate that the project applicant has attempted to coordinate service with the local service provider and has provided the results of the demand assessment survey to the local transit agency. The applicant must provide the transit service provider's evaluation of the need for the shuttle service to the proposed area.
 - iv. Pilot projects located in Highly Impacted Communities as defined in the Air District CARE Program and/or a Planned or Potential PDA may receive a maximum of three years of TFCA Funds under the Pilot designation. For these projects, the project applicants understand and must agree that such projects will be evaluated every

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year, and continued funding will be contingent upon the projects meeting the following requirements:

1. During the first year and by the end of the second year of operation, projects must not exceed a cost-effectiveness of \$500,000/ton, and
 2. By the end of the third year of operation, projects must meet all of the requirements, including cost-effectiveness limit, of Policy #28.a.-h. (existing shuttles).
- v. Projects located outside of CARE areas and PDAs may receive a maximum of two years of TFCA Funds under this designation. For these projects, the project applicants understand and must agree that such projects will be evaluated every year, and continued funding will be contingent upon the projects meeting the following requirements:
1. By the end of the first year of operation, projects shall meet a cost-effectiveness of \$250,000/ton, and
 2. By the end of the second year of operation, projects shall meet all of the requirements, including cost-effectiveness limit, of Policy #28.a.-h. (existing shuttles).

29. Bicycle Projects:

New bicycle facility projects or upgrades to an existing bicycle facility that are included in an adopted countywide bicycle plan, Congestion Management Program (CMP), countywide transportation plan (CTP), city plan, or the Metropolitan Transportation Commission's (MTC) Regional Bicycle Plan are eligible to receive TFCA funds. Projects that are included in an adopted city general plan or area-specific plan must specify that the purpose of the bicycle facility is to reduce motor vehicle emissions or traffic congestion. A project that proposes to upgrade an existing bicycle facility is eligible only if that project involves converting an existing Class-2 or Class-3 facility to a Class-1 or Class-4 facility.

Eligible projects are limited to the following types of bicycle facilities for public use that result in motor vehicle emission reductions:

- a. New Class-1 bicycle paths;
- b. New Class-2 bicycle lanes;
- c. New Class-3 bicycle routes;
- d. New Class-4 cycle tracks or separated bikeways;
- e. Upgraded Class-1 or Class-4 bicycle facilities;
- f. Bicycle racks, including bicycle racks on transit buses, trains, shuttle vehicles, and ferry vessels;
- g. Electronic bicycle lockers;
- h. Capital costs for attended bicycle storage facilities; and
- i. Purchase of two-wheeled or three-wheeled vehicles (self-propelled or electric), plus mounted equipment required for the intended service and helmets.
- j. Reserved.

All bicycle facility projects must, where applicable, be consistent with design standards published in the California Highway Design Manual, or conform to the provisions of the Protected Bikeway Act of 2014.

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30. Bike Share:

Projects that make bicycles available to individuals for shared use for completing first- and last-mile trips in conjunction with regional transit and stand-alone short distance trips are eligible for TFCA funds, subject to all of the following conditions:

- a. Projects must either increase the fleet size of existing service areas or expand existing service areas to include new Bay Area communities.
- b. Projects must have a completed and approved environmental plan and a suitability study demonstrating the viability of bicycle sharing.
- c. Projects must have shared membership and/or be interoperable with the Bay Area Bike Share (BABS) project when they are placed into service, in order to streamline transit for end users by reducing the number of separate operators that would comprise bike trips. Projects that meet one or more of the following conditions are exempt from this requirement:
 - i. Projects that do not require membership or any fees for use, or
 - ii. Projects that were provided funding under MTC's Bike Share Capital Program to start a new or expand an existing bike share program; or
 - iii. Projects that attempted to coordinate with, but were refused by, the current BABS operator to have shared membership or be interoperable with BABS. Applicants must provide documentation showing proof of refusal.

Projects may be awarded FYE 2018 TFCA funds to pay for up to five years of operations.

31. Arterial Management:

Arterial management grant applications must identify a specific arterial segment and define what improvement(s) will be made to affect traffic flow on the identified arterial segment. Projects that provide routine maintenance (e.g., responding to citizen complaints about malfunctioning signal equipment) are not eligible to receive TFCA funds. Incident management projects on arterials are eligible to receive TFCA funds. Transit improvement projects include, but are not limited to, bus rapid transit and transit priority projects. Signal timing projects are eligible to receive TFCA funds. Each arterial segment must meet the cost-effectiveness requirement in Policy #2.

Physical improvements that support development projects and/or calm traffic, resulting in motor vehicle emission reductions, are eligible for TFCA funds, subject to the following conditions:

- a. The development project and the physical improvements must be identified in an approved area-specific plan, redevelopment plan, general plan, bicycle plan, pedestrian plan, traffic-calming plan, or other similar plan.
- b. The project must implement one or more transportation control measures (TCMs) in the most recently adopted Air District plan for State and national ambient air quality standards. Pedestrian projects are eligible to receive TFCA funds.
- c. The project must have a completed and approved environmental plan. If a project is exempt from preparing an environmental plan as determined by the public agency or lead agency, then that project has met this requirement.

Traffic calming projects are limited to physical improvements that reduce vehicular speed by design and improve safety conditions for pedestrians, bicyclists or transit riders in residential retail, and employment areas.

APPENDIX H-3

TFCA INSURANCE REQUIREMENTS

[See Below and Attached]

Note: The below insurance requirements for TFCA projects are followed by a copy of *Appendix H-3: Insurance Guidelines* from BAAQMD's TFCA County Program Manager Fund Expenditure Plan Guidance, Fiscal Year Ending 2018. As incorporated into this Agreement, (i) the term "Air District" in the attached shall be deemed to mean and refer to BAAQMD, (ii) "County Program Manager" shall be deemed to mean and refer to ALAMEDA CTC, and (iii) "Grantee" shall be deemed to mean and refer to SPONSOR.

INSURANCE REQUIREMENTS

Verification of Coverage

SPONSOR is required to provide certificates and/or other evidence of the required insurance coverage prior to the execution of a fund-transfer agreement and annually thereafter throughout and until project completion. Certificates, policies and other evidence provided shall specify that the ALAMEDA CTC and BAAQMD shall receive 30 days advanced notice of cancellation from the insurers.

Additionally, SPONSOR is to require all professional services consultants, contractors and subcontractors involved with the PROJECT to name ALAMEDA CTC, its officers, employees and consultants as additional insured on all insurance required by SPONSOR for PROJECT.

Minimum Scope of Insurance

Throughout the Term of the AGREEMENT, SPONSOR shall obtain and maintain in full force and effect the Liability Insurance and Property Insurance as set forth below:

1. **Liability Insurance:** with a limit of not less than \$1,000,000 per occurrence. Such insurance shall be of the type usual and customary to the business of SPONSOR, and to the operation of the vehicles, vessels, engines or equipment operated by Sponsor.
2. **Property Insurance:** in an amount of not less than the insurable value of SPONSOR's vehicles, vessels, engines or equipment funded under the Agreement, and covering all risks of loss, damage or destruction of such vehicles, vessels, engines or equipment.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. The ALAMEDA CTC may, at its sole discretion, waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance.

Appendix F: Insurance Guidelines

This appendix provides guidance on the insurance coverage and documentation typically required for TFCA County Program Manager Fund projects. Note that the Air District reserves the right to specify different types or levels of insurance in the Funding Agreement.

The typical Funding Agreement requires that each Grantee provide documentation showing that they meet the following requirements for each of their projects. The County Program Manager is not required to meet these requirements itself, unless it is acting as a Grantee.

1. Liability Insurance:

Corporations and Public Entities - a limit of not less than \$1,000,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Grantee, and to the operation of the vehicles, engines or equipment operated by the Project Sponsor.

Single Vehicle Owners - a limit of not less than \$750,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Grantee, and to the operation of the vehicles, engines or equipment operated by the Grantee.

2. Property Insurance:

New Equipment Purchases - an amount of not less than the insurable value of Grantee's vehicles, engines or equipment funded under this Agreement, and covering all risks of loss, damage or destruction of such vehicles, engines or equipment.

Retrofit Projects - 2003 model year vehicles or engines or newer in an amount of not less than the insurable value of Grantee's vehicles, engines or equipment funded under this Agreement, and covering all risks of loss, damage or destruction of such vehicles, engines or equipment.

3. Workers Compensation Insurance:

Construction projects - including but not limited to bike/pedestrian paths, bike lanes, smart growth and vehicle infrastructure, as required by California law and employers insurance with a limit not less than \$1 million.

4. Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Air District may, at its sole discretion, waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance.

The following table lists the type of insurance coverage generally required for each project type. The requirements may differ in specific cases. County Program Managers should contact the Air District liaison with questions, especially about unusual projects.

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Project Category	Liability	Property	Workers Compensation
Vehicle purchase and lease	X	X	
Engine retrofits	X	X	
Operation of shuttle services	X		X
Operation of vanpools	X		
Construction of bike/pedestrian path or overpass	X		X
Construction of bike lanes	X		X
Construction of cycle tracks/separated bikeways	X		X
Construction of smart growth/traffic calming projects	X		X
Construction of vehicle fueling/charging infrastructure	X	X	X
Arterial management/signal timing	X		X
Purchase and installation of bicycle lockers and racks	X	X	X
Transit marketing programs	X		
Ridesharing projects	X		X
Bike Share projects	X	X	X
Transit pass subsidy or commute incentives	X		
Guaranteed Ride Home Program	X		

APPENDIX H-4

ANNUAL INTERIM (PROGRESS) REPORT TO BAAQMD FOR TFCA-FUNDED PROJECTS

Date _____

TFCA INTERIM PROJECT REPORT FORM

Required for all projects that were not 100% complete as of June 30th

Note: For projects completed before June 30th - a Final Report is required.
For projects completed after June 30th - either an Interim or Final Report is due.

TFCA Project No.: _____ TFCA \$ Awarded: \$ _____
Total Project Cost to Date: \$ _____
TFCA Funds Reimbursed to Date (Paid by Alameda CTC): \$ _____
Project Sponsor: _____
Project Title: _____
Percent Complete: _____ Project Start Date: _____
Current TFCA Expenditure Deadline: _____
Is a 1-year extension to the TFCA expenditure deadline requested? Yes: ____ No: ____
If yes, provide: (1) the reason and whether significant progress has been made on the project
(see footnote, below), and (2) revised project completion and final report dates:

TFCA County Program Manager (Alameda CTC) to complete this section:

Project Completion Date extended by Alameda CTC? Yes: ____ No: ____
Extended TFCA Expenditure Deadline: _____
Revised Anticipated Project Completion Date: _____
Revised Anticipated Date of Final Report Submission to Alameda CTC: _____
Has the amount of TFCA funds awarded changed in the past year? Yes: ____ No: ____
If yes, revised TFCA award: \$ _____
Explanation:

*In some cases, the County Program Manager may approve a schedule extension for a Project Sponsor to complete its project(s), if a determination is made that significant progress has been made pursuant to HSC 44242(d). See the applicable Agreement for details.

TFCA Project No. _____

Certifications:

A. Project Sponsor:

I, _____ (print name), certify that the information provided is complete and correct.

Signature

Title

____/____/____
Date

B. County Program Manager (Alameda CTC):

I, _____ (print name), to the best of my knowledge, certify that the information provided is complete and correct; and that if one or more extensions have been approved, that significant progress has been made on each project for which the funds were granted, pursuant to HSC 44242(d).

Signature

APPENDIX H-5

FINAL REPORT TO BAAQMD FOR TFCA-FUNDED PROJECTS

[See Attached]

Date _____

FINAL REPORT FORM 3 – BICYCLE PROJECTS
(Formerly titled "Project Monitoring Form 3 - Bicycle Projects")

For Bicycle Projects

TFCA Project # _____	Initial TFCA \$ Awarded: \$ _____
	Total TFCA \$ Awarded: \$ _____
Total TFCA Funds Expended by County Program Manager: \$ _____	
	Total Project Cost: \$ _____
Project Sponsor: _____	
Project Title: _____	
Contact: _____	
Phone: _____	Email: _____
Initial Project Start Date: _____	Project Completion Date: _____
Final Cost-Effectiveness Value (ACTC to complete): \$ _____ / ton (weighted)	

Complete the section(s) that applies to the type of project implemented. Use additional sheets as needed.

- 1. Project Description:** Provide a brief description of the project implemented. Include all applicable information if the scope of the project changed in any way since it was originally approved.

- 2. Monitoring Methodology:** Describe the methodology used to obtain the data listed below and explain any assumptions made to generate data. If a survey was performed, provide a copy of survey form and summary data.

3. Bicycle Paths, Lanes and Routes: Provide the following information for each project segment.

Segment Name (and limits)	Segment ADT (For Class 1, use nearest parallel st.)	Class (1, 2, or 3)	Segment Length (to nearest 0.1 mile)	If Gap Closure, Total Length of resulting facility	# Trips per Day (1-way)*

Note: Class 1 = off-street bicycle path, Class 2 = on-street bike lane, Class 3 = on-street bike route (no bike lane). For a project installing bike lanes on only one side of the road, the # Trips per Day should be halved.

3A. Provide the calculation used for the reported number of 1-way bike trips per day in the above table:

3B. If counts were conducted, report pre- and/or post-project bicycle count data in the below table:

Segment Name	Pre-Project Counts				Post-Project Counts			
	Date	# of Bikes	Time Period (from-to)	Trips per day (1-way)*	Date	# of Bikes	Time Period (from-to)	Trips per day (1-way)*

** For this table, the reported bike trips per day are to be based on count numbers and a reasonable estimate for the hours per day a facility is used.*

4. Bicycle Lockers and Racks:

	Location (street address, city, zip)	# Units Installed	Capacity per Unit	Cost per Unit	Avg. # Users/Day	# of Trips(1-way) Eliminated/Day*
Mechanical Lockers						
Electronic Lockers						
Regular Racks						
Racks on Buses						

** For eliminated car trips per day, lockers are assumed to eliminate a maximum of 100% of capacity. Racks are assumed to eliminate a maximum of 50% of capacity.*

5. Bicycle Purchase Projects: Provide information on bicycle usage.

Miles Traveled	Type of Bike	# of Hours of Usage	# Bikes Purchased	Cost per Bike

6. Other Requirements: Sponsor shall attach documentation for all assumptions and calculations used for all reported data, including applicable ridership, counts, and surveys or as required in the TFCA funding agreement, including documentation that the BAAQMD and Alameda CTC were credited as a funding source. List all report attachments below (add lines as needed):

- 1)
- 2)
- 3)
- 4)

7. Certifications:

A. Project Sponsor:

I, _____ (print name), certify that the information provided is complete and correct.

Project Sponsor Signature

Title

B. Program Manager (Alameda CTC):

I, _____ (print name), to the best of my knowledge, certify that the information provided is complete and correct.

County Program Manager Liaison Signature

____ Yes, the Final Cost-effective Worksheet is attached.

PROJECT FUNDING AGREEMENT
between
ALAMEDA COUNTY TRANSPORTATION COMMISSION
and the
CITY OF UNION CITY
for the
BICYCLE AND PEDESTRIAN MASTER PLAN UPDATE

This Project Funding Agreement (“AGREEMENT”), dated for reference purposes only as of April 27, 2017, is by and between ALAMEDA COUNTY TRANSPORTATION COMMISSION, a joint powers agency (“ALAMEDA CTC”), and the CITY OF UNION CITY, a public agency (“PROJECT SPONSOR”).

This AGREEMENT obligates funds from one or more ALAMEDA CTC administered funding programs as indicated below, and as further specified in Appendix A: Project Control Information and Appendix B: Alameda CTC Administered Funds Obligated by this AGREEMENT, for the PROJECT, as such term is defined in Recital K below.

- | | |
|--|--|
| <input checked="" type="checkbox"/> 2000 Measure B | <input type="checkbox"/> Transportation Fund for Clean Air |
| <input type="checkbox"/> 2014 Measure BB | <input type="checkbox"/> CMA TIP |
| <input type="checkbox"/> Vehicle Registration Fee | |

RECITALS

A. The voters of Alameda County, pursuant to the provisions of the Bay Area County Traffic and Transportation Funding Act, Public Utilities Code Section 131000, et seq., approved Measure B at the General Election held in November 1986, authorizing the collection of a one-half cent transaction and use tax over a fifteen (15)-year period to address major transportation needs and congestion in Alameda County and giving Alameda County Transportation Authority (“ACTA”) the responsibility for the administration of the proceeds of the tax along with other funds. The proceeds from the 1986 Measure B tax will be used to pay for investments as outlined in the 1986 Alameda County Transportation Expenditure Plan (“1986 TEP”), as it may be amended. Although collection of the 1986 Measure B tax ceased in 2002, a number of capital projects funded wholly or in part by 1986 Measure B funds will not be completed until 2018 or later.

B. The voters of Alameda County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, Public Utilities Code Section 180000, et seq., approved the reauthorization of Measure B at the General Election held on November 7, 2000, authorizing the collection of a one-half cent transaction and use tax that will be collected for twenty (20) years beginning April 1, 2002 and giving Alameda County Transportation Improvement Authority (“ACTIA”) responsibility for the administration of the proceeds of the tax along with other funds. The proceeds from the 2000 Measure B tax will be used to pay for investments as outlined in the 2000 Alameda County Transportation Expenditure Plan (“2000 TEP”), as it may be amended.

C. The voters of Alameda County, pursuant to Section 65089.20 of the Government Code, approved Measure F, the Vehicle Registration Fee (“VRF”), authorizing Alameda County Congestion Management Agency (“ACCMA”) to administer the proceeds from a \$10 per year vehicle registration fee on

each annual motor-vehicle registration or renewal of registration in Alameda County, starting in May 2011, six months following approval of Measure F. Vehicles subject to the VRF include all motorized vehicles, including passenger cars, light-duty trucks, medium-duty trucks, heavy-duty trucks, buses of all sizes, motorcycles, and motorized camper homes, unless vehicles are expressly exempted from the payment of the VRF.

D. By resolutions adopted by the ACTA and ACTIA Boards on June 24, 2010, all of ACTA's functions and responsibilities were assigned to, and accepted by, ACTIA. On that same date, the ACTIA and ACCMA Boards took the final actions to create ALAMEDA CTC, a joint powers authority with all responsibilities of ACTIA and ACCMA. Pursuant to resolutions adopted by the ACTIA and ACCMA Boards and the Commission of ALAMEDA CTC, ACCMA and ACTIA were terminated as of the close of business on February 29, 2012, with ALAMEDA CTC designated as the successor entity. All of its predecessors' functions and responsibilities have been assigned to, and accepted by, ALAMEDA CTC.

E. The voters of Alameda County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq., approved Measure BB at the General Election held on November 4, 2014, authorizing the extension of an existing one-half of one percent transaction and use tax scheduled to terminate on March 31, 2022, and the augmentation of the tax by one-half of one percent, and giving ALAMEDA CTC responsibility for the administration of the proceeds of the 2014 Measure BB tax. The duration of the 2014 Measure BB tax will be 30 years from the initial year of collection, which began April 1, 2015, with said tax to terminate/expire on March 31, 2045. The proceeds from the 2014 Measure BB will be used to pay for investments as outlined in the 2014 Alameda County Transportation Expenditure Plan ("2014 TEP"), as it may be amended.

F. As the Transportation Fund for Clean Air ("TFCA") Program Manager in Alameda County, ALAMEDA CTC annually programs 40 percent of the TFCA funds collected in Alameda County. ALAMEDA CTC will receive these funds from the Bay Area Air Quality Management District ("BAAQMD"), and will then reimburse these funds to eligible project sponsors.

G. ALAMEDA CTC is continuing the implementation of the CMA Exchange Program, originally established by the ACCMA, for the purpose of providing local or otherwise unrestricted funds to ALAMEDA CTC for use in projects and programs adopted into the CMA Transportation Improvement Program ("CMA TIP") by ALAMEDA CTC.

H. The funding programs administered by ALAMEDA CTC and available for projects and programs that benefit the Alameda County transportation system, consisting of 1986 Measure B, 2000 Measure B, 2014 Measure BB, VRF, TFCA, and CMA TIP, are collectively defined as and shall be referenced as the "ALAMEDA CTC ADMINISTERED FUNDS" herein.

Direct Local Distribution ("DLD") funding distributed pursuant to 2000 Measure B, VRF and 2014 Measure BB is covered by separate agreements between ALAMEDA CTC and DLD recipients.

I. Measure B, Measure BB, VRF, and TFCA funds obligated by this Agreement shall be programmed, allocated, and expended for the purpose defined and in accordance with the provisions set forth in the applicable transportation expenditure plans, or the BAAQMD-approved TFCA County Program Manager Policies.

J. ALAMEDA CTC programs and allocates ALAMEDA CTC ADMINISTERED FUNDS through the ALAMEDA CTC Comprehensive Investment Plan (“CIP”) that is updated periodically to summarize the programming and allocations of ALAMEDA CTC ADMINISTERED FUNDS, and the policies, procedures and requirements related to the expenditure of ALAMEDA CTC ADMINISTERED FUNDS.

K. The PROJECT SPONSOR is implementing a project or program (“PROJECT”) that is eligible for ALAMEDA CTC ADMINISTERED FUNDS. The PROJECT and the strategy to implement the PROJECT are described in greater detail in Appendix A: Project Control Information.

L. This AGREEMENT obligates funds from one or more of ALAMEDA CTC administered funding programs as specified in Appendix B: Alameda CTC Administered Funds Obligated by this Agreement, for the PROJECT and the phase(s) described in Appendix A: Project Control Information. ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are available to reimburse eligible costs incurred by PROJECT SPONSOR for the PROJECT and the phase(s) described in Appendix A: Project Control Information.

M. The issuance of bonds or another financing mechanism are possible funding options as part of ALAMEDA CTC administered funding programs to meet cash flow requirements of each individual program based on current schedule and project delivery information.

NOW, THEREFORE, it is agreed by and between the parties as follows:

SECTION I

PROJECT SPONSOR AGREES:

1. PROJECT SPONSOR shall implement the PROJECT in accordance with all requirements in this AGREEMENT and the following appendices attached hereto and incorporated herein by reference.

- a. Appendix A: Project Control Information
- b. Appendix B: Alameda CTC Administered Funds Obligated by this Agreement
- c. Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements
- d. Appendix D: Alameda CTC Funding Shift Approval Form
- e. Appendix E: Local Business Contract Equity Program
- f. Appendix F: Task Deliverables and Due Dates
- g. Appendix G: Project Performance Measures
- h. Appendix H: Transportation Fund for Clean Air Policies and Requirements

2. PROJECT SPONSOR shall perform the necessary work associated with the PROJECT required to implement PROJECT as described in Appendix A: Project Control Information.

3. PROJECT SPONSOR shall inform ALAMEDA CTC in writing of any changes to the information contained in Appendix A: Project Control Information as soon as PROJECT SPONSOR becomes

aware of such changes. Per Section III.2, any changes that require an amendment to this AGREEMENT must be approved by ALAMEDA CTC prior to the PROJECT SPONSOR implementing the change.

4. PROJECT SPONSOR shall commit to the timing of ALAMEDA CTC ADMINISTERED FUNDS as described in Appendix B: Alameda CTC Administered Funds Obligated by this Agreement.

5. PROJECT SPONSOR shall expend ALAMEDA CTC ADMINISTERED FUNDS received under this AGREEMENT in accordance with all applicable provisions of law and shall return to ALAMEDA CTC all funds that are not expended in accordance with all applicable provisions of law.

6. PROJECT SPONSOR shall be responsible for costs in excess of the total of the funding obligations shown in Appendix A: Project Control Information. Costs in excess of the total of the funding obligations will not be reimbursed with ALAMEDA CTC ADMINISTERED FUNDS unless this AGREEMENT is amended or the parties execute separate agreement for a subsequent phase of the PROJECT.

7. PROJECT SPONSOR shall return to ALAMEDA CTC, on a pro-rated basis, funds realized from the sale of any vehicle(s) purchased with ALAMEDA CTC ADMINISTERED FUNDS, if the sale of the vehicle(s) is completed prior to the last day of the last year listed as the PROJECT'S "Years of Effectiveness" as shown in either Appendix A: Project Control Information or Appendix H: Transportation Fund for Clean Air Policies and Requirements. The amount of funds returned to ALAMEDA CTC shall be proportional to the percentage of ALAMEDA CTC ADMINISTERED FUNDS originally used to purchase the vehicle(s).

8. PROJECT SPONSOR staff costs for any local agency, which receives DLD funding, shall not be eligible for reimbursement from ALAMEDA CTC ADMINISTERED FUNDS allocated to the PROJECT. These costs can be included in the total cost and funding amounts for the purposes of the cost and risk sharing provisions of this AGREEMENT, but PROJECT SPONSOR staff costs shall not be eligible for reimbursement by ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT, unless specifically identified as eligible in Appendix A: Project Control Information.

9. Fringe benefits for PROJECT SPONSOR staff time shall not exceed a maximum mark-up rate of 70% of the hourly wage, and shall be based on an audited rate provided by PROJECT SPONSOR. PROJECT SPONSOR staff costs may include the individual's actual hourly wage rate plus an approved fringe benefit of no more than 70% of the hourly wage, and may include direct costs including contracts for services, such as legal counsel, that are considered an extension of the PROJECT SPONSOR'S staff.

10. Overhead, or "indirect," costs associated with PROJECT SPONSOR staff time are not eligible for the ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT, and shall not be included in the total eligible PROJECT cost calculations used to determine the ALAMEDA CTC ADMINISTERED FUNDS share of such total eligible PROJECT costs.

11. The cost of maintenance, security, or protection performed by PROJECT SPONSOR or third-party contractors during any temporary suspension of activities associated with the PROJECT will not be considered an eligible cost for reimbursement by ALAMEDA CTC.

12. PROJECT SPONSOR shall advertise, award and administer any professional services contract for PROJECT work not performed by PROJECT SPONSOR.

13. PROJECT SPONSOR shall invite ALAMEDA CTC staff to participate as a voting member of PROJECT SPONSOR's selection panels for the selection of professional consultants, and furnish copies of the professional services contracts to ALAMEDA CTC for ALAMEDA CTC's review and approval prior to approval by the PROJECT SPONSOR on contracts utilizing Measure B and Measure BB funds.

14. All contracts approved by PROJECT SPONSOR funded wholly or in part by funds authorized by Measure B, Measure BB, and Vehicle Registration Fee administered by ALAMEDA CTC are required to comply with ALAMEDA CTC's Local Business Contract Equity Program as referenced in Appendix E: Local Business Contract Equity Program. To the extent that the procurement of a contract is not required to include the contract goals specified in ALAMEDA CTC's Local Business Contract Equity Program, PROJECT SPONSOR shall not be relieved from the responsibility of reporting LBE/SLBE/VLSBE participation in the contract. PROJECT SPONSOR shall provide this data as required with any request for reimbursement submitted to ALAMEDA CTC.

15. PROJECT SPONSOR shall require that professional services consultants, construction services contractors, volunteer service individuals involved with the PROJECT, and any other contractors or subcontractors name ALAMEDA CTC, its governing body, officers, employees and consultants as additional insured on all appropriate insurance required by PROJECT SPONSOR for PROJECT. PROJECT SPONSOR shall submit to ALAMEDA CTC current insurance documentation on all appropriate insurance required by PROJECT SPONSOR for PROJECT. If this AGREEMENT includes any TFCA funds, PROJECT SPONSOR shall comply with the insurance requirements specified in Appendix H: Transportation Fund for Clean Air Policies and Requirements.

16. PROJECT SPONSOR shall provide ALAMEDA CTC with periodic (i.e., monthly, quarterly or semi-annually) progress reports. The required progress reporting frequency schedule and forms are provided in Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements. Progress reports are due by the last day of each calendar month following the established reporting period in which the work was performed. These reports shall describe the current status of the PROJECT, actions taken, total costs incurred, reimbursable costs incurred during the previous month; actions expected to be taken during the next month; an updated schedule with estimated completion date, scope changes, project-related issues, notices of potential claims, general project issues, contract change orders, performance reporting, reporting of DBE, LBE, SLBE and VLSBE participation from prime and first tier subconsultants as applicable, and any additional relevant information requested by ALAMEDA CTC.

17. PROJECT SPONSOR shall submit to ALAMEDA CTC a Request for Reimbursement in accordance with the minimum required invoicing frequency established for the PROJECT, but not more than one such request per month, for reimbursement of eligible PROJECT costs and expenses incurred by PROJECT SPONSOR. The required minimum invoicing frequency and invoice forms are provided in Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements. If PROJECT SPONSOR does not incur any reimbursable expenses during the minimum invoicing period, in lieu of submitting an invoice, PROJECT SPONSOR shall submit a letter or a statement as part of the required progress report for the same period confirming that no reimbursable costs were incurred during the given period. If PROJECT SPONSOR is requesting reimbursement for costs incurred as a result of a contract or agreement with a third party that contains a contract amount of \$50,000 or greater in value, e.g. a consultant, contractor or other entity,

PROJECT SPONSOR shall submit an electronic copy of the fully executed contract or agreement to ALAMEDA CTC (upon ALAMEDA CTC's request) prior to ALAMEDA CTC authorizing reimbursement of such costs. Each Request for Reimbursement shall also include detailed supporting documentation for the total PROJECT costs with the reimbursable portion of the total costs clearly identified. Supporting documentation for the Request for Reimbursement packages includes copies of invoices from vendors, consultants, or contractors and summaries of eligible PROJECT SPONSOR staff time charges. PROJECT SPONSOR may suggest an alternative method, subject to approval in advance by ALAMEDA CTC, to document staff costs charged to the PROJECT.

18. PROJECT SPONSOR shall provide a Parcel and Utility Agreement Tracking Log in a format approved by ALAMEDA CTC upon ALAMEDA CTC's request, if the PROJECT includes the acquisition of right of way and/or the relocation or protection of utility facilities. PROJECT SPONSOR shall also provide a monthly update of the right-of-way acquisition plan to ALAMEDA CTC.

19. PROJECT SPONSOR shall keep in one central location all necessary PROJECT records to demonstrate compliance with this AGREEMENT, including documentation of activities, performance, progress reports, final report, expenses and charges to support invoices submitted to ALAMEDA CTC and other PROJECT reporting requirements as described in Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements for a period of not less than five (5) years after ALAMEDA CTC's payment of the final invoice and the PROJECT SPONSOR's submittal of the Final Report for ALAMEDA CTC ADMINISTERED FUNDS under this AGREEMENT.

- a. PROJECT SPONSOR and PROJECT SPONSOR's contractors and subcontractors shall each maintain and make available for inspection and audit all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts.
- b. PROJECT SPONSOR shall allow ALAMEDA CTC or its authorized representatives to inspect, audit, or make copies of any PROJECT records for a period of five (5) years after ALAMEDA CTC's payment of the final invoice and the PROJECT SPONSOR's submittal of the Final Report. The same access shall also be granted to BAAQMD or its authorized representatives for TFCA funds obligated by this AGREEMENT.

20. PROJECT SPONSOR shall comply with all of the following publicity requirements under Section I.20 to inform the public on the use of ALAMEDA CTC ADMINISTERED FUNDS on the PROJECT.

- a. PROJECT SPONSOR shall credit ALAMEDA CTC as a funding source and display the approved ALAMEDA CTC logo, where practical, on construction informational signs, vehicles or equipment operated or obtained as part of the PROJECT, and on any publicly distributed information (e.g., fact sheets, flyers, brochures, maps, schedules, websites, press releases), created for or associated with the PROJECT. For TFCA funding obligated through this AGREEMENT, SPONSOR shall also credit the BAAQMD as a funding source and display the BAAQMD-approved TFCA logo.

- b. PROJECT SPONSOR shall provide updated and accurate PROJECT information on the PROJECT SPONSOR's website, or create such a website if none exists, and provide a link to ALAMEDA CTC website.
 - c. PROJECT SPONSOR shall publish an article in a printed or electronically distributed publication such as a newsletter, local newspaper, e-publications, or website highlighting the PROJECT and the use of ALAMEDA CTC ADMINISTERED FUNDS at least once per fiscal year. For TFCA funding obligated through this AGREEMENT, SPONSOR shall also credit the BAAQMD as a funding source.
 - d. PROJECT SPONSOR shall document compliance with the publicity requirements and furnish such documentation upon request, and regularly through the progress and final reporting required by this AGREEMENT, through evidence such as photos of construction and vehicle signage, copies of print, electronic and other media published to satisfy this requirement. For TFCA funding obligated through this AGREEMENT, SPONSOR shall also document that the BAAQMD was credited as a funding source and the BAAQMD-approved TFCA logos were displayed.
 - e. PROJECT SPONSOR shall notify ALAMEDA CTC and request an exemption as soon as it is reasonably known that the PROJECT SPONSOR is unable to fulfill the requirements under Section I.20 due to extraordinary circumstances.
21. PROJECT SPONSOR shall, to the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act (California Government Code section 6250 et seq.), place in the public domain any software, written document, or other product developed with ALAMEDA CTC ADMINISTERED FUNDS received through this AGREEMENT.
22. PROJECT SPONSOR shall participate, upon the request of ALAMEDA CTC, in a Public Awareness Program in partnership with ALAMEDA CTC and/or its community advisory committees as a means of informing the public of the benefits being derived from the use of ALAMEDA CTC ADMINISTERED FUNDS.
23. PROJECT SPONSOR shall obtain all state, local and federal permits and approvals for work, including environmental approvals in accordance with the National Environment Policy Act (NEPA) and the California Environmental Quality Act (CEQA), as applicable. PROJECT SPONSOR will comply with all applicable state and federal laws and regulations. A list of permitting agencies, required agreements and coordinating agencies is included in Appendix A: Project Control Information.
24. PROJECT SPONSOR shall render a report or answer any and all inquiries, upon ALAMEDA CTC's request, in regard to its receipt, compliance audit findings, and usage of its funds before the ALAMEDA CTC Commission, Independent Watchdog Committee, and/or community advisory committees, as applicable.
25. For TFCA funds obligated by this AGREEMENT, a PROJECT SPONSOR who has failed a BAAQMD financial or performance audit for the PROJECT will be excluded from receiving an award of any TFCA funds for five (5) years from the date of BAAQMD's final audit determination. Existing TFCA funds

already awarded to the SPONSOR will not be released until all audit recommendations and remedies have been satisfactorily implemented. A failed BAAQMD financial audit means a final audit report that includes an uncorrected audit finding that confirms an ineligible expenditure of TFCA funds. A failed BAAQMD performance audit means that the PROJECT was not implemented in accordance with the AGREEMENT. SPONSOR shall be afforded a reasonable amount of time to address/cure adverse audit findings.

26. For TFCA funds obligated by this AGREEMENT, PROJECT SPONSOR shall return to ALAMEDA CTC, on a pro-rated basis, TFCA funds received under this Agreement if PROJECT is not maintained and/or operated throughout and at least until the conclusion of its "Years of Effectiveness" as shown in Appendix H: Transportation Fund for Clean Air Policies and Requirements.

27. For TFCA funds obligated by this AGREEMENT, PROJECT SPONSOR shall submit a TFCA Final Report to the ALAMEDA CTC. The required content for the TFCA Final Report is identified in the TFCA Final Report Form, included in Appendix H.

SECTION II

ALAMEDA CTC AGREES:

1. ALAMEDA CTC shall make a good faith effort to provide all ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT.
2. ALAMEDA CTC shall assist PROJECT SPONSOR when able, upon request and as necessary, in resolving issues related to the PROJECT.
3. ALAMEDA CTC shall provide a copy of its approved logo for PROJECT SPONSOR to use as required by this AGREEMENT.
4. ALAMEDA CTC shall provide notice to the PROJECT SPONSOR of any and all expenditures made by PROJECT SPONSOR, which are not in compliance with the AGREEMENT or the applicable ALAMEDA CTC ADMINISTERED FUNDS promptly after ALAMEDA CTC becomes aware of any such expenditures.
5. ALAMEDA CTC shall provide timely notice to PROJECT SPONSOR prior to conducting an audit of expenditures made by PROJECT SPONSOR to determine whether such expenditures are in compliance with this agreement or the applicable ALAMEDA CTC ADMINISTERED FUNDS.

SECTION III

IT IS MUTUALLY AGREED AS FOLLOWS:

1. That obligations of ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT may be shifted between the phases of the PROJECT covered by this AGREEMENT, or between activities in the same phase of the PROJECT, provided that PROJECT SPONSOR: (A) obtains ALAMEDA CTC's prior written approval through completion and submittal to ALAMEDA CTC of the form in Appendix D: Alameda CTC

Funding Shift Approval Form, and (B) provides a revised and updated Appendix A: Project Control Information to ALAMEDA CTC which reflects the requested shift of the funding obligations authorized by this AGREEMENT and demonstrates that the phase or activity from which the funds were shifted remains fully funded. Alternatively, ALAMEDA CTC ADMINISTERED FUNDS may be shifted through an amendment to this AGREEMENT executed by the parties, which amendment shall incorporate a revised and updated Appendix A as described above.

2. ALAMEDA CTC and the PROJECT SPONSOR may jointly authorize an “Administrative Amendment” for any minor schedule revisions, deliverables, or budget revisions that do not increase the total ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT. Any change in the PROJECT scope of work must be approved by ALAMEDA CTC prior to implementation of the change by the PROJECT SPONSOR. Administrative amendment requests sent to ALAMEDA CTC must include a revised Appendix A: Project Control Information which reflects the requested changes by the PROJECT SPONSOR.

3. For the purposes of this AGREEMENT, (i) a “Contract” shall mean and refer to a third party agreement with the PROJECT SPONSOR for services related to PROJECT, including agreements with another public agency, consultant firm, contractor or entity; (ii) “PROJECT SPONSOR Staff” costs include costs related to staff dedicated directly to management, oversight, or development work on the project and may include direct costs including contracts for services, such as legal counsel, that are considered an extension of PROJECT SPONSOR Staff; (iii) “Capital” with respect to any Right-of-Way Capital phase shall mean and refer to the cost to acquire real property, access rights and other property interests; and (iv) “Agreement Expiration Date” shall mean and refer to the expiration date of this AGREEMENT.

4. Funds expended for work directly related to the phases of the PROJECT covered by this AGREEMENT prior to the applicable allowable start date identified in Appendix B: Alameda CTC Administered Funds Obligated by this Agreement will not be considered for reimbursement pursuant to this AGREEMENT. In all cases, reimbursable costs will be limited to those costs shown in Appendix A: Project Control Information, to be funded by ALAMEDA CTC as shown in Appendix B: Alameda CTC Administered Funds Obligated by this Agreement.

5. ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are subject to fund availability and any new requirements and policies imposed by ALAMEDA CTC. The AGREEMENT shall be amended, as necessary, to reflect the applicable requirements.

6. If additional local, state or federal funding is obtained to partially offset ALAMEDA CTC ADMINISTERED FUNDS planned for the PROJECT, ALAMEDA CTC ADMINISTERED FUNDS will not be transferred from the PROJECT until after it is ensured that all phases of the PROJECT can be fully delivered. ALAMEDA CTC ADMINISTERED FUNDS offset by additional local, state or federal funding shall be available for PROJECT only after all other funding planned for PROJECT, as described in Appendix A: Project Control Information, has been committed and/or encumbered to the PROJECT.

7. Should any portion of PROJECT be financed with federal or state funds, all applicable laws, rules and policies relating to the use of such funds shall apply, notwithstanding other provisions of this AGREEMENT.

8. For TFCA funds obligated by this AGREEMENT, this AGREEMENT is subject to the current BAAQMD-approved TFCA County Program Manager Fund Policies included in Appendix H: Transportation Fund for Clean Air Policies and Requirements and any new requirements imposed by the BAAQMD upon ALAMEDA CTC with respect to the TFCA funds distributed hereunder. ALAMEDA CTC will only distribute TFCA funds under this AGREEMENT to the extent the documented project costs are eligible under the applicable BAAQMD TFCA Policies.

9. The laws of the State of California shall govern this AGREEMENT.

10. All correspondence and communications will contain ALAMEDA CTC project number and name for PROJECT in a clearly identifiable location. For projects with TFCA funds obligated by this AGREEMENT, all correspondence and communications will also contain the TFCA project number as identified in Appendix H: Transportation Fund for Clean Air Policies and Requirements.

11. ALAMEDA CTC reserves the right to conduct technical and financial audits of PROJECT work and records when determined to be necessary or appropriate and PROJECT SPONSOR agrees, and shall require its contractors and subcontractors to agree, to cooperate with ALAMEDA CTC by making all appropriate and relevant PROJECT records promptly available for audit and copying.

12. PROJECT costs incurred by PROJECT SPONSOR are only eligible for reimbursement on a pro-rated basis unless specifically provided for in Appendix A: Project Control Information, and PROJECT SPONSOR is expected to concurrently seek reimbursement from the other sources shown in Project A: Project Control Information. Pro-rated basis, as used herein, equals the amount of ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT to a phase, divided by the total funding for the phase, as shown in Appendix A: Project Control Information. For any Request for Reimbursement which includes such expenditures, PROJECT SPONSOR shall (i) report the total expenditures during the reimbursement period, (ii) indicate the percentage of the total expenditures for the phase expected to be funded by ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT, and (iii) request reimbursement for the dollar amount which equals the product of such total expenditures and such percentage. For TFCA funds obligated by this AGREEMENT, in the event reimbursement requests are greater than available funds due to delays in ALAMEDA CTC's receipt of revenue from BAAQMD, available funds will be reimbursed to PROJECT SPONSOR based on the percentage that the PROJECT cost bears to ALAMEDA CTC's overall TFCA program revenue total until such time full funding is available.

13. ALAMEDA CTC approval of PROJECT SPONSOR submitted Requests for Reimbursement will be contingent on the submittal of progress reports and deliverables by PROJECT SPONSOR as required by this AGREEMENT. In the event that progress reports and deliverables are not complete and current, approval of Requests for Reimbursement shall be withheld until an acceptable remedy has been implemented and approved by ALAMEDA CTC. If PROJECT SPONSOR fails to submit the required deliverables or otherwise fails to meet the reporting and invoicing requirements of this AGREEMENT, ALAMEDA CTC may deobligate funds from the PROJECT and this AGREEMENT. Not less than thirty (30) days prior to the effective date of any such action, ALAMEDA CTC will endeavor to notify PROJECT SPONSOR in writing that the required deliverables, invoicing and reporting is overdue.

14. Request for Reimbursements submitted after the Agreement Expiration Date identified on Appendix B: Alameda CTC Administered Funds Obligated by this AGREEMENT will not be considered for

reimbursement by ALAMEDA CTC unless an exception is requested by the PROJECT SPONSOR no less than sixty (60) days before the Agreement Expiration Date, and the exception is approved by ALAMEDA CTC. ALAMEDA CTC will deobligate any remaining ALAMEDA CTC ADMINISTERED FUNDS from PROJECT and this AGREEMENT.

15. Each Right-of-Way transaction which is funded either wholly or in part with ALAMEDA CTC ADMINISTERED FUNDS shall be subject to repayment or reimbursement to ALAMEDA CTC under ALAMEDA CTC Policies in effect as of the effective date of this AGREEMENT, irrespective of the party holding title to the real estate which is the subject of the Right-of-Way transaction in question. The parties agree that Section III.16(a) through Section III.16(f), the provisions of which are intended to provide further detail regarding the application of such Policies, shall govern the extent to which such repayment is required and the conditions applicable to any such repayment. If such Policies are amended after the effective date of this AGREEMENT by ALAMEDA CTC, the PROJECT SPONSOR and ALAMEDA CTC shall execute an amendment to this AGREEMENT which incorporates the applicable terms of such revised Policies.

16. For the purposes of the following provisions, “ALAMEDA CTC Share” shall mean the percentage share of the original property purchase price funded by ALAMEDA CTC ADMINISTERED FUNDS (i.e., if the purchase was fully funded by ALAMEDA CTC ADMINISTERED FUNDS, ALAMEDA CTC Share shall equal 100%); any appraisal required under Section III.16(a) and Section III.16(f) only, shall be conducted at no cost to ALAMEDA CTC; “Fair Market Value” of a given property shall mean the net proceeds from the sale of such property if such sale occurs in an open market transaction or by auction, or the value of the property determined by an independent third-party appraisal of the property if some or all of the property is retained by PROJECT SPONSOR or otherwise transferred to any other party without an auction or open market transaction; and “CPI” means the Consumer Price Index, All Items for All Urban Consumers, San Francisco-Oakland, San Jose, CA.

- a. If any property is acquired for the PROJECT using ALAMEDA CTC ADMINISTERED FUNDS to finance some or all of the acquisition, and the PROJECT is cancelled or otherwise does not begin construction within three (3) years after the effective date of AGREEMENT (as such deadline may be extended by agreement between the parties hereto), then PROJECT SPONSOR shall, within one (1) year after such cancellation decision or the expiration of such three (3) year period, reimburse ALAMEDA CTC for the greater of the following: ALAMEDA CTC Share of the property’s Fair Market Value or the full amount of ALAMEDA CTC ADMINISTERED FUNDS used to acquire the property, as escalated by the increase in the CPI during the most recent period for which CPI data is available which is equal in length to the period between the date ALAMEDA CTC ADMINISTERED FUNDS were paid to PROJECT SPONSOR and the date reimbursement is made to ALAMEDA CTC.
- b. If any property is acquired for the PROJECT using ALAMEDA CTC ADMINISTERED FUNDS to finance some or all of the acquisition and only a portion of the acquired property is required for the PROJECT, and if the PROJECT begins construction within three (3) years after the effective date of this AGREEMENT (as such deadline may be extended by agreement between the parties hereto), then PROJECT SPONSOR shall, within one (1) year after PROJECT completion, reimburse ALAMEDA CTC for ALAMEDA CTC Share of the Fair Market Value of any property determined to be “excess property” after the completion of the PROJECT and disposal of the “excess property.”

- c. If the PROJECT begins construction within three (3) years after the effective date of this AGREEMENT (as such deadline may be extended by agreement between the parties hereto), then except as provided in subparagraph (iv) below, no reimbursement is due with respect to any property interest acquired for the project using ALAMEDA CTC ADMINISTERED FUNDS if the entirety of the acquired property is required for the PROJECT.
 - d. If PROJECT SPONSOR anticipates receiving net revenues (i.e., rental or other income generated by the property, less reasonable costs for insurance, maintenance and related items) from any property acquired using ALAMEDA CTC ADMINISTERED FUNDS, PROJECT SPONSOR shall notify ALAMEDA CTC on how PROJECT SPONSOR will use such revenue to offset other project costs, and document such revenue separately in project reimbursement requests.
 - e. If PROJECT is suspended, PROJECT SPONSOR shall pay all property management costs.
 - f. Property that is required for the PROJECT and acquired wholly or in part with ALAMEDA CTC ADMINISTERED FUNDS shall be available for PROJECT construction within ten (10) years of ALAMEDA CTC reimbursement to the PROJECT SPONSOR. If, after ten (10) years, PROJECT has not been completed, PROJECT SPONSOR shall reimburse ALAMEDA CTC Share of the fair market value of the property, based on the net proceeds from the sale of the property or an appraisal of the property conducted at no cost to ALAMEDA CTC, within one (1) year after the expiration of this ten (10) year period.
17. If condemnation procedures are required to obtain possession to Right-of-Way, ALAMEDA CTC will consider the required deposit as an eligible cost and reimburse the PROJECT SPONSOR upon request. If the amount of ALAMEDA CTC reimbursement to the PROJECT SPONSOR is higher than ALAMEDA CTC Share of the amount of settlement in the final order of condemnation, the PROJECT SPONSOR shall pay ALAMEDA CTC the difference between the amount reimbursed and ALAMEDA CTC Share of the amount settled plus ALAMEDA CTC Share of the interest accrued to the deposit account.
18. PROJECT SPONSOR shall not initiate condemnation of any property until full funding for the construction of the PROJECT has been secured.
19. Reimbursement to PROJECT SPONSOR by ALAMEDA CTC for PROJECT Right-of-Way is limited to the following:
- a. The cost to purchase all real property required for the PROJECT free and clear of liens and/or conflicting easements, including the costs for preparation of documents, negotiations and legal services.
 - b. The cost of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.
 - c. The cost of relocation payments and services provided to owners and occupants pursuant to the appropriate State laws and regulations (and net of any relocation payments provided by

other sources) when the PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

- d. The cost of demolition and/or the sale of all improvements on the right-of-way. Proceeds from the sale of any such improvements shall be credited to the PROJECT and used to offset PROJECT costs.
- e. The cost of all unavoidable utility relocation, protection or removal necessary for the completion of the PROJECT.
- f. The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which PROJECT SPONSOR accepts responsibility and where the actual generator cannot be identified and recovery made.

20. If PROJECT SPONSOR materially breaches this AGREEMENT, including but not limited to failing to deliver the PROJECT within the schedule defined by this AGREEMENT without compelling reason, failing to file required progress reports in the time specified by this AGREEMENT, or failing to comply with applicable regulations, ALAMEDA CTC may either terminate this AGREEMENT or suspend payments to PROJECT SPONSOR until such time as PROJECT SPONSOR makes reasonable efforts to comply with this AGREEMENT.

21. Neither ALAMEDA CTC, nor its governing body or any officer, consultant, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by PROJECT SPONSOR in connection with the PROJECT. It is also understood and agreed, pursuant to Government Code Section 895.4, PROJECT SPONSOR shall fully defend, protect, indemnify and hold harmless ALAMEDA CTC, its governing body, and all its officers, employees, agents, representatives, and successors-in-interest, against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury (as defined in Government Code Section 810.8) or damages occurring by reason of anything done or omitted to be done by PROJECT SPONSOR in connection with PROJECT, including the performance of the PROJECT or operation or use of the equipment that is subject to this AGREEMENT. If TFCA funds are obligated by this AGREEMENT, PROJECT SPONSOR shall also fully defend, protect, indemnify and hold harmless BAAQMD, its governing body, and all its officers, employees, agents, representatives, and successors-in-interest, from any liability imposed on BAAQMD for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by PROJECT SPONSOR in connection with PROJECT.

22. Neither PROJECT SPONSOR, nor its governing body or any officer, consultant, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by ALAMEDA CTC under or in connection with any work, authority or jurisdiction delegated to ALAMEDA CTC under this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, ALAMEDA CTC shall fully defend, protect, indemnify and hold harmless PROJECT SPONSOR, its governing body, and all its officers, employees, agents, representatives, and successors-in-interest, against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury (as defined in Government Code Section 810.8) or damages occurring by reason of anything done or omitted to be done by ALAMEDA CTC in connection with PROJECT, including the performance of the PROJECT or operation or use of the equipment that is subject to this AGREEMENT.

23. Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties not party to this AGREEMENT. This AGREEMENT gives no rights or benefits to anyone other than ALAMEDA CTC and PROJECT SPONSOR and has no third-party beneficiaries.

24. All legal actions by either party against the other arising from this AGREEMENT, or for the failure to perform in accordance with the applicable standard of care, or for any other cause of action, will be subject to the statutes of limitations of the State of California.

25. Should it become necessary to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to recover reasonable expenses and attorney's fees from the other party.

26. This AGREEMENT shall terminate upon the Agreement Expiration Date identified in Appendix B: Funds Obligated by this AGREEMENT unless this AGREEMENT is extended by mutual agreement of the parties. Notwithstanding the foregoing, Sections III.21 and Section III.22 shall survive the termination or expiration of this AGREEMENT.

27. This AGREEMENT, including its Recitals and Appendices, constitutes the entire AGREEMENT. This AGREEMENT may be changed only as allowed in Sections III.1 and Section III.2 of this AGREEMENT or by a written amendment executed by both parties.

[Signatures on the next page]

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Note: Appendix H is only included and attached to this AGREEMENT if TFCA funds are obligated and applicable to AGREEMENT.

APPENDIX A

PROJECT CONTROL INFORMATION

Appendix Index

Appendix A-1	Project Description
Appendix A-2	Project Phase Descriptions
Appendix A-3	Project Milestone Schedule
Appendix A-4	Project Responsibility Checklist
Appendix A-5	Project Funding Summary by Phase and Fund Source
Appendix A-6	Project Phase Cost Detail and Special Considerations
Appendix A-7	Permits/Agreements/Coordinating Agencies

APPENDIX A-1

PROJECT DESCRIPTION

Project Title: Bicycle and Pedestrian Plan Master Plan Update

Project Description:

The project includes the update of the City of Union City's Bike and Pedestrian Master Plan. The Master Plan update will ensure consistency with the current local needs of Union City residents and in coordination with other Countywide Bicycle and Pedestrian Plans.

APPENDIX A-2

PROJECT PHASE DESCRIPTIONS

The ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are to support the project phase(s) identified and described below:

PLANNING/SCOPING

- Update of the City of Union City's Bicycle and Pedestrian Master Plan, last updated in 2006.
- Master Plan will look at the latest design and advancements in bike lanes, bike lane buffers and pedestrian facilities.

APPENDIX A-3
PROJECT MILESTONE SCHEDULE

Phase/Milestone	Target Period (Mo/Yr)
Complete Scope of Work	01/18
Release Request for Proposal for Consultant Work	01/18
Begin Consultant Work – Notice to Proceed	03/18
Draft Plan Complete	09/18
Final Plan Complete	03/19
Master Plan Adoption	04/19

APPENDIX A-4

PROJECT RESPONSIBILITY CHECKLIST

Project Responsibility Checklist: The table below identifies specific project responsibilities of the ALAMEDA CTC and the PROJECT SPONSOR for implementing the PROJECT contained in this AGREEMENT.

Appendix A-4 is not applicable to this AGREEMENT.

APPENDIX A-5

PROJECT FUNDING SUMMARY BY PHASE AND FUND SOURCE

PROJECT FUNDING SUMMARY BY PHASE AND FUND SOURCE				
PHASE	Alameda CTC Administered Funds	Other Funds	Total Funding	Reimbursement Ratio Percentage
	2000 Measure B Disc-BP			
Planning/Scoping	\$ 150,000	\$ 150,000	\$ 300,000	50.00%
Total Funding	\$ 150,000	\$ 150,000	\$ 300,000	

Notes:

1. PROJECT SPONSOR shall be reimbursed eligible costs in the percentage of Total ALAMEDA CTC ADMINISTERED FUNDS to Total Funding per the Reimbursement Ratio Percentage for each phase. Each Alameda CTC Administered Fund amount identified is a not-to-exceed amount. The Reimbursement Ratio is defined as ALAMEDA CTC ADMINISTERED FUNDS over the Total Funding.
2. ALAMEDA CTC ADMINISTERED FUNDS consists of \$150,000 in 2000 Measure B Discretionary Bicycle and Pedestrian Funds.

APPENDIX A-6
PROJECT PHASE COST DETAIL

This Project Phase Cost Detail summarizes the total cost for each phase with ALAMEDA CTC ADMINISTERED FUNDS obligated in this AGREEMENT.

PROJECT PHASE COST DETAIL			
PLANNING/SCOPING	2000 Measure B	Other Local	Total Cost
SPONSOR STAFF COSTS			
Sponsor Staff Time	\$ -	\$ -	\$ -
Sponsor Direct Costs	\$ -	\$ -	\$ -
Sub-total Sponsor Staff Cost	\$ -	\$ -	\$ -
CONTRACT COSTS			
Planning/Scoping	\$ 150,000	\$ 150,000	\$ 300,000
Sub-total Contract Cost	\$ 150,000	\$ 150,000	\$ 300,000
Total Phase Cost <i>(Staff + Contract Costs)</i>	\$ 150,000	\$ 150,000	\$ 300,000

APPENDIX A-7

PERMITS/AGREEMENTS/COORDINATING AGENCIES

A list of permitting agencies, required agreements and coordinating agencies is included in this appendix.

Per Section I.23 of this AGREEMENT, PROJECT SPONSOR shall obtain all state, local and federal permits and approvals for work, including environmental approvals in accordance with the National Environment Policy Act (NEPA) and the California Environmental Quality Act (CEQA), as applicable. PROJECT SPONSOR will comply with all applicable state and federal laws and regulations.

Appendix A-7 is not applicable to this AGREEMENT.

APPENDIX B

ALAMEDA CTC ADMINISTERED FUNDS OBLIGATED BY THIS AGREEMENT

The following Table B-1 identifies the ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT and establishes a unique allowable start date for each obligated fund source.

TABLE B-1 FUNDS OBLIGATED BY THIS AGREEMENT AND ALLOWABLE START AND EXPENDITURE DEADLINE DATES						
Fund Source	Fund Subset	Phase	Commission Approval Date	Allowable Start Date	Expenditure Deadline Date	Obligated Amount
2000 MB	Disc-BP	Planning/Scoping	4/27/17	7/1/17	<i>The Agreement Expiration Date serves as the expenditure deadline.</i>	\$150,000
Total Alameda CTC Administered Funds Obligated by AGREEMENT:						\$150,000

Agreement Expiration Date:	December 31, 2019
-----------------------------------	--------------------------

Notes:

1. ALAMEDA CTC reimbursement amounts by fund source for PROJECT shall not exceed the total amount obligated by this AGREEMENT, by fund source.
2. The Commission Approval Date is the date of the Commission Meeting that authorized and approved the allocation.
3. The Allowable Start Date identified for each fund source is the earliest date to incur eligible reimbursable costs. Any costs incurred on the PROJECT before this date will not be eligible for reimbursement under this AGREEMENT.
4. The Expenditure Deadline Date identifies is the last date to incur eligible reimbursable costs. Any costs incurred on the PROJECT after this date will not be eligible for reimbursement under this AGREEMENT.
5. The Agreement Expiration Date shall mean and refer to the expiration date of this AGREEMENT.
6. For TFCA funds obligated by this agreement the identified Expenditure Deadline Date in the above table is two (2) years from the date of the first receipt of funds by the ALAMEDA CTC from BAAQMD, unless an extended deadline is approved at the time of programming or an extension has been approved by the ALAMEDA CTC. Extended deadlines will be reflected in the above table.

APPENDIX B (CONT.)

Reimbursement of ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT shall be in accordance with the Drawdown Limitation Schedule below.

TABLE B-2 ALAMEDA CTC ADMINISTERED FUNDS REIMBURSEMENT - DRAWDOWN LIMITATION SCHEDULE					
No.	Fiscal Year	Quarter	Fund Source	Quarterly Drawdown Limitation Amount	Cumulative Drawdown Limitation Amount
1	FY 17/18	Quarter 4	2000 MB	\$ 30,000	\$ 30,000
2	FY 18/19	Quarter 1	2000 MB	\$ 30,000	\$ 60,000
3	FY 18/19	Quarter 2	2000 MB	\$ 30,000	\$ 90,000
4	FY 18/19	Quarter 3	2000 MB	\$ 30,000	\$ 120,000
5	FY 18/19	Quarter 4	2000 MB	\$ 30,000	\$ 150,000

Notes:

1. Fiscal Year (FY) begins July 1 and ends June 30.
2. Quarter 1 begins July 1 and ends September 30; Quarter 2 begins October 1 and ends December 31; Quarter 3 begins January 1 and ends March 31; and Quarter 4 begins April 1 and ends June 30.
3. ALAMEDA CTC shall endeavor to transmit payments to PROJECT SPONSOR following a receipt and approval of a Request for Reimbursement(s) by the PROJECT SPONSOR.
4. Actual reimbursements from ALAMEDA CTC to the PROJECT SPONSOR shall not exceed the Cumulative Drawdown Limitation Amount without Alameda CTC's written approval. Any portion of a reimbursement request, which exceeds the applicable Cumulative Drawdown Limitation without such prior approval by ALAMEDA CTC shall be deferred until the following quarter.

APPENDIX C

REQUEST FOR REIMBURSEMENT AND REPORTING REQUIREMENTS

Appendix Index

Appendix C-1	Request for Reimbursement and Progress Reporting Frequency Requirements
Appendix C-2	Sample Alameda CTC Request For Reimbursement Instructions and Forms
Appendix C-3	Sample Alameda CTC Progress Report Format
Appendix C-4	Sample Alameda CTC Final Report Format

Note:

- The latest electronic versions may be obtained from http://www.alamedactc.org/app_pages/view/8066.
- The format and content required are subject to change.

APPENDIX C-1

REQUEST FOR REIMBURSEMENT AND PROGRESS REPORTING FREQUENCY REQUIREMENTS

The below table establishes the required minimum frequency for Requests for Reimbursement and Progress Reports. Requests for Reimbursements and Progress Reports are required either monthly, quarterly, or semi-annually, as indicated below with an "X".

REQUEST FOR REIMBURSEMENT AND PROGRESS REPORTING FREQUENCY AND DUE DATES			
Frequency Required <i>(as checked)</i>	Minimum Frequency	Period Covered	Due Dates
<input type="checkbox"/>	Monthly <i>(once every month)</i>	One month	By 30 days of end of billed activity
<input type="checkbox"/>	Quarterly <i>(once every 3 months)</i>	Quarter 1: 7/1 – 9/30 Quarter 2: 10/1 – 12/31 Quarter 3: 1/1 – 3/31 Quarter 4: 4/1 – 6/30	By October 31 st By January 31 st By April 30 th By July 31 st
<input checked="" type="checkbox"/>	Semi-annually <i>(once every 6 months)</i>	Quarters 1 & 2: 7/1 – 12/31 Quarters 3 & 4: 1/1 – 6/30	By January 31 st By July 31 st
<input type="checkbox"/>	Annually <i>(TFCA Annual Report)</i>	Fiscal Year: 7/1 – 6/30	By September 30 th .
<input checked="" type="checkbox"/>	Final Request for Reimbursement	Any work period eligible under Appendix B.	Must be submitted prior to the Agreement Expiration Date.

Notes:

1. For all projects, the maximum frequency for Requests for Reimbursement are one (1) per month.
2. If no costs were incurred during the reporting period, a progress report for the corresponding period is still required.
3. TFCA funding requires annual reporting to BAAQMD in addition to the minimum required frequency for Alameda CTC progress reports and invoices. See Appendix H for TFCA-specific report forms.
4. Requests for Reimbursement must be submitted prior to the Agreement Expiration Date in order to be eligible for reimbursement.

APPENDIX C-3

SAMPLE ALAMEDA CTC PROGRESS REPORT FORMAT

ALAMEDA CTC ADMINISTERED FUNDS				
PROJECT PROGRESS REPORT				
PROJECT TITLE:				
PROJECT SPONSOR:				
PROJECT NUMBER:				
REPORTING PERIOD:				
(MM/YY to MM/YY)				

1. CURRENT STATUS

☐ No current issues with the project. Describe general project status below.
•

☐ We anticipated issues but do not need Alameda CTC's assistance at this time. Describe below.
•

☐ We anticipate issues and may require Alameda CTC's assistance. Describe below.
•

2. ACTIONS (in this reporting period)

1.

3. ANTICIPATED ACTIONS (in this reporting period)

2.

Project Progress Report Page 1 of 4

4. AMENDMENTS TO SCOPE, COST, SCHEDULE, PERFORMANCE MEASURES

☐ No changes or amendments required to the funding agreement.
☐ Changes are required to the following:

☐ Scope
☐ Budget / Cost
☐ Schedule
☐ Performance Measures

☐ Amendment Request previously submitted or attached.

For any areas marked as requiring changes, include an Amendment Request for review and approval. For scope changes, include contract, change orders (CCOs) over \$20,000 on construction and professional service contracts.

5. POTENTIAL CLAIMS

☐ There are no Notices of Potential Claim on File.
☐ We anticipate a claim regarding the following:

1.
2.

☐ There are presently [Enter Number] Notice(s) of Potential Claim on file. Those not previously forwarded are attached for review and comment.

6. EXPENDITURES AND REIMBURSEMENTS

No.	Status (Approved/ Pending/Forecast)	Period (MM/YY to MM/YY)	Alameda CTC Administered Funds	Other Matching Funds	TOTAL
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
TOTAL			\$	\$	\$

Project Progress Report Page 2 of 4

7. PUBLICITY REQUIREMENTS

☐ Project information is currently available online, at the following web address: [Enter link].
☐ Project signage is posted as required by the funding agreement.
☐ Project information is published at least annually highlighting the project, as listed below.

Date of Publication	Name of Publication

☐ Exhibits to document the completion of these requirements are attached to this progress report i.e. screenshots, copies of articles, photos of signage.
☐ If any of the items were not completed, explain below:

8. PERFORMANCE MEASURES PROGRESS REPORTING

☐ Project Performance Measures are completed in the Table 1 below.
☐ Project Performance Measures Progress Report is not included / completed because no Performance Measures Targets are associated with this project.

No.	Performance Measure	Target	Progress/Activity to date	Progress/Activity this Period
1				
2				
3				
4				
5				
6				

1. List all performance measures and targets included in funding agreement for Project.

Project Progress Report Page 3 of 4

9. ANTICIPATED CASH FLOW OF ALAMEDA CTC ADMINISTERED FUNDS

Indicate the projected anticipated cash flow demand forecast of Alameda CTC Administered Funds. List projects, the fiscal year of expenditures for funds allocated to the project by Alameda CTC. A fiscal year is defined as July 1 to June 30. Note any special year deviations relating to the cash flow schedule.

FUND SOURCE	PHASE	PRIOR	FY 18/17	FY 17/16	FY 16/15	FY 15/14	TOTAL
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
Total Cash Flow Demand		\$	\$	\$	\$	\$	\$

Notes and Considerations:
1.

Project Progress Report Page 4 of 4

APPENDIX C-4

SAMPLE ALAMEDA CTC FINAL REPORT FORMAT

ALAMEDA CTC ADMINISTERED FUNDS
FINAL REPORT
FOR THE [INSERT PROJECT TITLE]
FOR [INSERT PHASE(S)]

PROJECT TITLE:	
PROJECT SPONSOR:	
PROJECT NUMBER:	
REPORTING PERIOD:	(MM/YY to MM/YY)

1. PROJECT DESCRIPTION

Provide a brief description of services provided, improvements constructed, and/or implemented in accordance with the funding agreement.

2. SUMMARY OF PROJECT DELIVERY MILESTONES

Provide a brief description of actions taken and milestones reached to deliver the project.

Final Report Page 1 of 4

3. SUMMARY OF PROJECT BENEFITS

Provide a brief description of project benefits and outcomes.

4. FINAL PERFORMANCE MEASURES REPORTING

Table 1 - Performance Measures Report

No.	Performance Measure	Target	Cumulative Performance	Performance Measure and Targets Achieved? If not, provide explanation.
1				
2				
3				
4				
5				
6				

1. List all performance measures included in funding agreement for Project.

☐ This table is not applicable. No Performance Measures or Targets identified in the funding agreement. Project benefits and outcomes are described earlier in this report.

Final Report Page 2 of 4

5. PUBLICITY REQUIREMENTS

☐ Project information was available online, at the following web address: [Enter link].

☐ Project signage was posted as required by the funding agreement.

☐ Project information was published annually highlight the project, as listed below.

Date of Publication	Name of Publication

☐ The above is documented via attachments to the previous progress reports. Additional documentation, if applicable, is also attached for any previously not submitted publicity documentation i.e. screenshots, photographs, copies of articles, etc.

6. EXPENDITURES AND REIMBURSEMENTS

No.	Status (Approved/ Pending Payment)	Period (MM/YY to MM/YY)	Alameda CTC Administered Funds	Other Matching Funds	TOTAL
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
TOTAL			\$	\$	\$

Final Report Page 3 of 4

7. EXPENDITURE SUMMARY

Summarize the total project expenditure by phase. List the Alameda CTC Administered Funds by fund source and by phase.

FINAL EXPENDITURE SUMMARY
\$ in 1,000's

PLEASE	Alameda CTC Administered Funds					Other Funds	Total
	2000 Measure B	Source	Source	Source	Source		
Security	\$	\$	\$	\$	\$	\$	\$
Protection - Emergency	\$	\$	\$	\$	\$	\$	\$
Emergency Services	\$	\$	\$	\$	\$	\$	\$
Fire Extinguishers (Public)	\$	\$	\$	\$	\$	\$	\$
Public Safety Capital	\$	\$	\$	\$	\$	\$	\$
Emergency Services	\$	\$	\$	\$	\$	\$	\$
Construction Capital	\$	\$	\$	\$	\$	\$	\$
Construction General	\$	\$	\$	\$	\$	\$	\$
Operation	\$	\$	\$	\$	\$	\$	\$
Other Construction (decommission)	\$	\$	\$	\$	\$	\$	\$
Total Expenditures	\$	\$	\$	\$	\$	\$	\$

8. PROJECT CLOSE OUT

*If this project contains no future phases with Alameda CTC Administered Funds, the Project Sponsor agrees to disburse the remaining Alameda CTC Administered Funds to the project as obligated within the Project Funding Agreement. This closes out the project and serves as the final report for the project.

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APPENDIX D

ALAMEDA CTC FUNDING SHIFT APPROVAL FORM

ALAMEDA CTC FUNDING SHIFT APPROVAL FORM

ADMINISTRATIVE AMENDMENT NO. [X]

Per the Section III.1 of the AGREEMENT - Obligations of ALAMEDA CTC ADMINISTERED FUNDS authorized by this AGREEMENT may be shifted between the phases of the PROJECT covered by this AGREEMENT, or between activities in the same phase of the PROJECT. This includes shift funding obligations between PHASES, fiscal years and/or obligations between "Contracts" and "Sponsor Staff" costs.

The PROJECT SPONSOR must: (A) Obtain ALAMEDA CTC written approval of in advance through completion and submittal to ALAMEDA CTC of this form: ALAMEDA CTC Funding Shift Approval Form; and (B) Provide a revised and updated Appendix A – Project Control Information to the AGREEMENT which reflects the requested shift of the funding obligations authorized by this AGREEMENT and demonstrates that the phase or activity from which the funds were shifted remains fully funded.

The purpose of this Amendment No. [Insert No.] is to document the PROJECT SPONSOR's request and Alameda CTC's approval of the shift of ALAMEDA CTC ADMINISTERED FUNDS obligations as reflected in the table(s) below and in the revised Appendix A – Project Control Information and Appendix B: ALAMEDA CTC ADMINISTERED FUNDS Obligated by this AGREEMENT.

Sponsor:	
Project No.:	
Agreement No.:	
Project Description:	
Date Executed:	
PHASE(S):	

Attached are Revisions to tables in

Appendix A: Project Control Information

Appendix B: ALAMEDA CTC ADMINISTERED FUNDS Obligated by this AGREEMENT

SPONSOR

Requested by: _____

Authorized Signature: _____

Date: _____

ALAMEDA CTC

Approved by: _____

Authorized Signature: _____

Date: _____

APPENDIX E

LOCAL BUSINESS CONTRACT EQUITY PROGRAM

Per Section I.14, the Project Sponsor shall abide by the current Alameda CTC Local Business Contract Equity program requirements referenced here: http://www.alamedactc.org/app_pages/view/4543

APPENDIX F

TASK DELIVERABLES AND DUE DATES

Project Task Deliverables and Due Dates: The Task Deliverables and Due Dates table below shows deliverables and due dates, if any, for the phases listed in Appendix A-2 Project Phase Descriptions that contain ALAMEDA CTC ADMINISTERED FUNDS.

Task Deliverables and Due Dates		
Task Deliverable	Deliverable	Deliverable Due Date to Alameda CTC
1	Progress Report No. 1 (July-December, 2017)	January 31, 2018
2	Progress Report No. 2 (January-June, 2018)	July 31, 2018
3	Copy of Request for Proposal/Scope of Work	July 31, 2018
4	Copy of resolution to award contract or Notice to Proceed	July 31, 2018
5	Progress Report No. 3 (July-December, 2018)	January 31, 2019
6	Copy of Draft Master Plan Update	January 31, 2019
7	Copy of Final Master Plan Update or copy of resolution accepting Final Master Plan.	July 31, 2019
8	Final Invoice	By the Agreement Expiration Date
9	Final Report	By the Agreement Expiration Date

Notes:

1. Task Deliverables shall be received and approved by the Alameda CTC prior to Alameda CTC releasing a payment for a Request for Reimbursement.

APPENDIX G

PROJECT PERFORMANCE MEASURES

Project Performance Measures: The Project Performance Measures and Targets describes what outcome-based performance measure(s) the PROJECT SPONSOR plans to evaluate to ensure that the project/program is meeting its objectives.

Project Performance Measures and Targets
Performance Outcome
The City of Union City's updated Bicycle and Pedestrian Master Plan will provide an updated vision for the bicycle/pedestrian network to connect and improve the local network, while also considering countywide initiatives.

Note:

1. Improvements are expected to achieve, as best as possible, the performance measures targets and/or project outcomes as established herein.

APPENDIX H

TRANSPORTATION FUND FOR CLEAN AIR POLICIES AND REQUIREMENTS

Appendix H is only included and attached to this AGREEMENT if TFCRA funds are obligated and applicable to AGREEMENT.

Appendix H is not applicable to this AGREEMENT.



Agenda Item

DATE: 9/12/2017

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANNA M. BROWN, CITY CLERK

SUBJECT: ADOPT RESOLUTIONS APPOINTING INDIVIDUALS TO SERVE ON THE HUMAN RELATIONS COMMISSION, PARK & RECREATION COMMISSION, AND THE OAKLAND AIRPORT/COMMUNITY NOISE MANAGEMENT FORUM

Staff has prepared Resolutions appointing individuals to serve on the Human Relations Commission, Park & Recreation Commission, and the Oakland Airport/Community Noise Management Forum.

BACKGROUND

A recruitment process was initiated for the upcoming term expirations and existing vacancies on the following boards and commissions:

	Full Time Vacancy/Term Expiration	Alternate Vacancy/Term Expiration
Human Relations Commission	3	2
Park & Recreation Commission	1	0
Oakland Airport/Community Noise Management Forum	1	0

Interested parties were asked to submit applications to the City Clerk. On August 28, 2017 Councilmembers conducted interviews for applicants to the Human Relations Commission, Park & Recreation Commission and the Oakland Airport/Community Noise Management Forum.

DISCUSSION

Board and commission members are appointed by the Mayor with approval of the City Council. At the

request of Mayor Dutra-Vernaci, resolutions have been prepared re/appointing the following individuals:

Human Relations Commission

- Appoint Shamsa Rafay Masood to a four (4) year term expiring August 31, 2021
- Appoint Nico Tuason to a four (4) year term expiring August 31, 2021
- Appoint Ann Yap to a four (4) year term expiring August 31, 2021
- Appoint Kalyan Balaven as Alternate to a four (4) year term expiring August 31, 2021
- Appoint Medha Rishi as Alternate to a four (4) year term expiring August 31, 2021

Park & Recreation Commission

- Appoint Seyi Mclelland to a four (4) year term expiring August 31, 2021

Oakland Airport/Community Noise Management Forum

- Appoint Asres Kaffl to serve as the Citizen Member-at-Large Representative on the Oakland Airport/Community Noise Management Forum (no term expiration).

FISCAL IMPACT

The City provides a stipend of \$39 per meeting, up to \$78 per month, for each meeting attended by Commissioner or Alternate Commissioner. No stipend is paid to the Oakland Airport/Community Noise Management Forum member. Funds were appropriated with the adoption of the current budget to support the payment of meeting stipends.

RECOMMENDATION

Staff recommends City Council consider adopting resolutions appointing individuals to serve on the Human Relations Commission, Park & Recreation Commission, and Oakland Airport/Community Noise Management Forum as outlined above.

Prepared by:

Anna M. Brown, City Clerk

Submitted by:

Anna M. Brown, City Clerk

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Reso Appointing Members to HRC	Resolution
<input type="checkbox"/> Reso Appointing Member to PRC	Resolution

RESOLUTION NO. XXXX-17

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY
APPOINTING INDIVIDUALS TO SERVE ON THE
HUMAN RELATIONS COMMISSION**

WHEREAS, there currently exists five (5) vacancies on the Human Relations Commission; and

WHEREAS, the terms will be filled by appointments to four (4) year terms, with expiration dates as shown below; and,

WHEREAS, the City Council conducted interviews of applicants on August 28, 2017.

NOW THEREFORE BE IT RESOLVED, that the following individuals are hereby appointed to serve on the Human Relations Commission for the City of Union City, with terms expiring as shown:

Shamsa Rafay Masood	Term expiring August 31, 2021
Nico Tuason	Term expiring August 31, 2021
Ann Yap	Term expiring August 31, 2021
Kalyan Balaven (Alternate)	Term expiring August 31, 2021
Medha Rishi (Alternate)	Term expiring August 31, 2021

PASSED, APPROVED AND ADOPTED by the City Council of the City of Union City at a special meeting held on the 12th day of September 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CAROL DUTRA-VERNACI
Mayor

ATTEST:

APPROVED AS TO FORM:

ANNA M. BROWN
City Clerk

KRISTOPHER J. KOKOTAYLO
Interim City Attorney

RESOLUTION NO. XXXX-17

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY
APPOINTING SEYI MCCLELLAND TO SERVE ON THE
PARK AND RECREATION COMMISSION**

WHEREAS, there currently exists one (1) term expiration on the Park and Recreation Commission; and

WHEREAS, the City Council conducted interviews of applicants on August 28, 2017.

NOW THEREFORE BE IT RESOLVED, that the following individual is hereby appointed to serve on the Park and Recreation Commission for the City of Union City, with terms expiring as shown:

Seyi Mcclelland

Term expiring August 31, 2021

PASSED, APPROVED AND ADOPTED by the City Council of the City of Union City at a special meeting held on the 12th day of September 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CAROL DUTRA-VERNACI
Mayor

ATTEST:

APPROVED AS TO FORM:

ANNA M. BROWN
City Clerk

KRISTOPHER J. KOKOTAYLO
Interim City Attorney

RESOLUTION NO. XXXX-17

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY
APPOINTING ASRES KAFFL TO SERVE AS
UNION CITY'S CITIZEN-AT-LARGE REPRESENTATIVE TO THE
OAKLAND AIRPORT/COMMUNITY NOISE MANAGEMENT FORUM**

WHEREAS, Subru Bhat, Union City's Citizen-At-Large Representative, submitted a letter of resignation on June 26, 2017; and

WHEREAS, the City Clerk initiated a recruitment for the position on July 27, 2017; and

WHEREAS, the City Council conducted interviews of applicants on August 28, 2017.

NOW THEREFORE BE IT RESOLVED, that Asres Kaffl is hereby appointed to serve as the Union City Citizen-At-Large member representative to the Oakland Airport/Community Noise Management Forum.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Union City at a special meeting held on the 12th day of September 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CAROL DUTRA-VERNACI
Mayor

ATTEST:

APPROVED AS TO FORM:

ANNA M. BROWN
City Clerk

KRISTOPHER J. KOKOTAYLO
Interim City Attorney



Agenda Item

DATE: 9/11/2017

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, ECONOMIC AND COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: SECOND READING AND ADOPTION OF ORDINANCE APPROVING ZONING TEXT AMENDMENT AT-17-001, TO MODIFY CHAPTER 18.38, STATION MIXED USE COMMERCIAL DISTRICT, TO REDUCE THE ALLOWABLE FAR AND CLARIFY LIST OF PERMITTED AND CONDITIONALLY PERMITTED USES (INTRODUCED AUGUST 8, 2017)

The applicant, Woodstock Development, received approvals on August 8, 2017 to demolish two existing structures and develop a new, 31,381 square-foot, mixed-use office building located at 1320 and 1328 Decoto Road. As part of the entitlement request, an Ordinance was introduced that clarified uses and reduced the Floor Area Ratio (FAR) requirement within the CSMU Zoning District. The draft Ordinance is included as Attachment 1.

BACKGROUND

The property is currently owned by the City of Union City and will be sold to Woodstock Development at fair market value pending satisfaction of several milestones, including obtaining required discretionary approvals and building permits. Woodstock Development has also entered into an option agreement for development of several other blocks in the Station District with office and commercial uses totaling 1.2 million sq. ft.

The City Council conducted the first reading of the Ordinance on August 8, 2017, and voted 3-1 to approve the project. The Planning Commission recommended approval of these applications at its July 20, 2017 meeting on a 4-0 vote.

DISCUSSION

The zoning text amendments include a modification to Section 18.38.080 of the Union City Zoning Ordinance to reduce the FAR requirement in the Station Mixed Use Commercial (CSMU) zoning district in a manner consistent with the approved general plan amendment. The proposed amendment would allow for a reduction

in minimum FAR from 1.0 to 0.5 on previously developed sites that do not meet the minimum 1.0 FAR, and where the previously developed sites are proposed for redevelopment at a higher FAR than the previous/existing development.

The proposed amendment wording is limited in its applicability as it only applies to previously developed sites with low-intensity development. The majority of developed parcels with the CSMU zoning district were constructed fairly recently (within the last 10 years) with higher intensity uses, and most likely, would not redevelop in the foreseeable future.

The second zoning text amendment updates the CSMU zoning district list of permitted and conditionally permitted uses (i.e. Sections 18.38.020 and 18.38.030 of the Zoning Ordinance) to clarify that the term “mixed-use” means both residential and commercial mixed-use developments. This is not a substantive change but more of a clarification consistent with staff’s interpretation and supported by existing General Plan policies.

FISCAL IMPACT

There are no direct fiscal impacts as a result of adopting the proposed text amendments.

RECOMMENDATION

Staff recommends that the City Council waive reading the full text of the Ordinance, conduct the second reading of the title of the proposed Ordinance, and adopt the Ordinance approving Zoning Text Amendment AT-17-001, which addresses allowable FAR and a clarification to the list of permitted and conditionally permitted uses listed in Chapter 18.38. The Ordinance will become effective 30 days after the second reading.

Prepared by:

Adam Peterson, Contract Planner

Submitted by:

Carmela Campbell, Planning Manager

ATTACHMENTS:

Description	Type
 Ordinance for AT-17-001, Block 7	Ordinance

ORDINANCE NO. XX-17

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UNION CITY FOR ZONING TEXT AMENDMENT AT-17-001, TO MODIFY CHAPTER 18.38, STATION MIXED USE COMMERCIAL DISTRICT, TO REDUCE THE ALLOWABLE FAR AND CLARIFY LIST OF PERMITTED AND CONDITIONALLY PERMITTED USES

GENERAL RECITALS

WHEREAS, Woodstock Development, as applicant, has submitted applications for a General Plan Amendment (AG-17-002), Zoning Text Amendment (AT-17-001), Site Development Review (SD-17-002), Use Permit (UP-17-004), and Vesting Tentative Parcel Map (TPM-17-001) to redevelop property located at 1320 and 1328 Decoto Road (APNs 87-19-18 and 87-19-19) with a new 31,381 square foot mixed-use office building; and

WHEREAS, the applicant has applied for a Zoning Text Amendment, AT-17-001, to amend Sections 18.38.020 and 18.38.030 to clarify references to mixed-use development to include residential and office mixed-uses and to provide greater flexibility in determining the range of mixed-uses to meet the goals of the Land Use Element of the General Plan; and

WHEREAS, Zoning Text Amendment, AT-17-001, would also amend Section 18.38.080 to reduce the floor area ratio (FAR) requirement for previously developed parcels which were less than the 1.0 standard established by the General Plan and Zoning Code where development proposed exceeds the existing FAR; and

WHEREAS, a draft Mitigated Negative Declaration was prepared for the project, which determined the project would not result in any significant impacts with the incorporation of mitigation measures.

PLANNING COMMISSION REVIEW

WHEREAS, a duly advertised public hearing was held before the Planning Commission of the City of Union City on July 20, 2017 to consider the project and the draft Mitigated Negative Declaration prepared for the project; and

WHEREAS, the Planning Commission recommended approval of the project, including the General Plan and Zoning Text amendments, and adoption of the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program, by Resolution numbers 05-17, 06-17, 07-17, and 08-17 dated July 20, 2017 and incorporated herein by reference, on a 4-0 vote minor modifications to the draft conditions of approval; and

CITY COUNCIL REVIEW

WHEREAS, the City Council held a duly noticed public hearing on the proposed amendments on August 8, 2017, at which time all interested parties had the opportunity to be heard. The City Council considered a staff report dated August 8, 2017 and incorporated herein by reference, the Planning Commission recommendation, and all written and oral testimony before taking action on the amendments; and

WHEREAS, the amendments to the Municipal Code propose to amend Chapters 18.38.020, 18.38.030, and 18.38.080 of the Municipal Code as shown in Exhibit A in a red-lined version are attached and incorporated herein by reference.

THE CITY COUNCIL OF THE CITY OF UNION CITY DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals. The above recitals are true and correct and made a part of this ordinance.

SECTION 2. CEQA. The City Council considered and adopted the Mitigated Negative Declaration by Resolution No. 05-17.

SECTION 3. Findings. The City Council makes the following findings in support of approving this ordinance, based on the whole of the record before it.

1. That the proposed Municipal Code Amendments are consistent with the General Plan; and
2. That the proposed zoning text amendments are necessary and desirable to achieve the purpose of Title 18 because the amendments to Sections 18.38.020, 18.38.030, and 18.38.080 allow for greater variety of mixed-use projects, including mixed-use office projects of varying intensity for determining compliance with density limits for project-specific site review in order to meet the goals of the Land Use and Community Design Elements of the General Plan.

SECTION 4. Approval. The City Council hereby approves the amendments to the Municipal Code, more particularly sections 18.38.020, 18.38.030, and 18.38.060 of the Municipal Code as shown in attached Exhibit A, which is incorporated herein by reference and available for review in the City Clerk's office during normal business hours.

SECTION 5. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

SECTION 6. Publication and effective date. Within fifteen (15) days from and after adoption, this ordinance shall be published once in the Tri-City Voice, a newspaper of general circulation printed and published in Alameda County and circulated in the City of Union City, in accordance with California Government Code Section 36933. This ordinance shall take effect and be enforced thirty (30) days after its adoption.

18.38.020 Permitted uses.

The following uses shall be permitted:

A. Commercial Uses as Part of a **Residential or Office** Mixed Use **project development**.

1. Apparel and accessory stores, excluding thrift stores;
2. Bakeries with retail sales;
3. Banks/savings and loans, excluding check cashing businesses;
4. Business services, such as photocopying services and small printing shops, computer and data processing, graphic design, sign shops;
5. Food stores, up to twenty-five thousand (25,000) square feet, excluding convenience markets;
6. Health clubs;
7. General merchandise/retail stores, excluding adult business stores, clearance center/dollar stores, pawn shops, second hand/thrift stores, and retail tobacco stores;
8. Health services, such as medical, dental, optical, physical therapy and pharmacies;
9. Live music (non-amplified) at full service/sit down restaurants subject to the standards of Section [18.36.195\(A\)](#);
10. Professional offices;
11. Restaurants and cafés, in-line only (not as stand-alone buildings);
12. Retail food outlets, such as bagel, coffee, candy and tea stores (with minimal or no seating), in-line only (not as stand-alone buildings);
13. Specialty wine shops.

18.38.030 Conditional uses.

The following conditional uses shall be permitted in the CSMU district upon the granting of a use permit:

A. Approval by Zoning Administrator (refer to Chapter [18.54](#) for a detailed description of the administrative use permit process).

1. Adult and child day care facilities;
2. Educational and instructional uses, such as business, beauty, computer, dance, martial arts, tutorial services;
3. In-line fast food restaurants;
4. Sidewalk cafés per Section [18.36.190](#);
5. Exterior sidewalk ATMs (automated teller machines), when there is adequate security and lighting and adequate queuing area that does not impede pedestrian or vehicular traffic flow (drive-thru ATMs are not permitted);
6. Live music (amplified) at full service/sit down restaurants subject to the standards of Section [18.36.195\(B\)](#);
7. Outdoor displays, such as flowers or newspapers, in conjunction with an existing adjacent business;
8. Personal services, such as laundry, dry cleaning, beauty parlor, barbershop, nail salon, shoe repair, travel agency, tailor, photography studio, and similar uses; and
9. All other uses determined by the Zoning Administrator to be essentially the same or very similar to the above permitted uses. In making this determination, the findings required under Section [18.52.060](#) shall be addressed.

B. Approval by City Council (refer to Chapter [18.56](#) for a detailed description of the use permit process).

1. Bars and nightclubs;
2. Commercial recreation facilities, excluding video arcades;
3. Convenience markets;

4. Farmers' markets, when in conjunction with the City or the Chamber of Commerce;
5. Mixed use **residential or office** developments;
6. Lodging, hotels and motels;
7. Research and development (R and D)/flex space with no nuisance characteristics;
8. Residential uses:
 - a. High-density residential development,
 - b. Senior housing,
 - c. Live/work units (specific uses allowed in the live/work units are set forth in Section [18.38.032](#));
9. Transportation facilities, such as heliports and bus transfer facility or passenger rail facilities; and
10. Any other use determined by the Planning Commission to be essentially the same or very similar to the above permitted uses. In making this determination, the findings required under Section [18.52.060](#) shall be addressed.

18.38.080 Site floor area ratio.

For all nonresidential uses, the minimum floor area ratio (FAR) shall be 1.0, **however the FAR may be reduced to a minimum of 0.5 on previously developed sites that do not meet the minimum 1.0 FAR and where the previously developed sites are proposed for redevelopment at a higher FAR than the previous development**, and the maximum shall be 4.0. However, no FAR minimum is required for nonresidential uses in live/work units and for nonresidential uses as part of a mixed use development.



Agenda Item

DATE: 9/12/2017

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: MINTZE CHENG, PUBLIC WORKS DEPARTMENT

SUBJECT: AWARD OF CONTRACTS TOTALLING \$443,150 TO WONDRIES FLEET GROUP (ALHAMBRA, CA), NATIONAL AUTO FLEET GROUP (WATSONVILLE, CA), ORLANDI TRAILER, INC. (SAN JOSE), WESTERN TRUCK FABRICATION (HAYWARD), AND SPRAYTEC (LIVERMORE) FOR PURCHASE AND OUTFITTING OF CERTAIN PUBLIC WORKS, POLICE, AND COMMUNITY & RECREATION SERVICES DEPARTMENT VEHICLES AND EQUIPMENT, CITY PROJECT NO. 17-34

A resolution has been prepared authorizing the purchase and outfitting of Four (4) Public Works Department vehicles, three (3) Public Works Department utility trailers, three (3) Police Department vehicles, and one (1) Community & Recreation Services Department vehicles to replace existing vehicles that have exceeded their useful lifespan. Staff recommends approval of the proposed resolution.

BACKGROUND

The various City-owned equipment and vehicles that require replacement are listed in Table A, attached.

DISCUSSION

Staff has determined that the listed equipment is no longer suitable for municipal use, and become too costly to maintain.

Staff recommends replacing Units 111 and 124 with 2018 Ford Police Interceptor Utility vehicles. These vehicles are available through Wondries Fleet Group of Alhambra, California under the Los Angeles County PO# 17361672-1 for the total amount of \$77,700.

Staff recommends replacing Unit 137 with a 2018 Dodge Charger Police RWD. This vehicle is available through the National Auto Fleet Group of Watsonville, California under the National Joint Powers Alliance Contract 120716-NAF for a total amount of \$32,900.

Staff recommends replacing Unit 157 with a 2017 Dodge Grand Caravan SE Plus Wagon. This vehicle is available through the National Auto Fleet Group of Watsonville, California under the National Joint Powers Alliance Contract 120716 for a total amount of \$34,200.

Staff recommends replacing Unit 432 with a 2017 Ford Super Duty F-450 DRW XL. This vehicle is available through the National Auto Fleet Group of Watsonville, California under the National Joint Powers Alliance Contract 120716 for a total amount of \$40,600. Outfitting the vehicle (estimated \$28,500) would be performed by the City's vendor, Western Truck Fabrication Company of Hayward, California.

Staff recommends replacing Unit 494 with a 2017 UT RJ 5x8 2.9K GVW Utility Trailer. This trailer is available for purchase through the City's vendor, Orlandi Trailer, Inc. of San Jose, CA for a total amount of \$1,950.

Staff recommends replacing Unit 534 with a 2017 Ford Super Duty F-250 SRW XL. This vehicle is available through the National Auto Fleet Group of Watsonville, California under the National Joint Powers Alliance Contract 120716 for a total amount of \$29,300. Outfitting the vehicle (estimated \$23,150) would be performed by the City's vendor, Western Truck Fabrication Company of Hayward, California.

Staff recommends replacing Unit 535 (Grounds spray truck) with a 2017 Ford Super Duty F-350 DRW XL. This vehicle is available through the National Auto Fleet Group of Watsonville, California under the National Joint Powers Alliance Contract 120716 for a total amount of \$39,900. This spray truck is equipped with a flat bed, pumps, water tank, special storage units, and safety features. Outfitting the vehicle (estimated \$77,500) would be performed by the City's vendor, SprayTec of Livermore, California.

Staff recommends replacing Unit 551 with a 2018 Ford Transit Van T-250. This vehicle is available through the National Auto Fleet Group of Watsonville, California under the National Joint Powers Alliance Contract 120716-NAF for a total amount of \$34,950. Outfitting the vehicle (estimated \$16,650) would be performed by the City's vendor, Western Truck Fabrication Company of Hayward, California.

Staff recommends replacing Units 588 and 589 with 2017 EQ RJ 6x12 Tilt 2.9K GVW Utility Trailers. These trailers are available for purchase through the City's vendor, Orlandi Trailer, Inc. of San Jose, CA for a total amount of \$6,850.

The purchase of four (4) Public Works vehicles including outfitting, three (3) Public Works utility trailers, three (3) Police vehicles, and one (1) Community & Recreation Services vehicle is at a total of \$443,150.

Pursuant to provisions of Union City Municipal Code Section 2.32.250, after City Council action, staff will prepare the surplus vehicles and equipment for auction. With exception to Unit 551, of which staff recommends donating to Centro de Servicios of Union City, California, a non-profit social services agency, for its use.

FISCAL IMPACT

Funding for the replacement of the Four (4) Public Works Department vehicles, three (3) Public Works Department utility trailers, three (3) Police Department vehicles, and one (1) Community & Recreation Services Department vehicle is budgeted in the Vehicle Replacement Fund (Fund 6122-3151-35004-57310). City Council approved \$450,000 for this fiscal year's vehicle and equipment purchase. Sufficient funds are available in the Vehicle Replacement Fund for the proposed purchases.

The proceeds from the sale/auction of the existing units will be credited to the Vehicle Replacement Fund.

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing the purchase of:

- two (2) 2017 Ford Police Interceptor Utility Vehicles in the amount of \$77,700 from Wondries Fleet Group of Alhambra, California,
- one (1) 2018 Dodge Charger Police RWD in the amount of \$32,900 from the National Fleet Group in Watsonville, California,
- one (1) 2017 Dodge Grand Caravan SE Plus Wagon in the amount of \$34,200 from the National Fleet Group in Watsonville, California,
- one (1) 2017 Ford Super Duty F-450 DRW XL in the amount of \$40,600 and authorizing the vehicle outfitting in the amount of \$28,500 through Western Truck Fabrication of Hayward, California,
- one (1) 2017 UT RJ 5x8 2.9K GVW Utility Trailer in the amount of \$1,950 from Orlandi Trailer, Inc. of San Jose, CA,
- one (1) 2017 Ford Super Duty F-250 SRW XL in the amount of \$29,300 from the National Fleet Group in Watsonville, California and authorizing the vehicle outfitting in the amount of \$23,150 through Western Truck Fabrication of Hayward, California,
- one (1) 2017 Ford Super Duty F-350 DRW XL in the amount of \$39,900 from the National Fleet Group in Watsonville, California and authorizing the vehicle outfitting in the amount of \$77,500 through SprayTec of Livermore, California,
- one (1) 2018 Ford Transit Van T-250 in the amount of \$34,950 and authorizing the vehicle outfitting in the amount of \$16,650 through Western Truck Fabrication of Hayward, California,
- and two (2) 2017 EQ RJ 6x12 Tilt 2.9K GVW Utility Trailers in the amount of \$6,850 from Orlandi Trailer, Inc. of San Jose, CA

It is further recommended that the City Council declare a list of ten (7) old City vehicles and three (3) old City utility trailers as surplus to be sent to public auction.

It is further recommended that the City Council declare a list of one (1) old City vehicle as surplus to be donated to Centro de Servicios of Union City, California, a non-profit social service agency.

Prepared by:

Peter Lau, Public Works Superintendent

Submitted by:

Mintze Cheng, Public Works Superintendent

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution	Resolution
<input type="checkbox"/> Attachment - Table A	Attachment

RESOLUTION No.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY
AWARDING CONTRACTS TALLING \$443,150 TO WONDRIES FLEET GROUP
(ALHAMBRA, CA), NATIONAL AUTO FLEET GROUP (WATSONVILLE),
ORLANDI TRAILER, INC. (SAN JOSE), WESTERN TRUCK FABRICATION
(HAYWARD), AND SPRAYTEC (LIVERMORE) FOR PURCHASE AND
OUTFITTING OF CERTAIN PUBLIC WORKS, POLICE, AND COMMUNITY &
RECREATION SERVICES DEPARTMENT VEHICLES AND EQUIPMENT,
CITY PROJECT NO. 17-34**

WHEREAS, there are a total of Four (4) Public Works Department vehicles, three (3) Public Works Department utility trailers, three (3) Police Department vehicles, and one (1) Community & Recreation Services Department vehicle due for replacement due to their age and mileage; and

WHEREAS, said vehicles and equipment are listed in the attachment to this resolution; and

WHEREAS, staff recommends the purchase of two (2) 2018 Ford Police Interceptor Utility vehicles, which are available through a cooperative purchase provision of the City of Los Angeles as administered from Wondries Fleet Group of Alhambra, California, for a total purchase price of \$77,700; and

WHEREAS, staff recommends the purchase of one (1) 2018 Dodge Charger Police RWD, which is available through a NJPS cooperative purchasing agreement through National Auto Fleet Group of Watsonville, California, for a total purchase price of \$32,900; and

WHEREAS, staff recommends the purchase of one (1) 2017 Dodge Grand Caravan SE Plus Wagon, which is available through a NJPS cooperative purchasing agreement through National Auto Fleet Group of Watsonville, California, for a total purchase price of \$34,200; and

WHEREAS, staff recommends the purchase of one (1) 2017 Ford Super Duty F-450 DRW XL, which is available through a NJPS cooperative purchasing agreement through National Auto Fleet Group of Watsonville, California and outfitting is available from Western Truck Fabrication of Hayward, California, for a total purchase and outfitting price of \$69,100; and

WHEREAS, staff recommends to purchase one (1) 2017 UT RJ 5x8 2.9K GVW Utility Trailer, which is available through the City's vendor, Orlandi Trailer, Inc. of San Jose, CA for a total purchase price of \$1,950; and

WHEREAS, staff recommends to purchase one (1) 2017 Ford Super Duty F-250 SRW XL, which is available through a NJPS cooperative purchasing agreement through National

Auto Fleet Group of Watsonville, California and outfitting is available from Western Truck Fabrication of Hayward, California, for a total purchase and outfitting price of \$52,450; and

WHEREAS, staff recommends to purchase one (1) 2017 Ford Super Duty F-350 DRW XL, which is available through a NJPS cooperative purchasing agreement through National Auto Fleet Group of Watsonville, California and outfitting is available from SprayTec of Livermore, California, for a total purchase and outfitting price of \$117,400 and

WHEREAS, staff recommends to purchase one (1) 2018 Ford Transit Van T-250, which is available through a NJPS cooperative purchasing agreement through National Auto Fleet Group of Watsonville, California and outfitting is available from Western Truck Fabrication of Hayward, California, for a total purchase and outfitting price of \$51,600 and

WHEREAS, staff recommends to purchase two (2) 2017 EQ RJ 6x12 Tilt 2.9K GVW Utility Trailers, which is available through the City's vendor, Orlandi Trailer, Inc. of San Jose, CA for a total purchase price of \$6,850; and

WHEREAS, Funding for these replacement vehicles and equipment is available from the Vehicle Replacement Fund (Fund 6122-3151-35004-57130).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Union City hereby authorizes the purchase of four (4) Public Works Department vehicles, three (3) Public Works Department utility trailers, three (3) Police Department vehicles, and one (1) Community & Recreation Services Department vehicle for a total cost of \$443,150; and

BE IT FURTHER RESOLVED that the City Council of the City of Union City hereby declares the original vehicles and equipment as listed in the attachments as decommissioned surplus vehicles to be sent to public auction, with exception to Unit 551 (a 1999 GMC Step Van), of which staff recommends donating the old vehicle to Centro de Servicios of Union City, California, a non-profit social services agency.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on September 12, 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

CAROL DUTRA-VERNACI
Mayor

ATTESTED:

APPROVED AS TO FORM:

ANNA M. BROWN
City Clerk

City Attorney

SURPLUS VEHICLES BY CITY COUNCIL

UNIT	YEAR	MAKE	MODEL	LICENSE NO.	VIN
111	2010	FORD	CRWN VIC	1265805	2FABP7BV2AX123572
124	2010	FORD	CRWN VIC	1265806	2FABP7BV0AX123571
137	2010	DODGE	CHARGER	6UPZ563	2B3CA3CV2AH287374
157	1998	DODGE	CARAVAN	1036342	1B4GP44R3WB583636
432	1997	FORD	SUPER DUTY	E989539	3FELF47G2VMA65482
494	1997	UTILITY TRAILER	TRAILER	E9120608	16VLX081XV1A93446
534	2003	FORD	F250	1036373	1FDNF20L43EC82835
535	2004	FORD	F350	1166865	1FDWF36S34EA71443
588	1976	CARRIER	TILT TRAILER	E313416	CAL181872
589	1979	DOGGER	CARRIER	E316219	CAL8DGM1067

TABLE A

UNIT	DEPARTMENT / DIVISION	YEAR	MAKE	MODEL	DESCRIPTION	VIN	CURRENT MILEAGE	NOTES
111	PD - PATROL	2010	FORD	CRWN VIC	2010 FORD CRWN VIC	2FABP7BV2AX123572	89,435	MILEAGE
124	PD - PATROL	2010	FORD	CRWN VIC	2010 FORD CRWN VIC	2FABP7BV0AX123571	84,571	MILEAGE
137	PD - COPPS	2010	DODGE	CHARGER	2010 DODGE CHRGER	2B3CA3CV2AH287374	91,107	MILEAGE
157	CRS	1998	DODGE	CARAVAN	1998 DODGE MINIVAN	1B4GP44R3WB583636	109,545	AGE / MILEAGE
432	PW - STREETS	1997	FORD	SUPER DUTY	1997 FORD DUMP TRUCK	3FELF47G2VMA65482	81,812	AGE PARTS AVAILABILITY DUMP BED METAL FATIGUE
494	PW - STREETS	1997	UTILITY TRAILER	TRAILER	1997 UTILITY TRAILER	16VLX081XV1A93446	N/A	AGE
534	PW - GROUNDS	2003	FORD	F250	2003 FORD 250 SUPERDUTY	1FDNF20L43EC82835	93,924	AGE MILEAGE
535	PW - GROUNDS	2004	FORD	F350	2004 FORD 350 SUPER-DUTY	1FDWF36S34EA71443	67,126	AGE LENGTH & CONFIGURATION
551	PW - FACILITIES	1999	GMC	P3500	1999 GMC STEP VAN	1GDKP32R5X3500421	79,410	AGE PARTS AVAILABILITY
588	PW - GROUNDS	1976	CARRIER	TILT TRAILER	1976 CARRIER TRAILER	CAL181872	N/A	AGE
589	PW - GROUNDS	1979	DOGGER	CARRIER	1979 DOGGER TRAILER	CAL8DGM1067	N/A	AGE



Agenda Item

DATE: 9/12/2017

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: MARK EVANOFF, DEPUTY CITY MANAGER

SUBJECT: ADOPT A RESOLUTION TO APPROVE AMENDMENTS TO THE ROMA DESIGN GROUP AND HDR ENGINEERING, INC. AGREEMENTS INCREASING THE TOTAL COMPENSATION BY \$52,000 TO COMPLETE ENGINEERING AND DESIGN OF THE PEDESTRIAN CROSSING FROM THE BART STATION TO THE EAST PLAZA, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENTS IN A FORM ACCEPTABLE TO THE CITY ATTORNEY

The City Council is asked to adopt a Resolution authorizing the City Manager to execute an amendment to the ROMA Design Group contract and the HDR Engineering, Inc. contract to increase the compensation by \$52,000 to complete the design and engineering of the at-grade pedestrian crossing in the Station District. The pedestrian at-grade crossing will link the BART Station new east entrance to Duncan Way adjacent to the East Plaza.

BACKGROUND

ROMA Design Group is designing the architectural element of the at-grade pedestrian crossing. HDR Engineering Inc. is performing the engineering work for the at-grade crossing. HDR Engineering submitted the permit application for the at-grade crossing to Union Pacific Railroad and the California Public Utilities Commission. Agreements with both ROMA Design Group and HDR Engineering, Inc. were approved by the City Council and executed in 2013 and 2014, respectively.

DISCUSSION

The scope of services and compensation has been expanded in both agreements as the project has advanced. Several factors have contributed to this including:

1. Complex coordination of the steps required to gain approvals and permitting from Union Pacific Railroad, California Public Utilities Commission, and BART.
2. Coordination of the review comments provided by all parties.
3. Numerous design changes.

The project design is nearing completion.

ROMA Design Group and HDR Engineering, Inc. have requested additional funds required to address several design issues prior to sending the plans to BART for its final review. The additional effort reflects the design changes due to width of ADA ramps impacted by handrail design, the width of the ADA ramp landings, the radius and dimensions of the semi-circle landing at the bottom of the stairs, addition of trench drains at top of stairs and changes to the electrical drawings to locate pull boxes at the ends of common lines. The above noted changes will require all of the structural drawings to be revised.

ROMA Design Group requests an increase of \$20,000, bringing the total compensation in their Agreement to \$223,840. This proposed Second Amendment is attached to the Resolution.

HDR Engineering, Inc. requests an increase of \$32,000, bringing the total compensation in their Agreement to \$287,568. This proposed Fourth Amendment is attached to the Resolution.

The consultants may request additional funding to provide construction support services when the construction contract for the at-grade crossing is presented to the City Council for approval.

FISCAL IMPACT

There is no fiscal impact on the General Fund.

The City was awarded One-Bay-Area Grant Funds with the combination of Federal and ACTC Vehicle Registration Fee (VRF) funding for Union City BART Phase 2 and the Pedestrian At-Grade Crossing in the amount of \$14,422,000. The total project budget for the Pedestrian Crossing design, easement and construction is \$2,000,000.

Sufficient grant funds are available to amend the requested agreements as proposed.

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution to approve Amendments to the ROMA Design Group and HDR Engineering, Inc. Agreements increasing the Total Compensation by \$52,000 to complete Engineering and Design for the Pedestrian Crossing from the BART Station to the East Plaza, and authorizing the City Manager to execute the amendments in a form acceptable to the City Attorney.

Prepared by:

Farooq Azim, Principal Civil Engineer Steve Sprotte, Management Analyst

Submitted by:

Mark Evanoff, Deputy City Manager

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution Approving Contract Amendments for At-Grade Crossing	Resolution
<input type="checkbox"/> Amendment for ROMA	Resolution
<input type="checkbox"/> Amendment for HDR	Resolution

CITY COUNCIL RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY TO
APPROVE AMENDMENTS TO THE ROMA DESIGN GROUP AND HDR
ENGINEERING, INC. AGREEMENTS INCREASING THE TOTAL COMPENSATION
BY \$52,000 TO COMPLETE ENGINEERING AND DESIGN OF THE PEDESTRIAN
CROSSING FROM THE BART STATION TO THE EAST PLAZA, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENTS IN A
FORM ACCEPTABLE TO THE CITY ATTORNEY**

WHEREAS, the at-grade crossing will provide a pedestrian and bicycle access across the Union Pacific Railroad (UPRR Oakland Subdivision) tracks for an east-side connection to the Union City BART Station with the Public Plaza and Transit Oriented Development (TOD) area adjacent to 11th Street; and

WHEREAS, at its meeting of July 23, 2013, the City Council authorized an agreement with ROMA Design in the sub-amount of \$87,350 to provide optional design services for the railroad at-grade pedestrian crossing; and

WHEREAS, the City Council subsequently authorized an amendment to the agreement to expand the scope of services and increase compensation by \$116,490, for a total of \$203,840; and

WHEREAS, the Parties desire to further amend the Agreement (the “Second Amendment”) to increase the Compensation by \$20,000, for a total of \$223,840, for completion of the construction documents for the architectural portions of the UPRR crossing; and

WHEREAS, the Second Amendment is attached to this resolution and incorporated by reference; and

WHEREAS, at its meeting of March 25, 2014, the City Council authorized an agreement with HDR Engineering, Inc. in the amount of \$107,819 to provide engineering design services for the railroad at-grade pedestrian crossing; and

WHEREAS, on Nov. 17, 2015, Contract Amendment No. 1 in the amount of \$39,987 was issued to HDR Engineering, Inc. for supplemental work required by UPRR to improve safety features in the design which raised the contract amount total to \$147,806; and

WHEREAS, in a letter dated July 27, 2016, stating the additional effort required to incorporate the complex structural design and new architectural features at the crossing as the reasons for the budget overage, HDR Engineering, Inc. requested an additional \$107,762 in order to complete the design; and

WHEREAS, in order for the work to continue with minimal loss of time, Contract Amendments No. 2 and 3 were issued in the amount of \$25,000 and \$82,762, respectively, for a total amount of \$107,762, which brought the contract amount total to \$255,568; and

WHEREAS, Contract Amendment No. 4 (the “Fourth Amendment”) in the amount of \$32,000 will bring the contract amount total to \$287,568 and will allow HDR Engineering, Inc. to complete the design work; and

WHEREAS, the Fourth Amendment is attached to this resolution and incorporated by reference; and

WHEREAS, the City was awarded One-Bay-Area Grant Funds with the combination of Federal and ACTC Vehicle Registration Fee (VRF) funding for Union City BART Phase 2 and the Pedestrian At-Grade Crossing in the amount of \$14,422,000.

WHEREAS, the total project budget for the Pedestrian Crossing design, easement and construction is \$2,000,000 and sufficient grant funds are available to amend the requested consultant agreements.

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves Amendments to the ROMA Design Group and HDR Engineering, Inc. Agreements increasing the Total Compensation by \$52,000 to complete Engineering and Design of the Pedestrian Crossing from the BART Station to the East Plaza, and authorizes the City Manager to execute the amendments in a form acceptable to the City Attorney.

**SECOND AMENDMENT TO THE
CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF UNION CITY AND
ROMA DESIGN GROUP**

This Second Amendment to Consulting Services Agreement (this “Second Amendment”) is entered into effective September 12, 2017, between the City of Union City, a municipal corporation, ("City") and ROMA Design Group, a California corporation (“Consultant”) (together sometimes referred to as "Parties").

RECITALS

WHEREAS, the Parties executed a Consulting Services Agreement (the “Agreement”), dated July 23, 2013, to provide construction support services for BART Phase 2 and optional design services for an at grade crossing; and

WHEREAS, the optional design services for an at grade crossing was budgeted in the amount of \$87,350; and

WHEREAS, the Parties executed the First Amendment to the Agreement (the “First Amendment”) on July 23, 2013 to expand the Scope of Work and increase Compensation by \$116,490, for a total of \$203,840; and

WHEREAS, the Parties desire to further amend the Agreement to increase the Compensation by \$20,000, for a total of \$223,840, for completion of the construction documents for the architectural portions of the UPRR crossing; and

WHEREAS, Consultant states that the need for additional compensation is due to the fact that the process has become very extended, information has not always been available in a timely manner, and Consultant has had to undergo more iterations of the design than anticipated; and

WHEREAS, it is anticipated that a Third Amendment will be required in the future to further increase Compensation for construction support for the at-grade crossing (an estimate of such fees are not known at this time and are not included in this Second Amendment); and

WHEREAS, Consultant requests an additional Twenty Thousand dollars (\$20,000) to compensate for the continuing work effort for completion of the construction documents for the architectural portions of the UPRR crossing; and

WHEREAS, the City Manager is authorized to execute this Second Amendment in a form approved by the City Attorney; and

WHEREAS, pursuant to Section 8.3 of the Agreement, the Parties may amend the Agreement only by writing signed by all the Parties.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 2, Compensation, of the Agreement and First Amendment, is amended to increase the aggregate compensation in the amount of Twenty Thousand dollars (\$20,000).
2. With the exception of the foregoing, all other terms and conditions in the Agreement and First Amendment remain in force and effect.

City of Union City

ROMA Design Group

Antonio E. Acosta
City Manager

Boris Dramov
President

Attest:

Anna Brown
City Clerk

Approved as to Form:

Kristopher J. Kokotaylo
City Attorney

**Contract Amendment No. 4
TO
STANDARD CONTRACTUAL SERVICE AGREEMENT
BETWEEN
CITY OF UNION CITY
AND
HDR ENGINEERING, INC.**

A Standard Contractual Service Agreement was approved by the City Council via Resolution No. 4552-14 on March 25, 2014 in the amount of \$107,819 for engineering design services for the Pedestrian Railroad At-Grade Public & Utility Crossing project, City Project No. 14-14 (01-34B). Contract Amendment No. 1 (\$39,987) was executed with an effective date of Nov. 17, 2015 to include supplemental safety-related work required by UPRR. Contract Amendment No. 2 (\$25,000) and Amendment No. 3 (\$82,762) were approved due to the complex design features and additional structural design calculations and details required to incorporate the new architectural features at the crossing.

This Contract Amendment No. 4 is to revise the agreement as follows:

1. Section 1, **SERVICES**, is modified as follows:
 - a) This additional Scope of Work reflects the design changes due to width of ADA ramps impacted by handrail design, the width of the ADA ramp landings, the radius and dimensions of the semi-circle landing at the bottom of the stairs, addition of trench drains at top of stairs and changes to the electrical drawings to locate pull boxes at the ends of common lines. The above noted changes will require all of the structural drawings to be revised.
2. Section 2, **PAYMENT**, is modified as follows:
 - b) Total compensation for Professional Services provided herein, is increased by \$32,000 to a new amount, not to exceed **\$287,568**.

As hereby amended, the terms and conditions of the Agreement and Amendment shall remain in full force and effect.

Effective Date: September 12, 2017

City of Union City

HDR ENGINEERING, INC.

By: _____
Antonio E. Acosta
City Manager

By: _____
Michael J. Lohman
Vice President

Amendment No. 4 - Pedestrian At-Grade Crossing at BART Station, City Project No. 14-14 (01-34B)



Agenda Item

DATE: 9/12/2017

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: MINTZE CHENG, PUBLIC WORKS DIRECTOR

SUBJECT: ADOPT A RESOLUTION APPROVING A COOPERATIVE AGREEMENT WITH ALAMEDA-CONTRA COSTA TRANSIT DISTRICT (AC TRANSIT) FOR THE SOUTH ALAMEDA COUNTY MAJOR CORRIDORS TRAVEL TIME IMPROVEMENT PROJECT (LINE 97 ROUTE)

Staff recommends approval of a resolution authorizing a cooperation agreement with Alameda-Contra Costa Transit District (AC Transit) for the South Alameda County Major Corridors Travel Time Improvement Project (Line 97 Route). Line 97 Route travels through San Leandro, Hayward, and Union City and Alameda County.

BACKGROUND

The South Alameda County Major Corridors Travel Time Improvement Project (Project) is intended to enhance corridor traffic and transit operations along Hesperian Boulevard, Union City Boulevard, Alvarado Boulevard, Dyer Street, Alvarado-Niles Road and Decoto Road (AC Transit Line 97) in Union City, Hayward, Unincorporated Alameda County and San Leandro.

Specific improvements in Union City include implementation of Transit Signal Priority systems, which use technology to reduce wait time at traffic signals for transit vehicles by holding green lights longer or shortening red lights, as well as updating of traffic signal timing coordination along the corridor. Relocation of certain bus stops may also be necessary if impacts to the adjoining businesses or properties can be mitigated. All proposed improvements are to be constructed within the existing public right-of-way. This project will improve a total of sixty-one (61) signalized intersections, including twenty seven (27) in Union City.

DISCUSSION

In September, 2014, AC Transit received \$5.0 million in grant funds through the Metropolitan Transportation Commission (MTC) Transit Priority Initiative (TPI) - Investment program for the South Alameda County

Major Corridors Travel Time Improvement Project. MTC also assigned \$500,000 of Federal funds through the Next Generation Arterial Operation Program (NGAOP) to be used for preliminary systems engineering for the project. AC Transit, Union City Transit, and the Alameda County Public Works Agency (ACPWA) were subsequently awarded \$228,000 in Transportation Fund for Clean Air (TFCA) funding through the Alameda County Transportation Commission (ACTC) to offset the local match the District is contributing to the project. The entire project budget is estimated to be approximately \$5.7 million.

Union City Transit can also benefit from this project by installing similar devices in our buses.

To be able to execute the design and construction of the project, AC Transit requires a cooperative agreement in place with the cities of San Leandro, Hayward, and Union City and Alameda County to identify roles and responsibilities for the project.

FISCAL IMPACT

Project improvements (design and construction) are funded through grants awarded to AC Transit. City will absorb staff support/coordination cost to the said project.

RECOMMENDATION

Staff recommends that Council approve the attached resolution authorizing approving a Cooperative Agreement with Alameda-Contra Costa Transit District (AC Transit) for the South Alameda County Major Corridors Travel Time Improvement Project (Line 97 route) and authorize the City Manager to sign said agreement.

Prepared by:

Michael Renk, Civil Engineer III

Submitted by:

Mintze Cheng, Public Works Director

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution	Resolution
<input type="checkbox"/> Exhibit - Draft Cooperative Agreement	Exhibit

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY
APPROVING A COOPERATIVE AGREEMENT WITH ALAMEDA-CONTRA
COSTA TRANSIT DISTRICT (AC TRANSIT) FOR THE SOUTH ALAMEDA
COUNTY MAJOR CORRIDORS TRAVEL TIME IMPROVEMENT
PROJECT (LINE 97 ROUTE) AND AUTHORIZING CITY MANAGER TO SIGN
SAID AGREEMENT**

WHEREAS, the Alameda-Contra Costa Transit District (AC Transit) has proposed to implement the South Alameda County Major Corridors Travel Time Improvement Project (Line 97 Route); and

WHEREAS, the Project will result in specified traffic signal and bus stop enhancements at twenty-seven intersections in Union City; and

WHEREAS, AC Transit has secured all project funding through various Federal Grants; and

WHEREAS, AC Transit is required to enter into a Cooperative Agreement with the City of Union City specifying each agency's roles and responsibilities in project implementation and maintenance.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves a Cooperative Agreement with AC Transit for said Project; and

BE IT FURTHER RESOLVED that the City Council of the City of Union City does hereby authorize the City Manager to sign said Agreement and any amendments thereto.

COOPERATIVE AGREEMENT
BETWEEN THE STAKEHOLDER AGENCIES AND AC TRANSIT FOR DESIGN,
CONSTRUCTION, OPERATIONS AND MAINTENANCE OF THE
SOUTH ALAMEDA COUNTY MAJOR CORRIDORS TRAVEL TIME IMPROVEMENT PROJECT
(AC TRANSIT LINE 97 TPI) IN UNINCORPORATED ALAMEDA COUNTY, SAN LEANDRO,
HAYWARD, AND UNION CITY, CALIFORNIA

THIS COOPERATIVE AGREEMENT ("Agreement") is entered into as of August 1, 2017, by and between the County of Alameda, City of Hayward, City of San Leandro, and City of Union City ("STAKEHOLDER AGENCIES"), and the ALAMEDA-CONTRA COSTA TRANSIT DISTRICT ("AC TRANSIT") a special transit district established pursuant to California Public Utilities Code, Section 24501 et seq.

RECITALS

- A. AC TRANSIT, in cooperation with other local, state and federal agencies, including STAKEHOLDER AGENCIES, desire to construct transit-friendly roadway improvements and traffic signalization improvements as specified in the attached Exhibits A, B, and C, which are incorporated by reference herein ("PROJECT").
- B. AC TRANSIT and the STAKEHOLDER AGENCIES have entered into a memorandum of understanding ("MOU") regarding the PROJECT described herein. The PROJECT's ability to implement seamless and coordinated timing between jurisdictions is enhanced by cooperation between the parties to the MOU.
- C. The MOU anticipated the need for implementing agreements, including, but not limited to, this agreement.
- D. AC TRANSIT represents that it has \$5,700,000 in federal funds committed and available for the implementation of the PROJECT.
- E. STAKEHOLDER AGENCIES represent that they are ready and able to provide the staff time required to support delivery of the PROJECT.
- F. AC TRANSIT represents that it will complete the design of the PROJECT and administer the construction of the PROJECT upon the approval and with the support of STAKEHOLDER AGENCY staff.
- G. The PROJECT will be implemented by AC TRANSIT unless otherwise noted. The PROJECT will install sidewalk at select bus stops to facilitate pedestrian boarding of buses and upgrade ADA ramps at select bus stops along the project length. The PROJECT will also upgrade traffic signals with Transit Signal Priority technology so that signals can provide transit vehicles an early green phase, or a green phase extension when needed. Other improvements to signals include incorporation of an adaptive signal control system, and interconnect between signals.

SECTION I
PROJECT DESIGN, CONSTRUCTION, ADMINISTRATION AND MAINTENANCE

- A. STAKEHOLDER AGENCIES AGREE:
 - 1. To cooperate in the review, approval, and support of AC TRANSIT's design documents, contract administration, procurement, and to provide resident engineering and inspection during construction, administration services, and any additional reasonable support needed for PROJECT completion.
 - 2. To operate and maintain as installed and be responsible for the operation and maintenance of the elements installed as part of the PROJECT as identified in Exhibit B. California Department of Transportation (Caltrans) is not part of this Agreement. Caltrans and AC TRANSIT will enter

into an Operations Agreement for the intersections owned and operated by Caltrans within the PROJECT.

3. To cooperate in AC TRANSIT's installation of the proposed existing and new bus stops that are part of the PROJECT as identified in Exhibit C. Such cooperation shall include designating the identified bus stop areas for use solely by AC Transit vehicles through the use of regulatory signs, pavement markings, and red-painted curb. The PROJECT will not change ownership or maintenance responsibilities of the existing and new bus stops. AC TRANSIT maintains bus poles. STAKEHOLDER AGENCIES maintain sidewalks and curb. Shelters, benches and trash receptacles are maintained by STAKEHOLDER AGENCIES or a third party through a contract with STAKEHOLDER AGENCIES. Existing bus stop locations and proposed changes to each location are identified in Exhibit C.
4. To grant an encroachment permit authorizing AC TRANSIT or its contractor to perform all construction activities required by the PROJECT within the STAKEHOLDER AGENCY right of way.

B. AC TRANSIT AGREES:

1. To be responsible for planning, designing, engineering, constructing, testing, and implementing the PROJECT and to cooperate with STAKEHOLDER AGENCIES and their staff, agents, in planning, designing, engineering, constructing, testing, and implementing the PROJECT, including, but not limited to, the procurement of equipment and software in a manner that allows STAKEHOLDER AGENCIES to utilize, operate, and maintain such equipment and software, including, among other things, rights to utilize support services and enforce warranties.
2. To, at its own expense, handle any environmental reviews and develop and implement a public awareness program to inform the public regarding the PROJECT prior to its implementation.
3. To designate, at its own expense, an AC TRANSIT representative to work with the STAKEHOLDER AGENCIES in coordinating all aspects of the PROJECT including planning, engineering, construction and installation work.
4. To include a provision in any construction or professional service contracts for the PROJECT that requires the contractor and its subcontractor(s) to defend, indemnify, and hold harmless the STAKEHOLDER AGENCIES from any claims, lawsuits or judgements arising out of the contractor's negligence or willful acts or omissions arising out of its work under said construction or professional services contracts (with legal counsel reasonably acceptable to the STAKEHOLDER AGENCIES), to the fullest extent permitted by law.
5. To include a provision in any construction or professional service contracts for the PROJECT requiring any contractor to name STAKEHOLDER AGENCIES as an additional insured with endorsements and certifications as provided in the attached Exhibit D as to work performed under the construction or professional service contracts.

AC Transit will provide necessary equipment and support to maintain TSP system, and all associated cables and equipment for the duration of this Agreement.

C. AC TRANSIT AND COUNTY OF ALAMEDA (COUNTY) AGREE:

1. For the segment impacted by the Hesperian Boulevard Corridor Improvement Project from Embers Way to West A Street by the County, AC TRANSIT and the COUNTY agree to share cost and responsibilities as provided in the attached Exhibit E.

SECTION II
MISCELLANEOUS PROVISIONS

THE PARTIES MUTUALLY AGREE:

1. To cooperate, under the terms of this Agreement, in the support, review, and approval of the design, procurement, construction and implementation of the PROJECT.
2. Upon completing and accepting all work on the PROJECT under this Agreement, ownership and title to the materials, equipment and appurtenances will be as provided in Exhibit B, and ownership will automatically vest in the STAKEHOLDER AGENCY for those facilities identified as owned by STAKEHOLDER AGENCY in Exhibit B. No further agreement will be necessary to transfer ownership as hereinbefore stated. The STAKEHOLDER AGENCIES will be the sole owner and will be responsible for operation and maintenance of the traffic signal and communications equipment as provided in Exhibit B.
3. STAKEHOLDER AGENCIES will enter into a Maintenance Agreement with STAKEHOLDER AGENCIES and Caltrans, which establishes on-going provision for cost sharing of maintaining the adaptive signal control system.
4. The parties shall each observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies having jurisdiction over the scope of the PROJECT or any part thereof, including, but not limited to, all laws and regulations regarding public works projects, the provisions of the California Occupational Safety and Health Act, and all federal, state, municipal, and local safety regulations.
5. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties, or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, improvement or maintenance of State highways and public facilities different or greater than the standard of care imposed by law.
6. Neither AC TRANSIT, nor its directors, officers and employees, shall be responsible for any damage, loss, expense, costs or liability occurring by any act or omission by STAKEHOLDER AGENCIES under or in connection with any work, authority or jurisdiction delegated to STAKEHOLDER AGENCIES under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, STAKEHOLDER AGENCIES shall fully defend, indemnify and save harmless AC TRANSIT, and its directors, officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of any act or omission by STAKEHOLDER AGENCIES under or in connection with any work, authority or jurisdiction delegated to STAKEHOLDER AGENCIES under this Agreement, except those arising by reason of the sole negligence or willful misconduct of AC TRANSIT, its directors, its officers, or its employees.
7. Neither STAKEHOLDER AGENCIES, nor their officers and employees, shall be responsible for any damage, loss, expense, costs or liability occurring by reason of any act or omission by AC TRANSIT under or in connection with any work, authority or jurisdiction delegated to AC TRANSIT under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AC TRANSIT shall fully defend, indemnify and save harmless the STAKEHOLDER AGENCIES, and their officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of act or omission by AC TRANSIT under or in connection with any work, authority or jurisdiction delegated to AC TRANSIT under this Agreement, except those arising by reason of the sole negligence or willful misconduct of STAKEHOLDER AGENCIES, their officers, or their employees.

8. In the event a STAKEHOLDER AGENCY installs a new signal on the PROJECT segment during the term of this agreement, the STAKEHOLDER AGENCY is responsible for integrating the new signal with the PROJECT.
9. Except for the obligations for indemnification and dispute resolution, which shall survive termination of this agreement, obligations under this cooperative agreement will be in effect for 15 years from the date it is executed.
10. The parties shall work together in the spirit of good faith and cooperation to successfully implement this Agreement. To the extent there are disagreements between the STAKEHOLDER AGENCIES and AC TRANSIT, those disagreements shall immediately be raised between the parties. Prior to initiating any legal action, the parties hereto agree to meet in good faith to attempt to resolve any dispute, including, but not limited to consulting with any Technical Advisory Committee (TAC) or Technical Coordinating Committee (TCC) that is established to assist in project management. TAC will consist of executive managers of the STAKEHOLDER AGENCY, AC TRANSIT and Caltrans. TCC will be comprised of technical staff from the STAKEHOLDER AGENCY, AC TRANSIT and Caltrans who are responsible for day-to-day transportation service, operations and management of their respective systems within the PROJECT. In the event the parties cannot resolve the dispute through the TAC and/or TCC, they will make a thorough good faith effort to resolve such issues through a mediation process conducted by an impartial third party. The parties shall jointly select and engage the efforts of a mediator to help resolve the dispute. The parties shall share the costs of the mediator equally. If the issue still remains unsolved, either party may bring a legal action seeking resolution of the disagreement. However, any and all legal actions may only be brought if the preceding dispute resolution process has been satisfied.
11. In the event a good faith dispute cannot be resolved through the dispute resolution process described in Section II 7 of this Agreement, either the STAKEHOLDER AGENCY or AC TRANSIT may terminate this Agreement upon 60 days' prior written notice to the other party. If STAKEHOLDER AGENCY desires to terminate this Agreement under this provision, such written notice shall be sent by U.S. Postal Service certified mail to: General Manager, AC Transit, 1600 Franklin Street, Oakland, CA 94612. If AC TRANSIT desires to terminate this Agreement under this provision, such written notice shall be sent by U.S. Postal Service certified mail to STAKEHOLDER AGENCY general management address.
12. In the event that this Agreement is terminated by either party before the PROJECT has been completed, AC TRANSIT shall pay only those reasonable costs incurred by the STAKEHOLDER AGENCY for work that could not have been suspended at the time of the notice of termination. AC TRANSIT will reimburse the STAKEHOLDER AGENCY for eligible costs incurred following termination that reasonably were incurred at the time of termination and such additional eligible costs necessary to bring any portion of the outstanding work to a reasonable point of completion following the notice of termination. If there is any question regarding the work to be completed, the parties will discuss the outstanding work and concur on the stage at which the incomplete work will end following the receipt of the notice of termination.
13. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situations shall remain in full force and effect. Notwithstanding the foregoing, if any term or provision of this Agreement or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then the parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

14. This agreement and all work performed thereunder shall be interpreted under and pursuant to the laws of the State of California. The parties agree that the jurisdiction and venue of any dispute arising under this agreement shall be the Superior Court of Alameda County.
15. Neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other.
16. Each party agrees to keep and maintain (and to require all contractors and subcontractors connected with performance of this agreement to keep and maintain records) showing actual time devoted and all costs incurred in the performance of all work subject to this agreement until three (3) years after the accepted completion of the project, or until such later date as is required under applicable law; provided, however, that if any actions brought under the dispute resolution provisions of this agreement or lawsuits arising from this agreement have not been finally resolved by the foregoing deadline, then any records which pertain to any such action shall be maintained until such actions have been finally resolved.
17. This agreement shall commence as of the date entered and shall continue in effect until the parties reach a mutually agreeable date for termination of the agreement after all work required by this agreement has been completed.
18. All of the terms, provisions and conditions of the agreement hereunder, shall be binding upon and inure the parties hereto and their respective successors, assigns and legal representatives.
19. By signing this agreement, STAKEHOLDER AGENCIES and AC TRANSIT covenant that each presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of the services called for under this agreement. STAKEHOLDER AGENCIES and AC TRANSIT further covenant that in the performance of this agreement no person having any such interest shall be employed by the STAKEHOLDER AGENCY.
20. This agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this agreement, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This agreements may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this agreement shall be void and of no effect.
21. This agreement may be executed in any number of original counterpart signature pages, and each counterpart signature page shall be attached to and incorporated in the original agreement.
22. By signing this agreement, each signatory warrants and represents that he/she executed this agreement in his/her authorized capacity and that by his/her signature on this agreement, he/she or, if acting on behalf of an entity, the entity upon behalf of which he/she acted, executed this agreement.

SECTION III DEFINITIONS

STAKEHOLDER AGENCIES – Collectively the County of Alameda, City of Union City, City of San Leandro, and the City of Hayward.

STAKEHOLDER AGENCY – each of the County of Alameda, City of Union City, City of San Leandro, and the City of Hayward.

Signed by:

AC Transit

Date

Michael Hursh

General Manager

Approved as to form and content:

Denise Standridge

General Counsel for AC Transit

DRAFT

City of San Leandro

Date

Keith Cooke

Engineering & Transportation Director

DRAFT

City of Union City

Date

Antonio Acosta

City Manager

DRAFT

County of Alameda

Date

Scott Haggerty

President, Alameda County Board of Supervisors

Approved as to form:

Donna R. Ziegler, County Counsel

By: Kathy Lee, Deputy County Counsel

City of Hayward

Date

Date

Morad Fakhrai

Director of Public Works

Engineering and Transportation

Kelly McAdoo

City Manager

Date

Attest:

Date

Michael Lawson

City Attorney

Miriam Lens

City Clerk



Agenda Item

DATE: 9/12/2017

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: DARRYL McALLISTER, CHIEF OF POLICE

SUBJECT: ADOPT A RESOLUTION ACCEPTING THE FEDERAL JUSTICE ASSISTANCE GRANT (JAG) – FORMULA IN THE AMOUNT OF \$17,881.85 AND APPROPRIATING SAID FUNDS TO THE POLICE DEPARTMENT BUDGET

The City has been awarded Federal Justice Assistance Grants (JAG) Funds for the partial reimbursement of equipment expenses incurred in a prior fiscal year, and needs to accept and appropriate said funds to reduce General Fund costs. A resolution has been prepared for this purpose, and staff recommends approval of the proposed resolution.

BACKGROUND

This item is brought forth to the Council for acceptance and appropriation of the aforementioned JAG grant funding, which reimburses the Union City Police Department for qualifying purchases accomplished in a previous year.

DISCUSSION

The Federal Department of Justice, Bureau of Justice Assistance, has instituted the Justice Assistance Grant - Formula for 2015. The Union City Police Department has now received an allocation of \$18,828, less a 5% administrative fee, with the total received being \$17,881.85. Qualifying purchases were already made in this amount using General Fund monies and this appropriation reimburses those expenditures.

The Edward Byrne Memorial Justice Assistance Grant Program allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system. JAG replaces the Byrne Formula and Local Law Enforcement Block Grant (LLEBG) programs with a single funding mechanism that simplifies the administration process for grantees.

The procedure for allocating JAG funds is a formula based on population and crime statistics, in combination with a minimum allocation to ensure that each state and territory receives an appropriate share. Traditionally, under the Byrne Formula and LLEBG Programs, funds were distributed 60/40 between state and local recipients. This distribution continues under JAG. The distribution cycle of JAG funds frequently occurs after the year to which the funds are awarded, and thus the award often applies as a reimbursement to recipients that choose to leverage general fund monies ahead of time in the amount of the award. Such is the case for this award, which attributes to the 2015 cycle.

A public hearing on the acceptance and appropriations is not required as this was held at the County level as a means of simplifying the administration process.

The Union City Police Department used the allotted funds totaling \$17,881.85, based on this pledged reimbursement. This funding source created an opportunity for the Police Department to acquire equipment and provide training, which enhances employee safety and department professionalism.

Specifically the funds will be used as reimbursement for the following qualifying equipment:

A. Equipment

The Union City Police Department will use the 2015 JAG funding as reimbursement for communication and presentation technology (interactive smart boards), which were purchased in a previous fiscal year. This equipment provides greater efficiency by utilizing state of the art, all in one, interactive software and display equipment.

B. Budget:

Item	Purpose	Total
Interactive Boards	The all-in-one interactive boards assist with patrol briefings, training, preparation for special operations and additional professional needs.	\$24,792.96
	JAG Grant Funding	\$17,881.85
	General Fund- Police	6,911.11
	Total	\$24,792.96

C. Conclusion

In conclusion, the funding received through this JAG funding opportunity is \$17,881.85. Based on factors listed in the above paragraph, staff purchased two interactive boards totaling \$24,792.96, utilizing General Fund monies (account number 1110-2110-21011-54123). Staff requests the \$17,881.85 be reimbursed to this account to offset the cost of the qualifying purchase.

FISCAL IMPACT

There is no negative fiscal impact to the City.

RECOMMENDATION

It is the recommendation of staff that Council approve the proposed resolution accepting the 2015 Justice Assistance Grant (JAG) - Formula in the amount of \$17,881.85 and appropriating said funds to the Police Department budget as reimbursement for the qualifying equipment purchase.

Prepared by:

Gloria Lopez-Vaughan, Police Captain

Submitted by:

Gloria Lopez-Vaughan, Police Captain

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution	Resolution
<input type="checkbox"/> Budget Transfer Request	Attachment

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY
ACCEPTING THE 2015 FEDERAL JUSTICE ASSISTANCE GRANT
(JAG) – FORMULA IN THE AMOUNT OF \$17,881.85 AND
APPROPRIATING SAID FUNDS TO THE POLICE DEPARTMENT BUDGET**

WHEREAS, the Federal Department of Justice, Bureau of Justice Assistance, has provided \$17,881.85 in Justice Assistance Grant (JAG) Formula funds for the purpose of supporting front line police capabilities to the City of Union City; and

WHEREAS, staff identified the need to acquire equipment that enhances training and professionalism; and

WHEREAS, these grant funds will reimburse the city for approximately 75% of the cost of said equipment.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Union City hereby authorize the acceptance of the 2015 Justice Assistance Grant (JAG) Formula funds and appropriates funds as reimbursement for qualifying purchases accomplished in a previous year:

<u>Program Area</u>	<u>Account</u>	<u>Amount</u>
Other Supplies	1110-2110-21011-54123	\$17,881.85

$$[x]$$

Approved by Council Action/Resolution # _____

Tuesday, September 12, 2017



Agenda Item

DATE: 9/12/2017

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: DARRYL McALLISTER, CHIEF OF POLICE

SUBJECT: ADOPT A RESOLUTION ACCEPTING THE FEDERAL JUSTICE ASSISTANCE GRANT (JAG) – FORMULA IN THE AMOUNT OF \$16,726.65 AND APPROPRIATING SAID FUNDS TO THE POLICE DEPARTMENT BUDGET

The City has been awarded Federal Justice Assistance Grants (JAG) Funds for the partial reimbursement of equipment expenses incurred in a prior fiscal year, and needs to accept and appropriate said funds to reduce General Fund costs. A resolution has been prepared for this purpose, and staff recommends approval of the proposed resolution.

BACKGROUND

This item is brought forth to the Council for acceptance and appropriation of the aforementioned JAG grant funding, which reimburses the Union City Police Department for qualifying purchases accomplished in a previous year.

DISCUSSION

The Federal Department of Justice, Bureau of Justice Assistance, has instituted the Justice Assistance Grant - Formula for 2016. The Union City Police Department received an allocation of \$16,726.65, after subtracting the 5% administrative fee.

The Edward Byrne Memorial Justice Assistance Grant Program allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system. JAG replaces the Byrne Formula and Local Law Enforcement Block Grant (LLEBG) programs with a single funding mechanism that simplifies the administration process for grantees.

The procedure for allocating JAG funds is a formula based on population and crime statistics, in combination with a minimum allocation to ensure that each state and territory receives an appropriate share. Traditionally,

under the Byrne Formula and LLEBG Programs, funds were distributed 60/40 between state and local recipients. This distribution continues under JAG. The distribution cycle of JAG funds frequently occurs after the year to which the funds are awarded, and thus the award often applies as a reimbursement to recipients that choose to leverage general fund monies ahead of time in the amount of the award. Such is the case for this award, which attributes to the 2016 cycle.

A public hearing on the acceptance and appropriations is not required as this was held at the County level as a means of simplifying the administration process.

The Union City Police Department intends to use the \$16,726.65 in JAG funding to support front line police capabilities as required under the grant. This funding source creates an opportunity for the Police Department to allocate directed policing services appropriately and enhance the quality of criminal investigations through the use of technology, and tire deflation devices thereby stopping or eliminating pursuits; which increases officer and community safety.

Specifically the funds would be used in the following areas:

Operating Expenses

The Union City Police department will use the JAG funding to purchase equipment to improve police capabilities of either eliminating, stopping or better tracking vehicles involved in criminal activities or pursuits.

Proposed Budget:

The police department anticipates purchasing (25) tire deflation devices or GPS tracking equipment used specifically for stopping, eliminating, or tracking pursuits. Each unit is anticipated to cost \$400 for a total equipment cost of \$10,000. The overtime and training costs associated to this equipment is anticipated to be \$7,000 for a total cost of \$17,000.

Conclusion

The proposed budgets are based on projected costs based on quotes received from vendors. Due to the current state of the economy, economy of scale opportunities, and ongoing negotiations of purchase prices for the items listed, savings within one category will be reallocated to another so as to leverage funding to the greatest extent possible to achieve the overall goals of this proposal.

In conclusion, the funding sought through this JAG funding opportunity is \$16,726.65. Based on factors listed in the above paragraph, staff anticipates that expenses will be approximately \$17,000 for equipment and training.

FISCAL IMPACT

There would be no negative fiscal impact to the City.

RECOMMENDATION

It is the recommendation of staff that Council approve the proposed resolution accepting the 2016 Justice Assistance Grant (JAG) - Formula in the amount of \$16,726.65 and appropriating said funds to the Police Department budget as reimbursement for the qualifying equipment purchase.

Prepared by:

Gloria Lopez-Vaughan, Police Captain

Submitted by:

Gloria Lopez-Vaughan, Police Captain

ATTACHMENTS:

Description	Type
☐ Resolution 2016 JAG	Resolution
☐ Budget Transfer	Attachment

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY
ACCEPTING THE 2016 FEDERAL JUSTICE ASSISTANCE GRANT
(JAG) – FORMULA IN THE AMOUNT OF \$16,726.65 AND
APPROPRIATING SAID FUNDS TO THE POLICE DEPARTMENT BUDGET**

WHEREAS, the Federal Department of Justice, Bureau of Justice Assistance, has provided \$16,726.65 in 2016 Justice Assistance Grant (JAG) Formula funds for the purpose of supporting front line police capabilities to the City of Union City; and

WHEREAS, staff identified the need to acquire equipment that enhances employee and community safety.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Union City hereby authorize the acceptance of the 2016 Justice Assistance Grant (JAG) Formula funds and appropriates funds to the listed areas in the amounts specified:

<u>Program Area</u>	<u>Account</u>	<u>Amount</u>
Patrol Safety	1110-2199-21140-53701	\$16,726.65

$$[x]$$

Approved by Council Action/Resolution # _____

Tuesday, September 12, 2017



Agenda Item

DATE: 9/12/2017

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: MINTZE CHENG, DIRECTOR OF PUBLIC WORKS

SUBJECT: ADOPT A RESOLUTION TO AWARD A CONSTRUCTION CONTRACT FOR CITY PROJECT NO. 16-35, VETERANS MEMORIAL PARK IN THE AMOUNT OF \$291,537.12 TO SILMAN VENTURE CORPORATION, AND APPROPRIATE AN ADDITIONAL \$100,000 FROM THE SPECIAL PARKS FUND (FUND 2550), AND \$100,000 RECEIVED FROM TRI-CED COMMUNITY RECYCLING, INC. TO SAID PROJECT

A resolution has been prepared appropriating additional funds in the amount of \$100,000.00 from Tri-Ced and \$100,000.00 from the Special Parks Fund (Fund 2550) to cover the final costs for the Veterans Memorial Project (Project), and to award a construction contract to SilMan Venture Corporation in the amount of \$291,537.12 for the Project. Staff recommends approval of the proposed resolution.

BACKGROUND

On September 27th, 2016, City Council approved Resolution No. 4975-16, authorizing the City Manager to execute an agreement with the County of Alameda for the funding of the Veterans Memorial Project in the amount of \$200,000.00. The funding is for the design and construction of an enhanced memorial site, honoring veterans from our community and those who served our country.

The enhanced memorial will be constructed in Union City's Veterans Memorial Park located at 4525 Dyer Street (the cross street is Regents Boulevard) in the same location as the existing memorial (which consists of six (6) flagpoles and flags memorializing the six branches of the national services (Army, Navy, Marines, Air Force, Coast Guard, and Merchant Marine). The design is based on concepts and feed back from the Filipino American Veterans group, community members and civic leaders, such as former Union City Councilmember (and current Union sanitary District Board Member) Manny Fernandez & Alameda County Supervisor (and former Union City Councilmember) Richard Valle. The vision is to provide a permanent memorial site that pays tribute to every service branch in our military and to allow visitors a place to reflect & honor those who have served, and in many cases, given their lives for our nation's safety and freedoms.

On April 11th, 2017, Supervisor Valle presented the City with a \$100,000.00 check from Tri-CED for the Project at the regular City Council meeting (Note: this money was essentially the City grant awarded to Tri-CED for the

Project last year). The Tri-CED funds need to be appropriated to this project. In addition, based on recent bid results, a supplemental appropriation is required to complete Project funding (see below).

DISCUSSION

Three (3) bids were received on September 2, 2017 for the Project. The low bidder is SilMan Venture Corporation of San Leandro, California in the base bid amount of \$282,131.71, including two alternate bids at a sum of \$9,405.41, for a grand total of \$291,537.12. The low bid is 12.9% more than the engineer's estimate. Recent bid openings for Public Works construction projects have consistently come in higher than the engineer's estimate. Some of the reasons contributing to this phenomenon include contractors being extremely busy (i.e., they don't need the work as much as when business is slow) and there is a lack of competition from medium/big size contractors.

Public Works has never worked with SilMan Venture Corporation before, but received positive recommendations from previous clients, such as BASF, FedEx, and Woodbridge Winery. Public Works staff recommends the project be awarded to SilMan Venture Corporation Construction. A copy of the bid summary is attached for reference (Exhibit A).

FISCAL IMPACT

The project originally had funding of \$200,000.00 and approximately \$57,000.00 has been spent on landscape & architectural design and engineering review fees. There is currently \$143,080.94 remaining and after appropriating the \$100,000 received from Tri-CED, there is still a short fall of \$48,500.00. After including a 10% contingency, special inspection, and construction management, project will need an additional \$100,000.00. There are sufficient funds in the Special Parks Fund (Fund 2550) balance for the requested additional appropriation.

RECOMMENDATION

Staff recommends that City Council adopt the attached resolution to:

1. Appropriate \$100,000.00 from Tri-CED (Fund 4100) and \$100,000 from City's Special Parks Fund balance (Fund 2550) for the Veterans Memorial Park Project; and
2. Award the construction contract in the amount of \$291,537.12 to SilMan Venture Corporation of San Leandro for construction of the Veterans Memorial Park Project.

Prepared by:

Travis Huang, Interim Transit Manager

Submitted by:

Mintze Cheng, Public Works Director

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution	Resolution
<input type="checkbox"/> Exhibit A - Bid Summary	Exhibit
<input type="checkbox"/> Resolution Attachment - Transfer Fund Form	Resolution

RESOLUTION NO.

RESOLUTION TO AWARD A CONSTRUCTION CONTRACT FOR CITY PROJECT NO. 16-35, VETERANS MEMORIAL PARK IN THE AMOUNT OF \$291,537.12 TO SILMAN VENTURE CORPORATION (SAN LEANDRO), AND APPROPRIATE AN ADDITIONAL \$100,000 FROM THE SPECIAL PARKS FUND (FUND 2550), AND \$100,000 RECEIVED FROM TRI-CED COMMUNITY RECYCLING, INC. TO SAID PROJECT

WHEREAS, the City Clerk of the City of Union City has, upon due notice, received three (3) bids on September 2, 2017 for the Veterans Memorial Park, Project No. 16-35 ("Project"); and

WHEREAS, SilMan Venture Corporation of San Leandro, California has the lowest responsible bid of \$291,537.12 including alternate bids; and

WHEREAS, the overall construction cost of the Project is approximately \$338,690.83, which includes contingency, inspections, and construction management; and

WHEREAS, the Project currently has a fund balance of \$143,080.89, with a fund shortage of \$195,609.94; and

WHEREAS, the additional appropriation of \$100,000.00 can be made from funds already received from Tri-CED for the Project; and

WHEREAS, an additional appropriation of \$100,000.00 can be made available from the Special Parks Fund balance to the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Union City, that supplemental funds in the total amount of \$200,000.00 are hereby appropriated to the Veterans Memorial Park, City Project No. 16-35 from Tri-CED monies already received from Tri-CED in the amount of \$100,000 and a supplemental appropriation from the Special Parks Fund balance in the amount of \$100,000; and

BE IT FURTHER RESOLVED that SilMan Venture Corporation of San Leandro be awarded the construction contract for the Veterans Memorial Park Project contract in the amount of \$291,537.12; and

BE IT FURTHER RESOLVED that the City Manager of the City of Union City is hereby authorized and directed to execute the hereinabove mentioned agreement and any subsequent amendments thereto.

CITY OF UNION CITY
BID SUMMARY

PROJECT: Bid opening – Veterans Memorial Park Improvements
City Project No. 16-35

Project Manager: Travis Huang

DATE: September 5, 2017

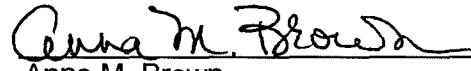
TIME: 2:00 p.m.

LOCATION: City Council Chamber

No	BIDDERS	BID AMOUNT	*CORRECTED BID AMOUNT
		<u>Base</u> Additive	
1.	FBD Vanguard Construction, Inc	\$325,489.35	
2.	Silman	\$282,131.71	
3.	Guerra Construction Group	\$342,832.00	
4.			

I, Anna M. Brown, City Clerk of the City of Union City, do hereby certify that on September 5, 2017, I received and opened three (3) bids for the above-mentioned project.

* Note: All bid amounts will be verified by the Engineer. Any corrections will be shown in the column above.


Anna M. Brown
City Clerk

**REQUEST FOR BUDGET TRANSFER
OR
SUPPLEMENTAL APPROPRIATION**

Nature of adjustment:

Approved by Council Action/Resolution # _____

INCREASE BUDGET FOR THIS ACCOUNT			DECREASE BUDGET OF THIS ACCOUNT	
ACCOUNT NUMBER	AMOUNT		ACCOUNT NUMBER	AMOUNT
4100-3199-91635	\$100,000		Tri-Ced Fund	\$100,000
2550 -3199-91635	\$100,000		Fund 2550 Special Parks	\$100,000
Veteran Memorial Park Improvements			Fund Balance	

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Agenda Item

DATE: 9/12/2017

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, ECONOMIC AND COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: PUBLIC HEARING (PUBLISHED NOTICED) TO ADOPT A RESOLUTION APPROVING THE 2016-2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) AND AUTHORIZING THE CITY MANAGER TO SUBMIT THE 2016-2017 CDBG CAPER TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

It is recommended that the City Council hold a public hearing on the 2016-2017 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) and adopt a resolution approving the 2016-2017 CAPER and authorizing its submittal to the U.S. Department of Housing and Urban Development (HUD). Included as Exhibit A is the 2016-2017 CAPER.

BACKGROUND

The City of Union City receives Community Development Block Grant (“CDBG”) funding on an annual basis from the U.S. Department of Housing and Urban Development (“HUD”). As part of the requirements to receive this funding, the City must prepare and submit a CAPER to HUD every year.

The CAPER describes how CDBG-funded activities addressed the City’s housing and community development needs and compares its accomplishments to the goals the City set in the FY 16-17 Annual Action Plan. The CAPER also provides a comprehensive accounting of all CDBG funds allocated and expended during FY 16-17.

DISCUSSION

In FY 16-17, the City spent a total of \$464,369 in CDBG funding. The City also supplemented CDBG funds by committing \$93,000 in HOME funds to 3 housing rehabilitation projects and allocating \$244,900 in General Fund dollars to support eight (8) public service programs. In total the City spent \$802,269 on housing and community development related activities. More specifically, the City supported the following programs in FY

16-17, as shown below.

- The City spent \$59,809 in CDBG funds and \$244,900 General Fund dollars to support 14 public service programs.

Organization/Program	Funding Source	# of UC Residents Served FY 16-17 Goal	FY 16-17 Accomplishments
Abode Services			
Sunrise Village Homeless Shelter	CDBG	10	27
Bay Area Community Services Adult Day Care	CDBG	6	10
Bay Area Community Services South County Wellness Center	CDBG	4	12
Centro de Servicios Alvarado Location	General Fund	360	319*
Centro de Servicios Decoto Location	General Fund	12,000	7,386*
City of Fremont Senior Support Program	General Fund	25	74
ECHO**			
Fair Housing & Tenant/Landlord	CDBG	355 – T/L 15 – FH	81 – T/L 11 – FH
Filipinos Advocate for Justice Youth Program	General Fund	65	83
Kidango			
Early Education (Decoto)	General Fund	9	103
Kidango			
Early Intervention Program	General Fund	5	15
Life Elder Care			
Meals on Wheels	General Fund	150	203
Safe Alternatives to Violent Environments (SAVE)			
Domestic Violence Shelter	CDBG	36	69
Spectrum			
Fall PreventionProgram	CDBG	70	65
Spectrum			
Senior Nutrition Program (SNAP)	CDBG	225	259
Tri-City Volunteers			
Food Pantry	General Fund	6,000	6,049*

*Centro de Servicio and Tri-City Volunteers' accomplishments include duplicate clients

** T/L = Tenant/Landlord Counseling and FH = Fair Housing

- The City also allocated CDBG and HOME funds to the Alameda County Healthy Homes Department to implement the City's Housing Rehabilitation Program, which provides repair and rehabilitation grants to low income homeowners. This year the program completed 22 minor home repair grants, one accessibility grant, and three major housing rehabilitation grants (HOME-funded).

- The City spent \$10,000 in CDBG funding to support ECHO Housing's fair housing and tenant/landlord counseling programs.
- In the late 1990s, the City took out a Section 108 loan to build the Ruggieri Senior Center and has been using a portion of its annual CDBG grant to repay the loan. In FY 16-17, the City used \$270,975 of its CDBG funds to make a Section 108 loan repayment. The final loan repayment will be made in FY 18-19.
- The City also spent \$76,446 in CDBG funding on administration of the program, which primarily covered staff costs.

FISCAL IMPACT

There is no impact to the General Fund as a result of receiving this report.

RECOMMENDATION

Staff recommends that the City Council hear public testimony on the 2016-2017 CDBG CAPER and adopt the attached resolution approving the 2016-2017 CDBG CAPER and authorizing the City Manager to submit the CAPER to HUD.

Prepared by:

Alin Lancaster, Housing and Community Development Coordinator

Submitted by:

Joan Malloy, Economic and Community Development Director

ATTACHMENTS:

Description	Type
☐ Resolution: 2016-2017 CDBG CAPER	Resolution
☐ Exhibit A: 2016-2017 CAPER	Exhibit

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY
APPROVING THE 2016-2017 COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
(CAPER) AND AUTHORIZING THE CITY MANAGER TO SUBMIT THE 2016-2017
CDBG CAPER TO THE U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT**

WHEREAS, the City receives Community Development Block Grant (“CDBG”) funding on an annual basis from the U.S. Department of Housing and Urban Development (“HUD”); and

WHEREAS, as part of the requirements to receive CDBG funding, the City must prepare and submit a Consolidated Annual Performance and Evaluation Report (“CAPER”) to HUD every year; and

WHEREAS, the CAPER describes how CDBG-funded activities addressed the City’s housing and community development needs and compares its accomplishments to the goals the City set in the FY16-17 Annual Action Plan. The CAPER also provides a comprehensive accounting of all CDBG funds allocated and expended during FY16-17; and

WHEREAS, in FY 16-17, the City spent a total of \$464,369 in CDBG funding; and

WHEREAS, the City supplemented CDBG funds by committing \$93,000 in HOME funds to three (3) housing rehabilitation projects and allocating \$244,900 in General Fund dollars to support eight (8) public service programs; and

WHEREAS, in FY 16-17, the City used CDBG, HOME and General Fund dollars to support public service programs, the City’s Housing Rehabilitation Program, and fair housing and tenant/landlord services. The City also used CDBG funds for program administration and to make a Section 108 loan repayment.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Union City does hereby approve the 2016-2017 CDBG CAPER, attached hereto as Exhibit A, which is incorporated herein by reference; and

BE IT FURTHER RESOLVED that the City Council of the City of Union City does hereby authorize the City Manager, or his or her designee, to submit the CAPER to HUD.



CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FY 2016

City of Union City | Alameda County HOME Consortium

Exhibit A

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Exhibit A

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

Union City is a member of the Alameda County HOME Consortium (“Consortium”) and the HOME Consortium consists of Alameda, Fremont, Hayward, Livermore, Pleasanton, San Leandro, Union City, and the Urban County, which includes the cities of Albany, Dublin, Emeryville, Newark, Piedmont, and the unincorporated areas of the County. The Consortium has adopted a five-year consolidated planning cycle starting July 1, 2015 through June 30, 2020 and the City has completed the second year of this Consolidated Plan. During fiscal year 2016-2017, the City used Community Development Block Grant (CDBG) to support activities that benefit low and moderate-income households throughout the City. Below is a summary of the actions the City took to carry out its 2016-2017 Annual Action Plan and Consolidated Plan:

- The City allocated CDBG funds and leveraged General Fund dollars to support 14 public service programs.
- The City also allocated CDBG funding, leveraged with HOME funds to the Alameda County Healthy Homes Department to implement the City’s Housing Rehabilitation Program, which provides repair and rehabilitation grants to low income homeowners. This year the program completed 21 minor home repair projects and 1 accessibility project. Additionally, HOME-funds were committed to 3 housing rehabilitation projects, of which, 1 was completed this year and the remaining 2 will be completed in the upcoming year.
- The City used CDBG funding to support ECHO Housing’s fair housing and tenant/landlord counseling programs.
- CDBG funds were used for the ongoing repayment of a Section 108 loan used to build the Ruggieri Senior Center.

See Attachment C – IDIS Reports for additional information:

- PR 03 – CDBG Activity Summary Report
- PR 23 – Summary of Accomplishments Report
- PR 26 – CDBG Financial Summary Report
- PR 26 – CDBG Activity Summary by Selected Grant

Exhibit A

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected Strategic Plan	Actual Strategic Plan	Percent Complete	Expected Program Year	Actual Program Year	Percent Complete
Fair Housing	Affordable Housing	CDBG: \$10,000	Public service activities other than Low/ Moderate Income Housing Benefit	Persons Assisted	500	178	35.6%	355	92	26%
Housing Rehabilitation	Affordable Housing	CDBG: \$137,871 HOME Consortium Allocation: \$97,129	Homeowner Housing Rehabilitated	Household Housing Unit	100	37	37%	37	22	59%
Program Administration	Administration	CDBG: \$97,812	Other	Other	5	2	40%	1	1	100%
Public Services	Non-Housing Community Development	CDBG: \$60,900 General Fund: \$244,900	Public service activities other than Low/ Moderate Income Housing Benefit	Persons Assisted	500	982	196.4%	300	442	147.3%
			Homeless Person Overnight Shelter	Persons Assisted	50	39	78%	10	27	270%
			Overnight/ Emergency Shelter/ Transitional Housing Beds Added	Beds	0	0	N/A	0	0	N/A
Repayment of Section 108 Loan	Non-Housing Community Development	CDBG: \$270,975	Other	Other	4	2	50.0%	1	1	100%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Exhibit A

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified

Priority Need: Preserve existing affordable stock

Goal: Rehabilitation of owner occupied units for extremely-low, very-low- and low-income households.

Activities Undertaken: To meet this priority need, the City utilized CDBG and HOME funds to support the Housing Rehabilitation Program, which provides repair and rehabilitation grants to low income homeowners. This year the program completed 21 minor home repair projects and 1 accessibility project. This year, HOME-funds were committed to 3 housing rehabilitation projects, of which, 1 was completed and the remaining 2 will be completed in the upcoming year.

Priority Need: Support Public Services

Goal: Provision of community-wide public services for extremely-low-, very-low- and low-income families and individuals.

Activities Undertaken: The City, in an effort to meet the needs of the community's disadvantaged, provides General Fund and CDBG funds to support various public service programs. The City used CDBG funds to support Abode Services – Sunrise Village Homeless Shelter, Bay Area Community Services (BACS) – Adult Day Care and the South County Wellness Center, Safe Alternatives to Violent Environments (SAVE) – Domestic Violence Services, and Spectrum Community Services – Fall Prevention and Senior Nutrition Programs. Furthermore, the City used the General Fund to support Centro de Servicios, City of Fremont – Senior Support, Filipinos for Advocates for Justice, Kidango, Life Elder Care and Tri-City Volunteers.

Priority Need: Reduce Housing Discrimination

Goal: Work with Eden Council for Hope and Opportunity (ECHO) Housing to provide fair housing and tenant/landlord counseling and mediation services, along with public outreach.

Activities Undertaken: The City used CDBG funds to support ECHO Housing, which provided fair housing counseling, investigation, conciliation, enforcement, tenant/landlord counseling and outreach. This year ECHO Housing opened 11 fair housing cases, of which 6 cases involved disability and 5 cases involved race. ECHO also opened 81 tenant/landlord counseling cases.

Priority Need: Public Facilities – Creation of a Senior Center

Goal: Repayment of Section 108 Loan used for the acquisition and development of a senior center

Activities Undertaken: In the late 1990s, the City used Section 108 Guaranteed Loan funds, CDBG funds, HOME funds, and Redevelopment funds to construct the Ruggieri Senior Center and an affordable senior housing project. More specifically, the Section 108 funds were used for the development of the Ruggieri Senior Center. This year \$270,975 in CDBG funds were used for the annual repayment for the City's Section 108 loan.

Exhibit A

CR-10 - Racial and Ethnic composition of families assisted

**Describe the families assisted (including the racial and ethnic status of families assisted).
91.520(a)**

	CDBG
White	211
Black or African American	55
Asian	148
American Indian or American Native	5
Native Hawaiian or Other Pacific Islander	13
Total	432
Hispanic	91
Not Hispanic	465

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Please note that the Integrated Disbursement & Information System (IDIS) did not incorporate the following racial categories in the chart above: American Indian/Alaskan Native & White, Asian & White, Black/African American & White, American Indian/Alaskan Native & Black/African American, or Other multi-racial. Therefore the actual total number of people assisted should be 556, as shown below.

Racial Category	# Assisted
White	211
Black/African American	55
Asian	148
American Indian/Alaskan Native	5
Native Hawaiian/Other Pacific Islander	13
American Indian/Alaskan Native & White	1
Asian & White	1
Black/African American & White	0
American Indian/Alaskan Native & Black/African American	0
Other multi-racial	122
Total	556

Furthermore, the addition of both "Hispanic" and "Not Hispanic" are actually overlays of ethnicity and are subsets of the total of 556 clients served.

Exhibit A

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	751,591	464,369.76
HOME	HOME	97,129	93,000
HOPWA	HOPWA	0	0
ESG	ESG	0	0
General Fund	General Fund	244,900	244,900
Other	Other	0	0

Table 1 - Resources Made Available

Narrative

In FY 16-17, the City received a CDBG entitlement grant of \$465,058. Combining the entitlement amount with \$116,806.81 in program income received in FY 16-17 and \$198,835.86 in uncommitted funds from prior years, the City had a total of \$780,700.67 available to spend. In FY 16-17, the City spent a total of \$464,369 in CDBG funding. The City also supplemented CDBG funds by committing \$93,000 in HOME funds to 3 housing rehabilitation projects. The City also leveraged \$244,900 in General Fund dollars to support six (6) public service non-profits. In total the City spent \$802,269 on housing and community development related activities. See Attachment A for additional information.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City-wide	100	100	All CDBG-funded programs are implemented on a City-wide basis.

Table 2 – Identify the geographic distribution and location of investments

Exhibit A

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan

The City leveraged over \$300,000 in other federal and local funds to support housing rehabilitation and public services. Below is a summary of leveraged funds.

	<u>Allocated</u>	<u>Expended/Committed</u>
HOME Funds	\$97,129	\$93,000
General Fund	\$244,900	\$244,900
Total	\$342,029	\$337,900

In addition to leveraging HOME and General Fund dollars, the City allowed several public service providers to operate programs out of City-owned facilities. More specifically, the City owns the Decoto location and Alvarado Resource Center where Centro de Servicios operates their programs. Spectrum Community Services also operates their fall prevention and senior nutrition programs out of the City's Ruggieri Senior Center. Finally, the City's Police Department provides office space for SAVE's COPS advocate, who provides services and resources to residents seeking domestic violence services.

Exhibit A

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served

	One-Year Goal	Actual
Number of homeless households to be provided affordable housing units	0	0
Number of non-homeless households to be provided affordable housing units	0	0
Number of special-needs households to be provided affordable housing units	0	0
Total	0	0

Table 3 – Number of Households

	One-Year Goal	Actual
Number of households supported through rental assistance	0	0
Number of households supported through the production of new units	0	0
Number of households supported through the rehab of existing units	37	22
Number of households supported through the acquisition of existing units	0	0
Total	37	22

Table 4 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals

The City's Redevelopment Agency (RDA) and inclusionary housing policies have been at the core of the City's affordable housing development programs. The elimination of redevelopment agencies in California created a major funding shortfall for affordable housing production, as over \$1 billion statewide was lost annually for affordable housing. However, both the City and Alameda County are taking efforts to create/develop new affordable housing funding sources. In November 2016, Alameda County voters passed Measure A1, which will provide \$580 million for affordable rental and ownership housing. Additionally, in FY 16-17 the City completed an affordable housing nexus study and will be using it as the legal justification to implement an affordable housing impact fee on residential development starting in FY 17-18.

For 2016-2017, the City contracted with Alameda County Health Homes Department to administer the Housing Rehabilitation Program, which provides repair and rehabilitation grants to low income homeowners. The City funded this program with CDBG and HOME funds. This year the program completed 21 minor home repair projects and 1 accessibility project. Additionally, HOME-funds were committed to 3 housing rehabilitation projects, of which, 1 was completed this year and the remaining 2 will be completed in the upcoming year.

Exhibit A

Discuss how these outcomes will impact future annual action plans

The City will continue to adjust the proposed goals and outcomes in future action plans to reflect changes in funding availability.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity

Number of Households Served	CDBG Actual
Extremely Low-income	10
Low-income	6
Moderate-income	6
Total	22

Table 5 – Number of Households Served

Exhibit A

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

EveryOne Home is a community based organization that serves as Alameda County's Continuum of Care. EveryOne Home coordinates local efforts to address homelessness. EveryOne Home and the HOME Consortium jurisdictions continued their outreach to the homeless in a number of significant ways over the last year.

Point-In-Time Homeless Count

In January 2017, Alameda County conducted a point-in-time homeless count using a new "street-blitz" methodology which covered every census tract in Alameda County between the hours of 6-9 am ("2017 Count"). The 2017 Count utilized 345 volunteers and 99 homeless guides to help identify those who were unsheltered. In the weeks following the 2017 Count, a survey was administered to 1,228 unsheltered and sheltered homeless individuals, in order to profile their experience and characteristics. The 2017 Count recorded 5,629 people experiencing homelessness the night of January 30, 2017, of which 3,863 or 69% are unsheltered. More specifically, the 2017 Count found that there were 40 unsheltered homeless individuals and zero sheltered individuals in Union City.

Coordinated Entry

In FY 16-17, the County issued a request for proposals to develop a Coordinated Entry System which will provide a standardized, countywide system to connect people experiencing homelessness to the resources available in a community. The purpose of a coordinated entry system is to ensure that all people who are homeless or who are experiencing a housing crisis that is likely to lead to homelessness are quickly identified, assessed and connected to housing and other assistance based on their needs and the availability of resources. Coordinated Entry seeks to reduce homelessness by prioritizing housing assistance based on vulnerability and the severity of housing barriers to ensure that people who need assistance the most, receive it in a timely manner. The Coordinated Entry System will include a call center, housing resource centers, standardized intake/assessment screening tools, and increased housing services such as housing education, rapid rehousing funding, and legal assistance. It is anticipated that the Coordinated Entry System will be launched in FY 17-18.

Abode HOPE Program

The HOPE Program provides mobile medical and social services for homeless individuals. The program operates a mobile health van in South and East Alameda County. The program also has street outreach and support specialists who provide the following services to homeless individuals: accessing shelters/housing, public benefits enrollment, legal referrals/support, obtaining documents (e.g. birth certificate, ID), providing hygiene, clothing, and sleeping bags, mental health support, drug/alcohol treatment access, etc.

Exhibit A

Addressing the emergency shelter and transitional housing needs of homeless persons

As mentioned, the majority of the County's homeless population continues to be unsheltered (69% as of the January 30, 2017 Point-In-Time Count). Shelters and transitional housing were full on the night of the 2017 Count with 1,766 people staying in them. This represents 1 bed for every 3 people experiencing homelessness. Each year providers exit at least 1,500 homeless individuals to permanent housing, however, over 2,500 people become homeless. Currently, the County's homeless system is under resourced to meet the increasing homeless population. The strategy for meeting this growing need is to utilize the Coordinated Entry System to try and resolve a person's homelessness more quickly, especially in transitional housing, so that each bed is used to support multiple people throughout the year.

At the City level, the City targeted assistance to Union City's homeless population by funding Abode Services' Sunrise Village Homeless Shelter. Sunrise Village, located in neighboring Fremont, provides emergency shelter for the Tri-City homeless. This year Abode provided emergency shelter to 27 Union City clients. Services include intake assessment, meals, transportation assistance, showers, phones, laundry facilities, case management and referral to services available in the community. Furthermore, the City provided CDBG funds to Safe Alternatives to Violent Environments (SAVE) which provides emergency shelter, food/clothing, and on-site services to victims of domestic violence.

Finally, as a response to a growing number of homeless and displaced families in Union City, the City launched the CAREavan Program at the end of FY 15-16 in collaboration with Kids Zone and local community and faith based organizations. The CAREavan Program provides families that are living in their vehicles safe places to park overnight. All participating sites provide safe parking, a facility attendant, and restrooms. Additionally, some sites provide showers and toiletries, food, clothing, meal service, free Wi-Fi, and laundry.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The Continuum of Care (CoC) is working with a number of publicly funded institutions of care to ensure that persons are not discharged into homelessness. The realignment housing program has housing specialists that work directly with persons in the County jail on their housing needs prior to their release and is funded by the Alameda County Probation Department to rapidly rehouse those who are or could become homeless.

The Family Reunification Housing program is a partnership with the Alameda County Child Welfare agency to provide rental subsidies and housing search assistance to families reunifying from foster care. The Youth Transition Planning partnership, funded by Health and Human Services (HHS), also works to ensure that no youth aging out of foster care exits to homelessness. The partnership works to coordinate the foster care and McKinney funded housing resources to ensure that no youth fall into homelessness.

Exhibit A

The City of Union City has used General Fund and CDBG funding to support a wide range of public service non-profits that provide safety net services to help prevent low-income individuals and families avoid homelessness. Below is a brief summary of their services:

- **Centro de Servicios:** provides counseling, legal services, food distribution, immigration counseling, and referral services.
- **ECHO Housing:** provides tenant/landlord counseling and mediation which helps residents avoid evictions, extend termination notices, and negotiated reduced rent increases.
- **Safe Alternatives to Violent Environments (SAVE):** provides shelter and services for battered spouses and children.
- **Tri-City Volunteers:** provides emergency grocery assistance to homeless and those at risk of homelessness.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Alameda County is a “housing first” Continuum of Care, which means all funded programs prioritize finding clients permanent housing as quickly as possible without any clinical pre-conditions, such as sobriety, medication compliance, or utilizing a shelter or transitional housing program first.

Home Stretch

In late 2013, Alameda County launched Home Stretch, an initiative to streamline access to Permanent Supportive Housing (PSH). The goal of the initiative is to utilize a coordinated intake and assessment system, establish a prioritized countywide wait list, providing the most in need people with housing and services, and working with PSH operators to fill vacancies based on the waitlist. This year, EveryOne Home, Alameda County Housing and Community Development Department and Behavioral Health Care Services collaborated to create a registry of all homeless and disabled people, who have been assessed and prioritized for permanent supportive housing. The most vulnerable (chronically homeless, high service users) will be assigned housing navigators to aid them in their housing search and application process.

Operations Vets Home

Operation Vets Home is the collaborative continuum-wide effort to bring an end to veteran homelessness. This initiative has identified all homeless vets by name and assigned them to an agency that has subsidies available and outreach workers to enroll and engage vets.

Exhibit A

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City of Union City does not operate any Public Housing.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Not Applicable

Actions taken to provide assistance to troubled PHAs

Not Applicable

Exhibit A

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City took the following actions to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing:

- Continued to implement the City's Affordable Housing Ordinance which requires developers to provide 15% of total units as below market rate (BMR) or provide an in-lieu fee. This ordinance is for ownership, residential developments. The City also continued to support its existing BMR units.
- The City completed an affordable housing nexus study in FY 16-17 that serves as the legal justification for an affordable housing impact fee on rental development. The City will be revising its existing Affordable Housing Ordinance in FY 17-18 to incorporate this new fee.
- The City's Housing Element, includes goals, policies and implementation programs that support the development of affordable housing.
- The City continued to support the rehabilitation of existing housing stock by providing funding to the Housing Rehabilitation Program.
- The City continued to investigate potential sources of funding for affordable housing.
- The City continued to reduce government and public infrastructure constraints to affordable housing development through administrative support and inter-governmental cooperation.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The main obstacle the City faces in meeting underserved needs is a lack of funding. With the loss of RDA funds and reduced CDBG entitlements, the City has limited capabilities in meeting the needs of the community. In order to better leverage and utilize existing funding, the City completed a Public Services Needs Assessment Study this year. The goal of the study is to give the City a better understanding of what the community's needs are and give the City the tools to make calculated and strategic investments in services and programs that will best meet the community's needs. The components of the study include a community survey, stakeholder meetings/interviews, demographic review, existing service providers review, funding strategy, recommendations, funding application, and application evaluation criteria. The study was finalized in September 2016 and was used to inform the City's FY 17-18 grant allocation process. The full study can be found at the following link: <http://38.106.5.171/Home/ShowDocument?id=8109>

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Although the City of Union City does not have a lead-based paint reduction program at this time, all federally required protocol in the identification and amelioration of lead-based paint hazards are followed as part of its Housing Rehabilitation program. See Alameda County LEAD Program update for actions to reduce lead base paint hazards.

Exhibit A

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City's economic development program and many of the public service programs are designed to effectively reduce poverty and dependency on supplementary programs which drain community resources. Support was given to those public services that specifically address the systemic roots of poverty within the community, such as unemployment, drug use, and illiteracy. Through its CDBG and other available funding, the City will continue to support those programs that:

- Provide job training
- Provide new, well-paying jobs
- Break the cycle of drug and alcohol dependency
- Provide needed child care for low-income families
- Provide needed skills to increase the independence of emotionally or physically disabled individuals

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City's departments work openly and efficiently together to further the City's goals. The City also works with social service agencies, for profit and non-profit developers, other cities, the County of Alameda, the State of California, and the Federal Government to ensure the effective delivery of services to the community. The City also participates in EveryOne Home, the organization overseeing Alameda County's Continuum of Care.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City took following actions to enhance coordination between public and private housing and social service agencies:

- Over the years, the City has worked with several for-profit and non-profit housing developers to develop hundreds of units of extremely-low, very-low and low-income housing throughout the City
- Continued to participate in the HOME Consortium's Technical Advisory Committee
- Encouraged collaboration and cooperation among local service providers
- Continued to participate in EveryOne Home
- Continued to fund non-profit agencies serving low-income residents
- Continued to build and improve relationships with local service providers
- Worked with Alameda County's Healthy Homes Department to provide housing repairs and rehabilitation throughout the community
- Conducted a Public Services Needs Assessment Study with the goal of identifying ways the City and services providers can be more efficient and effective in providing services to the community

Exhibit A

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

In FY 14-15, the Alameda County HOME Consortium completed an Analysis of Impediments to Fair Housing Choice (AI). The City took the following actions to meet and address the policies identified in the AI. Additional information about the AI accomplishments can be found in Attachment B.

- **Policy 1:** Secure Federal Funding for Community Development Activities
Actions: The City completed a Five-Year Consolidated Plan and Action Plan, disbursed CDBG funding, and monitored the implementation of its Consolidated and Action Plans.
- **Policy 2:** Maintain and Implement an Updated Housing Element
Actions: The City completed its certified Housing Element in FY 14-15 and is implementing the programs identified in the Housing Element.
- **Policy 3:** Ensure Consistency between Local Zoning Ordinances and Fair Housing Choice
Actions: The City continued to ensure that its zoning ordinances do not impede fair housing choice and are consistent with state law.
- **Policy 4:** Support Local Fair Housing Activities and Services
Actions: The City provided Eden Council for Hope and Opportunity (ECHO Housing) \$10,000 in CDBG funds to provide fair housing counseling, tenant/landlord counseling, and mediation services. This year ECHO Housing opened 11 fair housing cases, of which 6 cases involved disability and 5 cases involved race. ECHO also conducted six (6) fair housing training sessions, distributed 420 flyers, and participated in six (6) outreach events/efforts.
- **Policy 5:** Support Special Needs Housing
Action: The City used HOME and CDBG funds to support the Housing Rehabilitation Program which provides accessibility modification grants to disabled and senior residents.
- **Policy 6:** Support Fair Lending Practices and Access to Credit
Action: The City continued to support the Alameda County Mortgage Credit Certificate (MCC) Program. The MCC Program holds quarterly lender trainings and maintains a list of lenders with expertise in supporting low-income home seekers.
- **Policy 7:** Continue and Expand Support for Affordable Housing Production
Action: The City continued to implement its Affordable Housing Ordinance and participated in a multi-jurisdiction affordable housing nexus study. The study serves as the justification for an affordable housing impact fee on rental housing developments. The City will be amending its existing ordinance to incorporate this new fee in FY 17-18.
- **Policy 8:** Support Access to Affordable and Market-Rate Housing Units
Action: The City continues to make information on affordable housing opportunities available at City Hall and other community facilities, online, and over the phone.

Exhibit A

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Union City monitors its programs to ensure that projects are in compliance with federal regulations and the objectives of the community. The City spells out monitoring requirements in its agreements with nonprofits subgrantees, housing owners, and agreements with other public agencies. By incorporating performance requirements and reporting procedures, including outlines of specific objectives, timelines and budgets, the City is able to evaluate performance.

Procedures for monitoring include:

- Monitoring subgrantee performance reports and request for reimbursements
- Regular on-site monitoring
- Annual review of audits for continuing subgrantees
- On-site monitoring of construction progress and labor monitoring (when applicable)
- Project oversight by City's Public Works Department, as needed
- Ongoing monitoring of affordable rental projects
- Monitoring of HOME-funded projects
- Ongoing monitoring of affordable ownership units City-wide
- Review of project expenses
- Housing Element Annual Reports

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports

A fifteen (15) day public review period for the draft version of the CAPER was held from August 28 to September 11, 2017 and the CAPER was made available at Union City's City Hall, Union City Library, and on the City's website. The Union City City Council held a public hearing on the CAPER at their September 12, 2017 meeting and a notice was published in the Tri-City Voice. In addition, the City of Union City is a member of the Alameda County HOME Consortium. The Alameda County Housing and Community Development Advisory Committee (HCDAC) held a public hearing on the HOME Consortium's CAPER on September 12, 2017.

Exhibit A

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City did not experience any changes in its program objectives this year. All of this year's CDBG activities addressed one of the objectives that were identified in the FY 16-17 Action Plan. Each year the City conducts a needs assessment and reviews the prior year performance of each CDBG activity before it allocates funding. This is to ensure that CDBG funding is being used to meet the City's objectives for the year. Additionally, each Annual Action Plan is tailored to address both the long-term and short-term needs of the City.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

Exhibit A

Attachment A FY 16-17 Summary of Expenditures

Activity	FY 16-17 Allocation	Expenditures			Total Expended	Balance
		CDBG	HOME*	General Fund		
CDBG Administration	97,812.00	76,446.52			76,446.52	21,365.48
ECHO Housing - Fair Housing	10,000.00	10,000.00			10,000.00	-
Section 108 Loan Repayment	270,975.00	270,975.00			270,975.00	-
Housing Rehabilitation	235,000.00	47,138.67	93,000.00		140,138.67	94,861.33
Public Service Grants						
Abode Services - Sunrise Homeless Shelter	11,800.00	11,800.00			11,800.00	-
BACS - Adult Day Care	9,000.00	9,000.00			9,000.00	-
BACS - South County Wellness Center	5,000.00	4,016.33			4,016.33	983.67
Centro de Servicios - Alvarado Center	49,500.00			49,500.00	49,500.00	-
Centro de Servicios - Decoto Center	130,000.00			130,000.00	130,000.00	-
City of Fremont - Senior Support	11,400.00			11,400.00	11,400.00	-
Filipinos Advocates for Justice	22,000.00			22,000.00	22,000.00	-
Kidango - Early Education	7,100.00			7,100.00	7,100.00	-
Kidango - Early Intervention	6,700.00			6,700.00	6,700.00	-
Life Elder Care - Meals on Wheels	10,000.00			10,000.00	10,000.00	-
Safe Alternatives to Violent Environments	11,600.00	11,493.24			11,493.24	106.76
Spectrum - Fall Prevention	10,000.00	10,000.00			10,000.00	-
Spectrum - SNAP Program	13,500.00	13,500.00			13,500.00	-
Tri-City Volunteers	8,200.00			8,200.00	8,200.00	-
Public Service Grants - Subtotal	305,800.00	59,809.57		244,900.00	304,709.57	
Total	919,587.00	464,369.76	93,000.00	244,900.00	802,269.76	117,317.24

*HOME Fund Expenditures represent the amount of HOME funds that were committed to projects in FY 16-17

Exhibit A

Attachment B

Summary of Accomplishments for Analysis of Impediments to Fair Housing FY 2016

The following table describes this year's Analysis of Impediments to Fair Housing's Goals and Objectives (FY15 - 19)

Actions	Current Year's Actions (FY 2016)	FY 2016 Accomplishments	FY15-19 Cumulative Accomplishments
Policy #1: Secure Federal Funding for Community Development Activities			
1.1: Complete a HUD-approved Consolidated Plan and Action Plan.	1.1: Complete a HUD-approved Consolidated Plan and Action Plan.	Consolidated Plan completed in May 2015; FY2016 Action Plan completed	Con Plan completed; FY 2016 Action Plan completed
1.2: Access, receive, and disburse federal entitlement grant funding.	1.2: Access, receive, and disburse federal entitlement grant funding.	On-going	On-going
1.3: Monitor implementation of the Consolidated Plan and Action Plan.	1.3: Monitor implementation of the Consolidated Plan and Action Plan.	CAPER reporting on FY16 activities completed	CAPER completed for FY16.
Policy #2: Maintain and Implement and Updated Housing Element			
2.1: Strive for State-certified Housing Element.	2.1: Strive for State-certified Housing Element.	Housing Element was adopted on January 27, 2015 and certified by the State of California on February 19, 2015	Housing Element was adopted on January 27, 2015 and certified by the State of California on February 19, 2015
2.2: Implement Housing Element programs.	2.2: Implement Housing Element programs.	The City is implementing its Housing Element programs and reported its progress as part of the 2016 Annual Element Progress Report	On-Going
Policy #3: Ensure Consistency Between Local Zoning Ordinances and Fair Housing Choice			
3.1 Maintain zoning for emergency shelters, supportive and transitional housing that complies with State law.	3.1 Maintain zoning for emergency shelters, supportive and transitional housing that complies with State law.	Zoning updated in FY 14-15	Zoning updated in FY 14-15
3.2: Maintain a definition of family consistent with fair housing law.	3.2: Maintain a definition of family consistent with fair housing law.	Definition is consistent.	Definition is consistent.
3.3: Establish zoning that treats community care facilities consistently.	3.3: Establish zoning that treats community care facilities consistently.	The City's zoning treats community care facilities consistent.	On-going
3.4 Maintain zoning for secondary units that complies with State laws.	3.4 Maintain zoning for secondary units that complies with State laws.	Zoning complies with State law.	On-going
Policy #4: Support Local Fair Housing Activities and Services			
4.1: Conduct ongoing outreach and education regarding fair housing.	4.1: Conduct ongoing outreach and education regarding fair housing.	The City provided Eden Council for Hope and Opportunity (ECHO Housing) \$10,000 in CDBG funds to provide fair housing counseling, tenant/landlord counseling, and mediation services. This year ECHO Housing opened 11 fair housing cases and provided tenant/landlord counseling to 81 residents. ECHO also provided outreach in the form of fair housing trainings (6), outreach events/efforts (6), and flyer distribution (420).	Fair housing cases – 23 Tenant/landlord counseling – 155 Fair Housing Trainings – 13 PSAs – 46 Public appearances – 1 Outreach Events/Efforts - 6 Flyers distributed – 660

Exhibit A

Actions	Current Year's Actions (FY 2016)	FY 2016 Accomplishments	FY15-19 Cumulative Accomplishments
Policy #4: Support Local Fair Housing Activities and Services Continued			
4.2: Respond to fair housing concerns and complaints in a timely fashion.	4.2: Respond to fair housing concerns and complaints in a timely fashion.	ECHO opened 11 fair housing cases in FY 2016 Disability Cases (6) - No evidence: 3 - Pending: 1 - Successful conciliation: 1 - Withdrawn: 1 Race Cases (5) - No evidence: 2 - Counseling provided: 1 - Referred to DFEH: 1 - Withdrawn: 1	FY 2015 & FY 2016 Total 12 fair housing cases were responded to.
4.3: Consider or continue fair housing testing	4.3: Consider or continue fair housing testing.	ECHO provided two (2) tester trainings and conducted 5 tests in Union City this year.	Testing is on-going
4.4: Consider options to increase participation in fair housing trainings by landlords and property managers.	4.4: Consider options to increase participation in fair housing trainings by landlords and property managers.	ECHO conducted 3 fair housing trainings for owners, 1 fair housing training for the Housing Authority of Alameda County, and 2 tester trainings	Training is on-going
4.5: Consider mandatory notification policies for fair housing services.	4.5: Consider mandatory notification policies for fair housing services.		
Policy #5: Support Special Needs Housing			
5.1: Establish and communicate clear procedures to address reasonable accommodation requests.	5.1: Establish and communicate clear procedures to address reasonable accommodation requests.		
5.2: Consider adoption of universal design requirements or incentives.	5.2: Consider adoption of universal design requirements or incentives.		
5.3: Consider providing financial support to facilitate the ability of persons with disabilities to make reasonable modifications to their dwelling unit.	5.3: Consider providing financial support to facilitate the ability of persons with disabilities to make reasonable modifications to their dwelling unit.	The City used HOME and CDBG funds to support the Housing Rehabilitation Program which provides accessibility modification grants to disabled and senior residents. 1 accessibility grants was provided this year.	Accessibility Grants - 1
Policy #6: Support Fair Lending Practices and Access to Credit			
6.1: Continue to support financial training and homebuyer assistance programs.	6.1: Continue to support financial training and homebuyer assistance programs.	The City continued to support the Alameda County Mortgage Credit Certificate (MCC) Program. The MCC Program holds quarterly lender trainings.	Trainings are on-going
6.2: Maintain list of lenders with specific expertise in supporting low-income home seekers.	6.2: Maintain list of lenders with specific expertise in supporting low-income home seekers.	The MCC program maintains a list of lenders with expertise in supporting low-income home seekers.	List maintained
Policy #7: Continue and Expand Support for Affordable Housing Production			
7.1: Support local affordable housing development.	7.1: Support local affordable housing development.	The City supports affordable housing development as opportunities become available.	On-going
7.2: Mitigate constraints on the production of affordable housing.	7.2: Mitigate constraints on the production of affordable housing	Adopted Housing Element including analysis of constraints and actions to be taken.	On-going
7.3: Explore innovative sources of local funds to support affordable housing development.	7.3: Explore innovative sources of local funds to support affordable housing development.	The City continued to implement its Affordable Housing Ordinance and participated in a multi-jurisdiction affordable housing nexus study. The study will be to develop an affordable housing impact fee on rental housing developments.	On-going

Exhibit A

Actions	Current Year's Actions (FY 2016)	FY 2016 Accomplishments	FY15-19 Cumulative Accomplishments
Policy #7: Continue and Expand Support for Affordable Housing Production Continued			
7.4: Consider options to enhance existing density bonus and incentive programs for affordable housing production.	7.4: Consider options to enhance existing density bonus and incentive programs for affordable housing production.		
7.5: Review existing inclusionary housing ordinances.	7.5: Review existing inclusionary housing ordinances.	As part of the affordable housing nexus study, the City reviewed its current inclusionary housing ordinance and will be making changes in FY 17-18.	On-going
Policy #8: Support Access to Affordable and Market-Rate Housing Units			
8.1: Facilitate access to affordable and below-market –rate units	8.1: Facilitate access to affordable and below-market –rate units	The City continues to make information on affordable housing opportunities available at City Hall and other community facilities, online, and over the phone.	On-going
8.2: Evaluate funding availability to support rental assistance programs	8.2: Evaluate funding availability to support rental assistance programs	The City continues to seek and explore new funding opportunities	On-going
8.3: Continue to seek adjustment to the HUD Fair Market Rent (FMR) for the Oakland-Fremont Metropolitan Division	8.3: Continue to seek adjustment to the HUD Fair Market Rent (FMR) for the Oakland-Fremont Metropolitan Division		
8.4: Consider the adoption of rent mediation or stabilization programs.	8.4: Consider the adoption of rent mediation or stabilization programs.	In FY 16-17, the City created a Rent and Tenant Taskforce to look at rent and tenant issues in Union City and to provide recommendations to the City Council. The culmination of this community input resulted in two tenant protection ordinances being adopted. On April 11, 2017, the City Council adopted an ordinance that provides eviction and harassment protections (effective May 10, 2017) and on June 27, 2017, the City Council adopted a rent review ordinance which provides a mediation process for qualifying rent increases (effective October 2, 2017).	- Created a Rent and Tenant Taskforce to look at rent and tenant issues in Union City - Adopted an eviction and harassment protection ordinance on April 11, 2017 - Adopted a rent review ordinance on June 27, 2017
8.5: Support shared housing opportunities for seniors and other special needs populations.	8.5: Support shared housing opportunities for seniors and other special needs populations.	In order to support shared housing opportunities, the City provided business license fee waivers to homeowners participating in HIP Housing's homesharing program.	

Exhibit A

Attachment C – IDIS Reports

- PR 03 – CDBG Activity Summary Report
- PR 23 – Summary of Accomplishments Report
- PR 26 – CDBG Financial Summary Report
- PR 26 – CDBG Activity Summary by Selected Grant

Exhibit A



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2016
UNION CITY

Date: 8/22/2017
Time: 12:06:00 PM
Page: 1

PGM Year: 2016
Project: 0005 - CDBG Program Administration
IDIS Activity: 186 - CDBG Program Administration

Status: Completed
Location:
Objective:
Outcome:
Matrix Code: General Program Administration (21A)
National Objective:

Initial Funding Date: 2/16/2017

Description:
CDBG Program Administration

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC060046	\$72,405.99	\$72,405.99	\$72,405.99
	PI			\$4,040.53	\$4,040.53	\$4,040.53
Total	Total			\$76,446.52	\$76,446.52	\$76,446.52

Proposed Accomplishments

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0

Female-headed Households:

0

Income Category:

	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

Exhibit A



U.S. Department of Housing and Urban Development
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CDBG Activity Summary Report (GPR) for Program Year 2016
UNION CITY

Date: 8/22/2017
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PGM Year: 2016
Project: 0004 - Fair Housing
IDIS Activity: 187 - ECHO Housing - Fair Housing & Tenant/Landlord Counseling

Status: Completed
Location: 770 A St Hayward, CA 94541-3956
Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Fair Housing Activities (if CDBG, then subject to 15% cap) (05J)
National Objective: LMC

Initial Funding Date: 2/16/2017

Description:
ECHO Housing provides fair housing and tenantlandlord counseling services.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC060046	\$10,000.00	\$10,000.00	\$10,000.00
Total	Total			\$10,000.00	\$10,000.00	\$10,000.00

Proposed Accomplishments

People (General) : 370

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	41	3
Black/African American:	0	0	0	0	0	0	25	0
Asian:	0	0	0	0	0	0	7	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	1	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	1	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	17	12
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	92	15

Female-headed Households:

0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	38
Low Mod	0	0	0	36
Moderate	0	0	0	17
Non Low Moderate	0	0	0	1
Total	0	0	0	92
Percent Low/Mod				98.9%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2016	<p>Fair Housing ECHO has opened 11 fair housing cases: - Disability (6 cases): 3 cases no evidence; 1 case pending; 1 case successful conciliation; 1 case withdrawn - Race (5 cases): 1 case provided counseling; 2 cases no evidence; 1 case referred to DFEH; 1 case withdrawn</p> <p>Tenant/Landlord Counseling - ECHO has opened 81 tenant/landlord cases - Responded to 105 requests for service - Provided 106 units of service: information & referral - 81; referrals to attorney - 4; referral to Small Claims Court - 15; general mediation - 3; eviction mediation - 3 - ECHO's Counselor has prevented 2 evictions</p>	

Exhibit A



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UNION CITY

Date: 8/22/2017
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PGM Year: 2016
Project: 0003 - Public Services
IDIS Activity: 188 - Abode Services - Sunrise Village Homeless Shelter

Status: Completed
Location: 588 Brown Rd Fremont, CA 94539-7011
Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Operating Costs of Homeless/AIDS Patients Programs (03T)
National Objective: LMC

Initial Funding Date: 2/16/2017

Description:
Homeless Shelter for individuals and families. The shelter has 10 family rooms and 30 beds for individuals. The shelter also provides case management, parenting workshops, meals, laundry, library, outdoor space, and a computer lab.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC060046	\$11,800.00	\$11,800.00	\$11,800.00
Total	Total			\$11,800.00	\$11,800.00	\$11,800.00

Proposed Accomplishments

People (General) : 10

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	9	8
Black/African American:	0	0	0	0	0	0	9	4
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	1	1
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	6	1
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	2	2
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	27	16

Female-headed Households: 0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	26
Low Mod	0	0	0	1
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	27
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2016	During Fiscal Year 16/17 Abode provided shelter and meals to 27 Union City residents and in total served 300 homeless people. 57% of the exiting participants moved into more stable housing environment with 28% moving into permanent or transitional housing. Through case management and employment readiness workshops provided on site, 70% of households maintained or increased income while living at Sunrise Village. All program participants are provided shelter, food, and weekly case management services. Program participants work in partnership with their Service Coordinators in obtaining/increasing income, housing and employment assistance, health needs, and providing linkages to other support services within the community.	

Exhibit A



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UNION CITY

Date: 8/22/2017
Time: 12:06:00 PM
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PGM Year: 2016
Project: 0003 - Public Services
IDIS Activity: 189 - Bay Area Community Services (BACS) - Adult Day Care

Status: Completed **Objective:** Create suitable living environments
Location: 40963 Grimmer Blvd Fremont, CA 94538-2846 **Outcome:** Availability/accessibility
Matrix Code: Senior Services (05A) **National Objective:** LMC

Initial Funding Date: 2/16/2017

Description:
Adult Day Care Program.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC060046	\$9,000.00	\$9,000.00	\$9,000.00
Total	Total			\$9,000.00	\$9,000.00	\$9,000.00

Proposed Accomplishments

People (General) : 6

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	5	2
Black/African American:	0	0	0	0	0	0	1	0
Asian:	0	0	0	0	0	0	4	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	10	2

Female-headed Households:

0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	1
Low Mod	0	0	0	2
Moderate	0	0	0	7
Non Low Moderate	0	0	0	0
Total	0	0	0	10
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2016	BACS has provided over 6000 hours of service for Union City residents for the 2016-2017 fiscal year. The adult day care program helped clients who suffer from various neurocognitive disorders requiring additional assistance. The program is designed to help enhance the memory of clients and provides research-based activities that help them maintain function.	

Exhibit A



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UNION CITY

Date: 8/22/2017
Time: 12:06:00 PM
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PGM Year: 2016
Project: 0003 - Public Services
IDIS Activity: 190 - Bay Area Community Services (BACS) - South County Wellness Center

Status: Completed **Objective:** Create suitable living environments
Location: 40963 Grimmer Blvd Fremont, CA 94538-2846 **Outcome:** Availability/accessibility
Matrix Code: Mental Health Services (05O) **National Objective:** LMC

Initial Funding Date: 2/16/2017

Description:
The Wellness Center is aimed at working with Adults aged 18+ who are suffering from severe and persistent mental illness and other challenges related to substance use issues and other comorbidities. The Wellness Center provides peer led groups, cooking classes, yoga activities, community outings, and arts and crafts groups. In addition, BACS South County Wellness Center will provide employment coordinating services, case management services, and psychiatric services

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC060046	\$4,016.33	\$4,016.33	\$4,016.33
Total	Total			\$4,016.33	\$4,016.33	\$4,016.33

Proposed Accomplishments

People (General) : 4

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	3	1
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	6	0
American Indian/Alaskan Native:	0	0	0	0	0	0	1	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	2	2
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	12	3

Female-headed Households:

0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	2
Low Mod	0	0	0	10
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	12
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2016	BACS provided services to 12 participants from Union City with drop-in services at the Wellness Center at South County, a program aimed at working with adults aged 18+ who are suffering from severe and persistent mental illness and other challenges related to substance use issues and other comorbidities. In the 2016/2017 fiscal year, 25 individuals received case management (3 Union City residents); 677 were supported in our milieu via peer counselors (3 Union City residents); 11 received employment support (1 Union City resident) and 9 became gainfully employed (1 Union City resident); and 4 received psychiatric support only.	

Exhibit A



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UNION CITY

Date: 8/22/2017
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PGM Year: 2016
Project: 0003 - Public Services
IDIS Activity: 191 - Safe Alternatives to Violent Environments (SAVE) - Domestic Violence Services

Status: Completed **Objective:** Create suitable living environments
Location: 1900 Mowry Ave Fremont, CA 94538-1722 **Outcome:** Sustainability
Matrix Code: Battered and Abused Spouses (05G) **National Objective:** LMC

Initial Funding Date: 2/16/2017

Description:

SAVE will provide the COPS Program and the Empowerment Center Program to victims of domestic violence. Specific services included, crisis intervention, case management, and other supportive services.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC060046	\$11,493.24	\$11,493.24	\$11,493.24
Total	Total			\$11,493.24	\$11,493.24	\$11,493.24

Proposed Accomplishments

People (General) : 36

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	14	2
Black/African American:	0	0	0	0	0	0	9	0
Asian:	0	0	0	0	0	0	20	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	2	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	24	19
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	69	21

Female-headed Households:

0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	69
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	69
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2016	SAVE provides services to Union City residents who are victims of domestic violence include crisis intervention and assistance navigating the law enforcement system from our COPS advocate stationed at the Union City Police Department. The advocate performs outreach to all victims named in UCPD reports and offers supportive services. Additionally, our funding from Union City is used to support the work of the Community Case Manager at our Empowerment Center. The case manager provides immediate crisis intervention services to clients on a walk-in basis. She works with victims to find emergency shelter and can provide them with other basic needs such as emergency food and clothing. After the initial crisis is addressed, she can continue to work with them to access the resources they need to make longer term plans - legal services, permanent housing programs, employment opportunities, etc. SAVE served 69 Union City residents in FY 16-17. Forty clients received services through the COP Program and 34 through the Empowerment Center. Five clients were seen in both programs.	

Exhibit A



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UNION CITY

Date: 8/22/2017
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PGM Year: 2016
Project: 0003 - Public Services
IDIS Activity: 192 - Spectrum Community Services - Fall Prevention Program

Status: Completed **Objective:** Create suitable living environments
Location: 33997 Alvarado Niles Rd Union City, CA 94587-4363 **Outcome:** Sustainability
Matrix Code: Senior Services (05A) **National Objective:** LMC

Initial Funding Date: 2/16/2017

Description:

Fall Prevention classes are provided on Mondays and Wednesdays at the Ruggieri Senior Center and Tuesdays and Thursdays at the Southern Alameda County Buddhist Church.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC060046	\$10,000.00	\$10,000.00	\$10,000.00
Total	Total			\$10,000.00	\$10,000.00	\$10,000.00

Proposed Accomplishments

People (General) : 70

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	10	10
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	42	0
American Indian/Alaskan Native:	0	0	0	0	0	0	1	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	1	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	11	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	65	10

Female-headed Households:

0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	43
Low Mod	0	0	0	11
Moderate	0	0	0	10
Non Low Moderate	0	0	0	1
Total	0	0	0	65
Percent Low/Mod				98.5%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2016	Spectrum Community Services assisted 65 Union City seniors in FY 16-17 through their Fall Prevention Program. The program focuses on strength training, balance, flexibility, and cardiovascular endurance. Classes are free for seniors. The program just completed one year with using an evidence based exercise program, Enhanced Fitness, and opened a second class at Ruggieri Senior Center in FY 16-17.	

Exhibit A



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CDBG Activity Summary Report (GPR) for Program Year 2016
UNION CITY

Date: 8/22/2017
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PGM Year: 2016
Project: 0003 - Public Services
IDIS Activity: 193 - Spectrum Community Services - Senior Nutrition Program (SNAP)

Status: Completed
Location: 33997 Alvarado Niles Rd Union City, CA 94587-4363
Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: Senior Services (05A)
National Objective: LMC

Initial Funding Date: 2/16/2017

Description:
Meals are provided to seniors at the Ruggieri Senior Center and the Tropics Mobile Home Park.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC060046	\$10,176.94	\$10,176.94	\$10,176.94
	PI			\$3,323.06	\$3,323.06	\$3,323.06
Total	Total			\$13,500.00	\$13,500.00	\$13,500.00

Proposed Accomplishments

People (General) : 225

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	117	22
Black/African American:	0	0	0	0	0	0	8	0
Asian:	0	0	0	0	0	0	67	0
American Indian/Alaskan Native:	0	0	0	0	0	0	2	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	3	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	62	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	259	22

Female-headed Households:

0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	123
Low Mod	0	0	0	136
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	259
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2016	Spectrum Community Services provides fresh nutritious meals to 259 Union City residents in FY 16-17. The meals provide a minimum of 1/3 of the dietary reference intakes. Meals are delivered twice a week to the Tropics Mobile Home Park and five days a week to the Ralph and Mary Ruggieri Center. A total of 1,683 meals were served this quarter at these two sites.	

Exhibit A



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PGM Year:	2016
Project:	0002 - Repayment of Section 108 Loan
IDIS Activity:	194 - Repayment of Section 108 Loan

Status:	Completed 7/19/2017 8:12:45 PM	Objective:	
Location:	,	Outcome:	
		Matrix Code:	Planned Repayment of Section 108 Loan Principal (19F)
		National Objective:	

Initial Funding Date: 2/16/2017

Description:
Repayment of Section 108 Loan

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$6,958.00	\$0.00	\$0.00
		2014	B14MC060046		\$6,958.00	\$6,958.00
		2015	B15MC060046	\$162,877.86	\$162,877.86	\$162,877.86
		2016	B16MC060046	\$19,502.49	\$19,502.49	\$19,502.49
	PI			\$81,636.65	\$81,636.65	\$81,636.65
Total	Total			\$270,975.00	\$270,975.00	\$270,975.00

Proposed Accomplishments

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0

Female-headed Households:

0

Income Category:

	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

Exhibit A



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PGM Year: 2016
Project: 0001 - Housing Rehabilitation
IDIS Activity: 195 - Housing Rehabilitation Program

Status: Completed **Objective:** Create suitable living environments
Location: 225 Hula Cir, Union City, CA 94587-4204 **Outcome:** Sustainability
Matrix Code: Rehab; Single-Unit Residential (14A) **National Objective:** LMH

Initial Funding Date: 2/16/2017

Description:

Housing Rehabilitation Grant Program
a) Owner-Occupied Rehabilitation - Inspection and rehabilitation of single-family, owner-occupied homes
b) Exterior Paint - Inspection and exterior painting of single-family, owner-occupied homes Minor Home Repair Program
c) Minor Home Repair - Inspection and single-system emergency repairs of owner-occupied housing.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC060046	\$19,332.10	\$19,332.10	\$19,332.10
	PI			\$27,806.57	\$27,806.57	\$27,806.57
Total	Total			\$47,138.67	\$47,138.67	\$47,138.67

Proposed Accomplishments

Housing Units : 37

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	12	1	0	0	12	1	0	0
Black/African American:	3	0	0	0	3	0	0	0
Asian:	2	0	0	0	2	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	1	0	0	0	1	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	4	1	0	0	4	1	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	22	2	0	0	22	2	0	0

Female-headed Households: 16 0 16

Income Category:

	Owner	Renter	Total	Person
Extremely Low	10	0	10	0
Low Mod	6	0	6	0
Moderate	6	0	6	0
Non Low Moderate	0	0	0	0
Total	22	0	22	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2016	The Housing Rehabilitation Program provided 21 low income homeowners with minor home repair grants and one low income homeowner with an accessibility grant. The program also used HOME funding to provide major rehabilitation grants low income homeowners. HOME-funds were committed to 3 housing rehabilitation projects in FY 16-17. One of those projects was completed this year and the remaining 2 will be completed in the upcoming year.	



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Count of CDBG Activities with Disbursements by Activity Group & Matrix Code

Activity Group	Activity Category	Open Count	Open Activities Disbursed	Completed Count	Completed Activities Disbursed	Program Year Count	Total Activities Disbursed
Housing	Rehab; Single-Unit Residential (14A)	0	\$0.00	1	\$47,138.67	1	\$47,138.67
	Rehabilitation Administration (14H)	0	\$0.00	1	\$0.00	1	\$0.00
	Total Housing	0	\$0.00	2	\$47,138.67	2	\$47,138.67
Public Services	Operating Costs of Homeless/AIDS Patients Programs (03T)	0	\$0.00	2	\$11,800.00	2	\$11,800.00
	Senior Services (05A)	0	\$0.00	6	\$32,500.00	6	\$32,500.00
	Battered and Abused Spouses (05G)	0	\$0.00	2	\$11,493.24	2	\$11,493.24
	Fair Housing Activities (if CDBG, then subject to 15% cap) (05J)	0	\$0.00	1	\$10,000.00	1	\$10,000.00
	Mental Health Services (05O)	0	\$0.00	2	\$4,016.33	2	\$4,016.33
	Total Public Services	0	\$0.00	13	\$69,809.57	13	\$69,809.57
General Administration and Planning	General Program Administration (21A)	0	\$0.00	3	\$76,446.52	3	\$76,446.52
	Fair Housing Activities (subject to 20% Admin Cap) (21D)	0	\$0.00	1	\$0.00	1	\$0.00
	Total General Administration and Planning	0	\$0.00	4	\$76,446.52	4	\$76,446.52
Repayment of Section 108 Loans	Planned Repayment of Section 108 Loan Principal (19F)	0	\$0.00	3	\$270,975.00	3	\$270,975.00
	Total Repayment of Section 108 Loans	0	\$0.00	3	\$270,975.00	3	\$270,975.00
Grand Total		0	\$0.00	22	\$464,369.76	22	\$464,369.76



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CDBG Sum of Actual Accomplishments by Activity Group and Accomplishment Type

Activity Group	Matrix Code	Accomplishment Type	Program Year	
			Open Count	Completed Count
Housing	Rehab; Single-Unit Residential (14A)	Housing Units	0	22
	Rehabilitation Administration (14H)	Housing Units	0	15
	Total Housing		0	37
Public Services	Operating Costs of Homeless/AIDS Patients Programs (03T)	Persons	0	39
	Senior Services (05A)	Persons	0	835
	Battered and Abused Spouses (05G)	Persons	0	98
	Fair Housing Activities (if CDBG, then subject to 15% cap) (05J)	Persons	0	92
	Mental Health Services (05O)	Persons	0	22
	Total Public Services		0	1,086
Grand Total			0	1,123



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CDBG Beneficiaries by Racial / Ethnic Category

Housing-Non Housing	Race	Total Persons		Total Hispanic Persons Total Households		Total Hispanic Households
Housing	White	0	0	20	4	
	Black/African American	0	0	4	0	
	Asian	0	0	4	0	
	Native Hawaiian/Other Pacific Islander	0	0	1	0	
	Other multi-racial	0	0	8	1	
	Total Housing	0	0	37	5	
Non Housing	White	434	113	0	0	
	Black/African American	76	6	0	0	
	Asian	413	0	0	0	
	American Indian/Alaskan Native	5	1	0	0	
	Native Hawaiian/Other Pacific Islander	17	1	0	0	
	American Indian/Alaskan Native & White	1	0	0	0	
	Asian & White	1	0	0	0	
	Black/African American & White	0	0	0	0	
	Other multi-racial	139	39	0	0	
	Total Non Housing	1,086	160	0	0	
Grand Total	White	434	113	20	4	
	Black/African American	76	6	4	0	
	Asian	413	0	4	0	
	American Indian/Alaskan Native	5	1	0	0	
	Native Hawaiian/Other Pacific Islander	17	1	1	0	
	American Indian/Alaskan Native & White	1	0	0	0	
	Asian & White	1	0	0	0	
	Black/African American & White	0	0	0	0	
	Other multi-racial	139	39	8	1	
	Total Grand Total	1,086	160	37	5	



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CDBG Beneficiaries by Income Category

	Income Levels	Owner Occupied	Renter Occupied	Persons
Housing	Extremely Low ($\leq 30\%$)	10	0	0
	Low ($>30\%$ and $\leq 50\%$)	6	0	0
	Mod ($>50\%$ and $\leq 80\%$)	6	0	0
	Total Low-Mod	22	0	0
	Non Low-Mod ($>80\%$)	0	0	0
	Total Beneficiaries	22	0	0
Non Housing	Extremely Low ($\leq 30\%$)	0	0	233
	Low ($>30\%$ and $\leq 50\%$)	0	0	265
	Mod ($>50\%$ and $\leq 80\%$)	0	0	34
	Total Low-Mod	0	0	532
	Non Low-Mod ($>80\%$)	0	0	2
	Total Beneficiaries	0	0	534



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Exhibit A

PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	198,835.86
02 ENTITLEMENT GRANT	465,058.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	116,806.81
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	780,700.67

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	116,948.24
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	116,948.24
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	76,446.52
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	270,975.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	464,369.76
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	316,330.91

PART III: LOW/MOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	116,948.24
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	(260.00)
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	116,688.24
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	99.78%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	69,809.57
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	69,809.57
32 ENTITLEMENT GRANT	465,058.00
33 PRIOR YEAR PROGRAM INCOME	43,298.70
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	508,356.70
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	13.73%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	76,446.52
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	76,446.52
42 ENTITLEMENT GRANT	465,058.00
43 CURRENT YEAR PROGRAM INCOME	116,806.81
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	581,864.81
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	13.14%



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LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Report returned no data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2016	3	188	6014196	Abode Services - Sunrise Village Homeless Shelter	03T	LMC	\$2,935.95
2016	3	188	6028630	Abode Services - Sunrise Village Homeless Shelter	03T	LMC	\$3,180.52
2016	3	188	6072065	Abode Services - Sunrise Village Homeless Shelter	03T	LMC	\$5,683.53
					03T	Matrix Code	\$11,800.00
2016	3	189	6028630	Bay Area Community Services (BACS) - Adult Day Care	05A	LMC	\$4,500.00
2016	3	189	6072065	Bay Area Community Services (BACS) - Adult Day Care	05A	LMC	\$4,500.00
2016	3	192	6014196	Spectrum Community Services - Fall Prevention Program	05A	LMC	\$5,766.65
2016	3	192	6038175	Spectrum Community Services - Fall Prevention Program	05A	LMC	\$2,786.39
2016	3	192	6072065	Spectrum Community Services - Fall Prevention Program	05A	LMC	\$1,446.96
2016	3	193	6014196	Spectrum Community Services - Senior Nutrition Program (SNAP)	05A	LMC	\$3,375.00
2016	3	193	6028630	Spectrum Community Services - Senior Nutrition Program (SNAP)	05A	LMC	\$3,375.00
2016	3	193	6038175	Spectrum Community Services - Senior Nutrition Program (SNAP)	05A	LMC	\$3,375.00
2016	3	193	6072065	Spectrum Community Services - Senior Nutrition Program (SNAP)	05A	LMC	\$3,375.00
					05A	Matrix Code	\$32,500.00
2016	3	191	6014196	Safe Alternatives to Violent Environments (SAVE) - Domestic Violence Services	05G	LMC	\$2,512.00
2016	3	191	6048130	Safe Alternatives to Violent Environments (SAVE) - Domestic Violence Services	05G	LMC	\$4,563.00
2016	3	191	6072065	Safe Alternatives to Violent Environments (SAVE) - Domestic Violence Services	05G	LMC	\$4,418.24
					05G	Matrix Code	\$11,493.24
2016	4	187	6014196	ECHO Housing - Fair Housing & Tenant/Landlord Counseling	05J	LMC	\$2,322.62
2016	4	187	6028630	ECHO Housing - Fair Housing & Tenant/Landlord Counseling	05J	LMC	\$3,034.53
2016	4	187	6048130	ECHO Housing - Fair Housing & Tenant/Landlord Counseling	05J	LMC	\$2,736.46
2016	4	187	6072065	ECHO Housing - Fair Housing & Tenant/Landlord Counseling	05J	LMC	\$1,906.39
					05J	Matrix Code	\$10,000.00
2016	3	190	6028630	Bay Area Community Services (BACS) - South County Wellness Center	05O	LMC	\$2,330.46
2016	3	190	6072065	Bay Area Community Services (BACS) - South County Wellness Center	05O	LMC	\$1,685.87
					05O	Matrix Code	\$4,016.33
2016	1	195	6014196	Housing Rehabilitation Program	14A	LMH	\$52.50
2016	1	195	6028630	Housing Rehabilitation Program	14A	LMH	\$38.00
2016	1	195	6038175	Housing Rehabilitation Program	14A	LMH	\$21,246.67
2016	1	195	6048130	Housing Rehabilitation Program	14A	LMH	\$15.00
2016	1	195	6072065	Housing Rehabilitation Program	14A	LMH	\$25,786.50
					14A	Matrix Code	\$47,138.67
Total							\$116,948.24

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2016	City Council/RSA Agenda		6014196	Abode Services - Sunrise Village Homeless Shelter	03T	LMC	\$2,935.95



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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2016	3	188	6028630	Abode Services - Sunrise Village Homeless Shelter	03T	LMC	\$3,180.52
2016	3	188	6072065	Abode Services - Sunrise Village Homeless Shelter	03T	LMC	\$5,683.53
					03T	Matrix Code	\$11,800.00
2016	3	189	6028630	Bay Area Community Services (BACS) - Adult Day Care	05A	LMC	\$4,500.00
2016	3	189	6072065	Bay Area Community Services (BACS) - Adult Day Care	05A	LMC	\$4,500.00
2016	3	192	6014196	Spectrum Community Services - Fall Prevention Program	05A	LMC	\$5,766.65
2016	3	192	6038175	Spectrum Community Services - Fall Prevention Program	05A	LMC	\$2,786.39
2016	3	192	6072065	Spectrum Community Services - Fall Prevention Program	05A	LMC	\$1,446.96
2016	3	193	6014196	Spectrum Community Services - Senior Nutrition Program (SNAP)	05A	LMC	\$3,375.00
2016	3	193	6028630	Spectrum Community Services - Senior Nutrition Program (SNAP)	05A	LMC	\$3,375.00
2016	3	193	6038175	Spectrum Community Services - Senior Nutrition Program (SNAP)	05A	LMC	\$3,375.00
2016	3	193	6072065	Spectrum Community Services - Senior Nutrition Program (SNAP)	05A	LMC	\$3,375.00
					05A	Matrix Code	\$32,500.00
2016	3	191	6014196	Safe Alternatives to Violent Environments (SAVE) - Domestic Violence Services	05G	LMC	\$2,512.00
2016	3	191	6048130	Safe Alternatives to Violent Environments (SAVE) - Domestic Violence Services	05G	LMC	\$4,563.00
2016	3	191	6072065	Safe Alternatives to Violent Environments (SAVE) - Domestic Violence Services	05G	LMC	\$4,418.24
					05G	Matrix Code	\$11,493.24
2016	4	187	6014196	ECHO Housing - Fair Housing & Tenant/Landlord Counseling	05J	LMC	\$2,322.62
2016	4	187	6028630	ECHO Housing - Fair Housing & Tenant/Landlord Counseling	05J	LMC	\$3,034.53
2016	4	187	6048130	ECHO Housing - Fair Housing & Tenant/Landlord Counseling	05J	LMC	\$2,736.46
2016	4	187	6072065	ECHO Housing - Fair Housing & Tenant/Landlord Counseling	05J	LMC	\$1,906.39
					05J	Matrix Code	\$10,000.00
2016	3	190	6028630	Bay Area Community Services (BACS) - South County Wellness Center	05O	LMC	\$2,330.46
2016	3	190	6072065	Bay Area Community Services (BACS) - South County Wellness Center	05O	LMC	\$1,685.87
					05O	Matrix Code	\$4,016.33
Total							\$69,809.57

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2016	5	186	6014196	CDBG Program Administration	21A		\$48,630.69
2016	5	186	6028630	CDBG Program Administration	21A		\$12,915.17
2016	5	186	6038175	CDBG Program Administration	21A		\$5,450.47
2016	5	186	6048130	CDBG Program Administration	21A		\$5,306.19
2016	5	186	6072065	CDBG Program Administration	21A		\$4,144.00
					21A	Matrix Code	\$76,446.52
Total							\$76,446.52

Exhibit A

PR26 - Activity Summary by Selected Grant

Date Generated: 08/23/2017

Grantee: UNION CITY

Grant Year: 2016

Total Grant Amount for 2016 Grant year = \$465,058.00													
State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)
CA	UNION CITY	2016	B16MC060046	Administrative And Planning	21A		186	Completed	\$72,405.99	\$72,405.99		\$76,446.52	\$76,446.52
				Administrative And Planning					\$72,405.99	\$72,405.99	15.57%	\$76,446.52	\$76,446.52
CA	UNION CITY	2016	B16MC060046	Housing	14A	LMH	195	Completed	\$19,332.10	\$19,332.10		\$47,138.67	\$47,138.67
				Housing					\$19,332.10	\$19,332.10	4.16%	\$47,138.67	\$47,138.67
CA	UNION CITY	2016	B16MC060046	Public Services	03T	LMC	188	Completed	\$11,800.00	\$11,800.00		\$11,800.00	\$11,800.00
CA	UNION CITY	2016	B16MC060046	Public Services	05A	LMC	193	Completed	\$10,176.94	\$10,176.94		\$13,500.00	\$13,500.00
CA	UNION CITY	2016	B16MC060046	Public Services	05G	LMC	191	Completed	\$11,493.24	\$11,493.24		\$11,493.24	\$11,493.24
CA	UNION CITY	2016	B16MC060046	Public Services	05O	LMC	190	Completed	\$4,016.33	\$4,016.33		\$4,016.33	\$4,016.33
				Public Services					\$37,486.51	\$37,486.51	8.06%	\$40,809.57	\$40,809.57
CA	UNION CITY	2016	B16MC060046	Repayments Of Section 108 Loans	19F		194	Completed	\$19,502.49	\$19,502.49		\$270,975.00	\$270,975.00
				Repayments Of Section 108 Loans					\$19,502.49	\$19,502.49	4.19%	\$270,975.00	\$270,975.00
				Total 2016					\$148,727.09	\$148,727.09	31.98%	\$435,369.76	\$435,369.76
				Grand Total					\$148,727.09	\$148,727.09	31.98%	\$435,369.76	\$435,369.76



Agenda Item

DATE: 9/12/2017

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, ECONOMIC AND COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: PUBLIC HEARING FOR INTRODUCTION AND FIRST READING OF AN ORDINANCE OF THE CITY OF UNION CITY ADDING CHAPTER 15.88 TO TITLE 15 OF THE UNION CITY MUNICIPAL CODE TO PROVIDE FOR AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR ELECTRIC VEHICLE CHARGING STATIONS

Union City is required by state law to adopt an ordinance that implements an expedited, streamlined permitting process for electric vehicle charging stations. As a result, Staff has prepared an ordinance that complies with Government Code section 65850.7. Staff recommends that the City Council conduct a public hearing, introduce and waive the first reading of the proposed ordinance so that the City can adopt an expedited, streamlined permitting process for electric vehicle charging stations.

BACKGROUND

On October 8, 2015, Governor Jerry Brown signed AB 1236 into law. AB 1236 amends Government Code Section 65850.7 to, among other things, require jurisdictions with less than 200,000 residents to adopt, before September 30, 2017, an ordinance to establish an expedited, streamlined permitting process for electric vehicle charging stations. AB 1236 requires adoption of a checklist to be used in the approval of permit applications for electric vehicle charging stations. The checklist would require an applicant to confirm the existing electrical services and equipment to be utilized for the charging stations as well as conformance with health and safety standards. AB 1236 also requires acceptance of forms, applications and other documents via electronic submittal, which would include e-mail and facsimile, and the authorization of acceptance of electronic signatures in lieu of a wet signature. If a city or county is unable to authorize acceptance of an electronic signature, the ordinance must specify the reasons for the inability to accept electronic signatures.

DISCUSSION

The proposed ordinance meets all of the requirements of AB 1236 and adoption of the proposed ordinance would bring the City into compliance with Government Code 65850.7.

City staff has developed a checklist and has procedures in place for the electronic submittal of forms, applications and other documents and the acceptance of electronic signatures. The content of the checklist requires the permit applicant to check the features of the existing electrical service, such as the rating of the existing main electrical service equipment and the rating of circuits for the electrical vehicle service equipment. The checklist generally follows the “Plug-In Electric Vehicle Infrastructure Permitting Checklist” contained in the Governor’s Office of Planning and Research “Zero Emission Vehicles in California: Community Readiness Guidebook.” The City’s adopted checklist shall be published on the City’s website and shall be accessible to the public.

Once the Building Official confirms that the permit application and supporting documents for the electrical vehicle charging station meet the requirements of the City’s adopted checklist and are consistent with all applicable laws and health and safety standards, the Building Official shall approve the application and issue all necessary permits to allow the electric vehicle charging station.

FISCAL IMPACT

There is no fiscal impact from the introduction of the proposed ordinance.

RECOMMENDATION

Conduct a public hearing, introduce and waive the first reading of a proposed ordinance to add Chapter 15.88 to Title 15 of the Union City Municipal Code to provide for an expedited, streamlined permitting process for electric vehicle charging stations.

A second reading to adopt the ordinance will be held on September 26, 2017 and it will become effective October 26, 2017.

Prepared by:

Kevin Reese, Chief Building Official

Submitted by:

Joan Malloy, Economic and Community Development Director

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Electric Vehicle Charging Station Ordinance	Ordinance
<input type="checkbox"/> Commercial Electric Vehicle Charging Station	Attachment
<input type="checkbox"/> Electric Vehicle Charging Station for Single Family Homes	Attachment

ORDINANCE NO. XX-17

AN ORDINANCE OF THE CITY COUNCIL OF UNION CITY ADDING CHAPTER 15.88 TO TITLE 15 OF THE UNION CITY MUNICIPAL CODE TO PROVIDE FOR AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR ELECTRIC VEHICLE CHARGING STATIONS

WHEREAS, the State of California and the City of Union City desire to promote and encourage the use of fuel-efficient electric vehicles; and

WHEREAS, on October 8, 2015, Governor Jerry Brown signed AB 1236, amending Government Code section 65850.7, which requires local agencies to adopt an ordinance that creates an expedited and streamlined permitting process for electric vehicle charging stations; and

WHEREAS, the City Council of Union City seeks to implement AB 1236 through the creation of an expedited, streamlined permitting process for electric vehicle charging stations; and

WHEREAS, the City Council of Union City finds that it is in the interest of the health, welfare, and safety of the public to provide an expedited, streamlined permitting process to encourage and facilitate the convenient development of electric vehicle charging stations.

NOW THEREFORE, the City Council of Union City does ordain as follows:

Section 1. Recitals. The above recitals are true and correct and made a part of this Ordinance.

Section 2. California Environmental Quality Act (CEQA). This Ordinance is exempt from CEQA based on sections 15378 and 15061(b)(3) of the State CEQA Guidelines, because it has no potential for resulting in a direct or reasonably foreseeable indirect physical change in the environment. This Ordinance is a text amendment involving the adoption of regulations to expedite and streamline permitting for electric vehicle charging stations; thus, it can be seen with certainty that there is no possibility that this Ordinance will have a significant effect on the environment.

Section 3. Findings. The City Council makes the following findings in support approving this Ordinance, based on the whole of the record before it.

1. The City has a substantial interest in complying with Government Code 65850.7 by creating an expedited, streamlined permitting process for Electric Vehicle Charging Stations.
2. The amendments are consistent with the City's efforts to promote and encourage the use of Zero-Emission Vehicles

Section 4. Approval. The City Council hereby approves the amendments to the Municipal Code, more specifically, adding Chapter 15.88, as shown in attached Exhibit A, which is

incorporated herein by reference and available for review in the City Clerk's office during normal business hours

Section 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

Section 6. Publication and effective date. Within fifteen (15) days from and after adoption, this Ordinance shall be published once in the Tri-City Voice, a newspaper of general circulation printed and published in Alameda County and circulated in the City of Union City, in accordance with California Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

EXHIBIT A

CHAPTER 15.88 EXPEDITED STREAMLINED PERMITTING PROCESS FOR ELECTRIC VEHICLE CHARGING STATION

- 15.88.010 Intent and purpose.
- 15.88.020 Definitions.
- 15.88.030 Expedited permitting process.
- 15.88.040 Permit application process.
- 15.88.050 Technical review.
- 15.88.060 Electric vehicle charging station installation requirements.
- 15.88.070 Right of appeal.
- 15.88.080 Fees

15.88.010 Intent and purpose.

The purpose and intent of this chapter is to promote and encourage the use of electric vehicles by creating an expedited, streamlined, permitting process for electric vehicle charging stations while promoting public health and safety and preventing specific adverse impacts in the installation and use of such charging stations. This chapter is also intended to comply with the requirements of California Government Code section 65850.7, as may be amended from time to time.

15.88.020 Definitions.

For the purpose of carrying out the intent of this chapter, the terms in this chapter have the meaning set forth below:

- A. “Electric vehicle charging station” or “charging station” shall mean any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this chapter, and delivers electricity from a source outside an electrical vehicle into a plug-in electric vehicle.
- B. “Building Official” shall mean the Building Official for Union City or the Building Official’s designee.
- C. “City” shall mean the City of Union City.
- D. “Electronic submittal” shall mean the utilization of one or more of the following:
 - 1. Email
 - 2. The Internet
 - 3. Facsimile

- E. “Expedited permitting process” or “expedited review” shall mean the process outlined in Section 15.88.030 for permit review and inspection requirements.
- F. “Specific adverse impact” shall mean a significant, quantifiable, direct and unavoidable impact, based on objective, identified and written public health or safety standards, policies or conditions as they existed on the date the application was deemed complete.

15.88.030 Expedited permitting process.

The Building Official shall implement an expedited, streamlined permitting process for electric vehicle charging stations, and adopt a checklist of all requirements with which electric vehicle charging stations shall comply with in order to be eligible for expedited review. The expedited streamlined permitting process and checklist may refer to the recommendations contained in the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" as published by the Governor's Office of Planning and Research. The City's adopted checklist shall be published on the City's website and shall be accessible to the public.

15.88.040 Permit application processing.

A. The applicant shall verify that the installation of an electric vehicle charging station will not have specific, adverse impact to public health and safety and building occupants. Documentation required to be submitted by the applicant includes but is not limited to: identifying electrical system capacity and loads; electrical system wiring, bonding and overcurrent protection; building infrastructure affected by charging station equipment and associated conduits; charging station equipment location and vehicle parking.

B. The Building Official shall allow for electronic submittal of permit applications covered by this article and associated supporting documentation. In accepting such permit applications, the Building Official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by applicant.

C. A permit application that satisfies the information/documentation requirements in the City's adopted checklist shall be deemed complete and be promptly processed. Upon confirmation by the Building Official that the permit application and supporting documents meet the requirements of the City's adopted checklist, and is consistent with all applicable laws and health and safety standards, the Building Official shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary permits.

D. If the Building Official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

E. Application approval / permit issuance does not authorize an applicant to energize or utilize the electric vehicle charging station, unless and until an inspection is performed and approval is granted by the City and the utility carrier as necessary.

F. Inspections shall be required. When an inspection is requested, the inspection shall be done in an efficient and timely manner. Inspections shall verify safety requirements and ensure that the electric vehicle charging stations are properly installed and in compliance with Code and the approved plans. If the electric vehicle charging station fails the initial inspection, a subsequent inspection may be required.

15.88.050 Technical review.

A. If the Building Official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific adverse impact upon the public health or safety, as defined in this chapter, the City may require the applicant to apply for a Use Permit.

B. In the technical review of an electric vehicle charging station, the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.

15.88.060 Electric vehicle charging station installation.

A. Electric vehicle charging station equipment shall meet the requirements of the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories, and rules of the Public Utilities Commission or a Municipal Electric Utility Company regarding safety and reliability.

B. Installation of electric vehicle charging stations and associated wiring, bonding, disconnecting means and overcurrent protective devices shall meet the requirements of Article 625 and all applicable provisions of the California Electrical Code.

C. Installation of electric vehicle charging stations shall be incorporated into the load calculations of all new or existing electrical services and shall meet the requirements of the California Electrical Code. Electric vehicle charging equipment shall be considered a continuous load.

D. Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations shall meet the requirements of the California Building or Residential Code as applicable per occupancy, and the provisions of the manufacturer's installation instructions. Mounting of charging stations shall not adversely affect building elements.

E. Commercial Electric Vehicle Charging Stations shall comply with accessibility requirements found in the California Building Code Chapter 11B

15.88.070 Right of appeal.

Any person having any record title or legal interest in the building may appeal from any action or decision of the Building Official under this chapter by filing an appeal to the Planning Commission for determinations of the Zoning Administrator in accordance with the procedures set forth in Union City Municipal Code 18.52.087(B), or as may be amended

15.88.080 Fees.

Fees shall be assessed as set forth in the fee schedule adopted by the City.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on September 12, 2017, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS

APPROVED:

Carol Dutra-Vernaci, Mayor

ATTEST:

Anna Brown, City Clerk

APPROVED AS TO FORM:

Kristopher J. Kokotaylo, Interim
City Attorney

2853115.1



COMMERCIAL ELECTRIC VEHICLE CHARGING STATIONS

The City of Union City defines commercial electric vehicle (EV) charging stations as systems installed in the following locations:

- **Multi-Family Buildings** (condos, apartments or common areas of townhomes or similar complexes)
- **Commercial Locations** (such as shopping centers, restaurants, grocery stores and general retail environments)
- **Office Buildings** (employee or visitor parking areas)
- **Industrial Uses** (charging devices for vehicle fleets or equipment such as forklifts)

For general information about these systems, the State of California has put together a guidebook that you can find here:
https://www.opr.ca.gov/docs/ZEV_Guidebook.pdf

REVIEW TIMELINE

All commercial EV charging systems will require drawings and a plan review to confirm compliance with electrical, structural and disabled access codes. All EV charging station applications are completed on an expedited timeline.

PLAN SUBMITTAL CHECKLIST

Commercial EV charging station drawings are not specific to electrical work. They will also need to describe disabled access, parking changes and potentially landscape changes. In addition to an electrical designer, we recommend that these drawings are prepared by an architect or engineer that is experienced with disabled access. Please provide three (3) sets of plans. **Each plan set shall include the following items:**

- ☐ **SITE PLAN**
 - List relevant property information, such as existing parking counts and ratios. Show new and existing parking spaces.
 - Clearly show where the charging unit is located within the parking garage or parking lot.
 - If the electric vehicle charging equipment is in an area subject to vehicular damage, an adequate barrier must be installed such as bollards or curbs. Show these protections on the plans and details
- ☐ **DISABLED ACCESS DETAILS**
 - The space width must be modified to provide for a path of travel to the charger. Identify the path of travel on the plans.
 - Indicate the size of the accessible EV charging parking space, its access aisle and other accessible requirements. These items shall comply with the current California Building Code (CBC), Chapter 11B. Show all layout details and key dimensions.
 - The charger shall comply with other accessibility requirements such as reach ranges. Provide details on the plans that demonstrate compliance with the CBC for the operable parts of the system.
- ☐ **ELECTRICAL PLANS**
 - Provide a complete electrical single line drawing showing the main service, sub panels and disconnecting means. Include the size of overcurrent protection devices (in amperes) for main service, sub panels, disconnects and EV charger circuit supply. Show sizes and types of conduit and conductors. Include existing and proposed loads to estimate if existing electrical service will handle the new load from the EV charging systems.
 - Note electrical feeder requirements when trenching structure to structure (CEC 225). The feeder from structure to structure should be noted in the scope of work. Verify that trenching complies with minimum cover requirements for wiring methods or circuits per CEC 300.
 - A lockable disconnect is required in a readily accessible location per CEC 625 for EV charging stations > 60A or 150V to ground. A plaque stating, "Emergency Power Off – Electric Vehicle Charging Station" must be installed on each disconnect.
 - Provide the manufacturer's cut sheets for the system.
- ☐ **STRUCTURAL DETAILS**
 - Provide structural details to show method of attachment. Equipment weighing over 400 pounds shall include calculations prepared by an engineer to demonstrate resistance to overturning based on our seismic zone.



City of Union City – Economic and Community Development Department
Building Division
34009 Alvarado-Niles Road
Union City, CA 94587
(510) 675-5313
Fax (510) 475-7318

ELECTRIC VEHICLE CHARGING DEVICES FOR SINGLE-FAMILY HOMES

PERMIT REQUIRED:

The City of Union City requires an electrical permit prior to installation of an electric vehicle (EV) charging device in a single family home. A load calculation shall be required for EV charging devices 60amps or greater. In some situations, the service panel will need to be upgraded to accommodate the new charger. An upgraded service panel will require an additional permit. For in-depth information related to EV charging and other zero emission vehicles, the state of California provides a guidebook that can be found here: https://www.opr.ca.gov/docs/ZEV_Guidebook.pdf

PERMIT PROCESS:

Permits for Residential EV charging systems are issued “over the counter”.

California State Licensed Contractor’s may obtain their permit by fax. This process requires submittal of an original credit card authorization form to be returned to City Hall in person or by mail. Faxed permit applications will be processed within two business days. For more information regarding our fax permit procedures refer to our Faxed Permit Application Packet.

SUBMITTAL REQUIREMENTS:

- ☐ Completed Building Permit Application
- ☐ Three (3) set of Floor Plans, 8 ½ “ x 11” minimum size
- ☐ Two (2) sets of Manufacturer’s Installation Instructions
- ☐ Two (2) sets of Load Calculations, *if applicable*

PLEASE BE PREPARED TO PROVIDE THE FOLLOWING INFORMATION:

- UL (Underwriters Laboratory) listing number. Provide the UL listing number of the device. UL is the most common, but other nationally recognized listings are acceptable.
- Manufacturer’s installation instructions / product info. This is often referred to as a “cut sheet”. The contractor must follow the installation instructions and the inspector may need to review these documents.
- Rating of the existing service panel for the home. If some information is missing or if the service is not adequate for the installation of the device, additional permits may be required for associated electrical work.
- Attachment detail for post/bollard installations if location of EV charger requires protection from potential vehicle damage.

FEE: Please refer to the Building Division Fee Schedule or contact the Building Division.

INSPECTION:

One final inspection shall be performed after the electric vehicle charging device is installed. If the installation of the EV charger required a service panel upgrade a rough inspection shall be performed before the final inspection.



Agenda Item

DATE: 9/12/2017

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, ECONOMIC AND COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: ADOPT A RESOLUTION AMENDING THE MASTER FEE SCHEDULE TO ESTABLISH THE RENT ORDINANCES SUBCATEGORY AND RELATED FEES UNDER THE ECONOMIC AND COMMUNITY DEVELOPMENT CATEGORY FOR ADMINISTRATION OF THE RESIDENTIAL LANDLORD AND TENANT RELATIONS ORDINANCE AND THE RENT REVIEW ORDINANCE

Staff recommends the City Council adopt the attached resolution amending the Master Fee Schedule to establish the Rent Ordinances Subcategory and related fees under the Economic and Community Development Category for administration of the Residential Landlord and Tenant Relations Ordinance and the Rent Review Ordinance.

BACKGROUND

In May 2016 the City Council held a study session to review rental market trends and consider potential tenant protection measures. In September 2016, the City Council formed a Rent and Tenant Taskforce (“Taskforce”) to assist with the consideration of possible tenant protection measures. The Taskforce held multiple public meetings between October 2016 and January 2017. Staff returned to the City Council with the Taskforce’s recommendations on January 31, 2017. After considering the Taskforce’s recommendations, the City Council directed staff to prepare an Eviction and Harassment Protection Ordinance and a Rent Review Ordinance.

On April 11, 2017, the City Council adopted Ordinance 839-17, which adds Chapter 5.50 “Residential Landlord and Tenant Relations Ordinance” to the City’s municipal code (“Eviction Protection Ordinance”). The Eviction Protection Ordinance stipulates that landlords may only terminate a tenancy for a specific cause, such as non-payment of rent, and prohibits landlords from engaging in specific harassment activity. The Eviction Protection Ordinance went into effect on May 10, 2017.

On June 27, 2017, the City Council adopted Ordinance 841-17, which adds Chapter 5.55 “Rent Review” to the City’s municipal code (“Rent Review Ordinance”). The Rent Review Ordinance provides a mediation process for tenants to address rent increases with their landlords. More specifically, the ordinance consists of a

two phase process: 1) conciliation and 2) in-person mediation with a professional mediator. Landlord participation in the process is mandatory but the mediator's recommendations are non-binding. The Rent Review Ordinance will go into effect on October 2, 2017.

DISCUSSION

Both ordinances allow the City to charge landlords an annual, per unit fee in order for the City to recoup its costs to administer and implement the ordinances. Therefore, staff has conducted a fee study to determine the annual cost estimates to administer the two ordinances and the per unit fee rate for each ordinance. The fee study for the Eviction Protection Ordinance is included as Exhibit A and the fee study for the Rent Review Ordinance is included as Exhibit B.

The fees were calculated by taking the total estimated cost for each ordinance and dividing it by 6,000 rental units. It is estimated there are approximately 6,500 to 6,700 rental properties in Union City however staff is only using 6,000 rental units when calculating the fee to account for units that may be exempt from the ordinances and property owners who fail to report their units to the City. Each year, the fees will be adjusted based on the prior year's expenditures and the estimated number of rental properties in Union City. This annual fee adjustment will be incorporated into the annual Master Fee Schedule adoption process.

The fees will be collected as part of the City's existing business license application/renewal process. Since the City's business licenses are renewed on a rolling basis, the fees will be due at the time the landlord's business license expires. **The fees for the Eviction Protection and Rent Review Ordinances will go into effect on November 1, 2017.** Although the Rent Review Ordinance goes into effect on October 2nd, the City is delaying the fee effective date in order to give enough advance notice to landlords since business license renewals are typically sent four to six weeks in advance of the license's expiration date.

Eviction Protection Ordinance

Staff estimates that the annual cost to administer the Eviction Protection Ordinance will be approximately **\$62,000** and that the Eviction Protection Ordinance Fee will be **\$10 per unit**. The following is a breakdown of the cost estimates associated with administering the ordinance. See Exhibit A for additional information.

- **Staff Costs (\$34,544)** – This includes Economic & Community Development (ECD), Marketing and Communications (MARCOM), City Manager, Finance, and City Attorney staff time. More specifically, staff time will be spent fielding inquiries, developing forms, handouts, mailers, etc., managing the Program Administrator's contract, reporting to City Council, and collecting the Eviction Protection Ordinance Fee.
- **Consultant (\$14,813)** – As discussed in a previous staff report, the City is seeking to contract with Eden Council for Hope and Opportunity (ECHO) to serve as the Program Administrator for both ordinances. The Consultant costs, covers the ECHO's time spent consulting with landlords and tenants, providing in-person office hours (by appointment), conducting outreach, and reporting out to the City. ECHO estimates an average of two (2) consultation hours per eviction case and staff is estimating an average of one (1) eviction case per week. It is also estimated that ECHO will provide one (1) office hour per week for eviction cases. In total it is estimated the ECHO will spend just under 200 hours per year administering this ordinance.
- **Supplies and Services (\$9,155)** – This includes the printing and postage to send one citywide mailer notifying residents and landlords of the ordinance, translating one document into Spanish and Chinese, and printing handouts. Additionally, the City has to pay a one-time expense to add special reporting elements to the City's business license software in order to accurately track fee payments.

- **Initial Implementation Costs (\$3,960)** – This includes staff time, printing, postage and translation services to implement the Eviction Protection Ordinance. More specifically, the initial implementation has included the development of informational handouts, outreach/marketing materials, and forms that landlords can use to satisfy the noticing requirements of the ordinance. Staff has also spent time fielding inquiries, hosting public workshops on the Eviction Protection Ordinance, and selecting a program administrator. These initial implementation expenses are one-time costs, and will be recouped over a five year period. The amount of these expenses recouped in the first year of the five year period is \$3,960.

Rent Review Ordinance

Staff estimates that the annual cost to administer the Rent Review Ordinance will be approximately **\$130,000** and that the Rent Review Ordinance Fee will be **\$21.50 per unit**. The following is a breakdown of the cost estimates associated with administering the ordinance. See Exhibit B for additional information.

- **Staff Costs (\$42,043)** – This includes Economic & Community Development (ECD), Marketing and Communications (MARCOM), City Manager, Finance, and City Attorney staff time. More specifically, staff time will be spent fielding inquiries, developing forms, handouts, mailers, etc., managing the consultant contracts, reporting to City Council, and collecting the Rent Review Ordinance Fee.

- **Consultants (\$76,613)**

ECHO Housing (\$45,413) - As mentioned above, the City is seeking to contract with ECHO to serve as the Program Administrator for this ordinance. The Consultant cost estimate covers ECHO's time spent fielding inquiries from landlords and tenants, providing in-person office hours (by appointment), conducting outreach, and reporting out to the City. ECHO estimates an average of eight (8) hours per rent review case, which includes providing consultation and conciliation services, making referrals to the Rental Housing Association's landlord to landlord counseling program, and coordinating/scheduling the mediation meeting. Staff is estimating an average of one (1) rent review case per week. It is also estimated that ECHO will provide two (2) office hours per week for rent review cases. In total it is estimated that ECHO will spend over 450 hours per year administering this ordinance.

On-Call Mediators (\$31,200) - In addition, the City is in the process of hiring on-call professional mediators that will conduct and facilitate the mediation meetings. This cost includes the on-call mediator's time to review case files, conduct the mediation, and report out the results. Staff estimates that mediation cases will take between three (3) and five (5) hours per case and is estimating there will be two (2) mediation cases per month. The goal is to have most cases resolved at the conciliation phase and that only more difficult/challenging cases will reach the mediation stage.

- **Supplies and Services (\$10,630)** – This includes the printing and postage to send one citywide mailer notifying residents and landlords of the ordinance, translating one document into Spanish and Chinese, and printing handouts. Additionally, the City has to pay a one-time expense to add special reporting elements to the City's business license software in order to accurately track fee payments.
- **Initial Implementation Costs (\$1,538)** – This includes staff time, printing, postage and translation services to implement the Rent Review Ordinance. More specifically, the initial implementation has included the development of informational handouts, outreach/marketing materials, and forms that landlords can use to satisfy the noticing requirements of the Ordinances. Staff has also spent time fielding inquiries and selecting a program administrator and on-call mediators. These initial implementation expenses are one-time costs and will be recouped over a five year period. The amount of these expenses recouped in the first year of the five year period is \$1,538.

FISCAL IMPACT

This amendment would increase the City's revenues by approximately \$190,000 annually, assuming that both fees are paid for 6,000 rental units. However, this revenue can only be used to pay for the City's costs to implement and administer the two ordinances.

If the City Council decides **not** to adopt these fees, the City will still be required to implement and administer the two ordinances. This would result in an approximate \$190,000 annual impact to the General Fund.

RECOMMENDATION

Staff recommends the City Council adopt the attached resolution amending the Master Fee Schedule to establish the Rent Ordinances Subcategory and related fees under the Economic and Community Development Category for administration of the Residential Landlord and Tenant Relations Ordinance and the Rent Review Ordinance.

Prepared by:

Alin Lancaster, Housing and Community Development Coordinator

Submitted by:

Joan Malloy, Economic and Community Development Director

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution: Master Fee Schedule Amendment - Rent Ordinances	Resolution
<input type="checkbox"/> Exhibit A: Eviction Protection Ordinance Fee Study	Exhibit
<input type="checkbox"/> Exhibit B: Rent Review Ordinance Fee Study	Exhibit

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY
AMENDING THE MASTER FEE SCHEDULE TO ESTABLISH THE RENT
ORDINANCES SUBCATEGORY AND RELATED FEES UNDER THE ECONOMIC
AND COMMUNITY DEVELOPMENT CATEGORY FOR ADMINISTRATION OF THE
RESIDENTIAL LANDLORD AND TENANT RELATIONS ORDINANCE AND THE
RENT REVIEW ORDINANCE**

WHEREAS, on April 11, 2017, the City Council adopted Ordinance 839-17, which adds Chapter 5.50 “Residential Landlord and Tenant Relations Ordinance” to the City’s municipal code (“Eviction Protection Ordinance”). The Eviction Protection Ordinance stipulates that landlords may only terminate a tenancy for a specific cause, such as non-payment of rent, and prohibits landlords from engaging in specific harassment activity. The Eviction Protection Ordinance went into effect on May 10, 2017; and

WHEREAS, on June 27, 2017, the City Council adopted Ordinance 841-17, which adds Chapter 5.55 “Rent Review” to the City’s municipal code (“Rent Review Ordinance”). The Rent Review Ordinance provides a mediation process for tenants to address rent increases with their landlords. More specifically, the ordinance consists of a two phase process: 1) conciliation and 2) in-person mediation with a professional mediator. The Rent Review Ordinance will go into effect on October 2, 2017; and

WHEREAS, both ordinances allow the City to charge landlords an annual, per unit fee in order for the City to recoup its costs to administer and implement the ordinances; and

WHEREAS, staff has conducted a fee study (attached as Exhibit A and Exhibit B) to determine the annual cost estimates to administer the two ordinances and the per unit fee rate for each ordinance; and

WHEREAS, the fees established by this resolution are equal to, or less than, the per unit cost to the City to implement and administer each ordinance.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Union City does hereby declare as follows:

1. The 2017-2018 Master Fee Schedule is amended to incorporate the Rent Ordinances subcategory under the Economic and Community Development category for the administration of the Residential Landlord and Tenant Relations Ordinance and the Rent Review Ordinance. The Rent Ordinances subcategory shall include the following fees:

- Residential Landlord and Tenant Relations Ordinance.....\$10 per rental unit
- Rent Review Ordinance\$21.50 per rental unit

2. As set forth in the Municipal Code, all property owners with rental units in Union City that are subject to the Residential Landlord and Tenant Relations Ordinance and/or the Rent Review Ordinance shall pay the above listed fees annually. The fees shall be due at the time a

property owner applies for a new residential rental business license or renews an existing residential rental business license

3. The Rent Ordinances Fees shall be effective on November 1, 2017.

4. The City Manager is authorized to implement the Rent Ordinance Fees and this Resolution.

2859209.1

Exhibit A

Eviction Protection Ordinance

Annual Cost Estimates

Staff Costs	Cost/Hr ¹	Hours	Total Cost
Economic & Community Development (ECD)			
CD Technician	\$ 94.98	80.00	\$ 7,598
HCD Coordinator	\$ 119.02	64.00	\$ 7,617
ECD Director	\$ 171.69	14.00	\$ 2,404
Marketing & Communications			
Communications & Marketing Manager	\$ 126.22	6.00	\$ 757
Digital Marketing Specialist	\$ 57.50	25.00	\$ 1,438
City Manager's Office			
City Manager	\$ 254.88	6.00	\$ 1,529
Rental Registration Fee Collection/Administration			
ASD Director	\$ 158.68	5.0	\$ 793
Revenue Collection Manager	\$ 112.02	12.0	\$ 1,344
Finance Specialist	\$ 64.43	91.0	\$ 5,863
Legal Services			
City Attorney's Office	\$ 260.00	20.00	\$ 5,200
Total Staff Costs		323.00	\$ 34,544
Consultant	Cost/Hr	Hours	Total Cost
Program Administrator			
Tenant/Landlord Consultation	\$ 75.00	104.0	\$ 7,800
In-Person Office Hours	\$ 75.00	52.0	\$ 3,900
Reporting ²	\$ 75.00	9.0	\$ 675
Outreach Efforts/Events ³	\$ 75.00	32.5	\$ 2,438
Total Consultant Costs		197.50	\$ 14,813
Supplies and Services	Cost/Unit	# of Units	Total Cost
Outreach/Education			
Mailer (Citywide) - Printing ⁴	\$ 2,860	1	\$ 2,860
Mailer (Citywide) - Postage ⁵	\$ 4,670	1	\$ 4,670
Written Translation Services (cost per language) ⁶	\$ 125	2	\$ 250
Printing Handouts / Forms	\$ 0.06	500	\$ 30
A-Frame Signage for Office Hours			\$ 75
Rental Registration Fee Collection			
Business License Software - Reporting Add-Ons ⁷			\$ 1,000
Printing (handouts included in business license renewal)	\$ 0.06	4,500	\$ 270
Total Supplies and Services			\$ 9,155
Initial Implementation Costs ⁸			
Initial Implementation Costs through 9/5/17			\$ 19,801
Repayment Period			5 Years
Annual Repayment Amount			\$ 3,960
Total Annual Costs			\$ 62,472

Annual Revenue Estimates

Eligible Units	# of Units	Fee/Unit	Total
All Rentals	6,000	\$ 10	\$ 60,000

Notes

¹ Hourly rates listed represent the fully burdened hourly rate which includes salary, benefits, and indirect/direct costs

² Program Administrator estimated 36 hours per year for reporting. Staff estimates 25% of time spent reporting will be on the Eviction Protection Ordinance and 75% of time will be spent reporting on the Rent Review Ordinance.

³ Program Administrator estimated 65 hours per year for outreach events/efforts. This 65 hours is split between the Eviction Protection Ordinance and the Rent Review Ordinance

⁴ Mailer Printing Costs: \$0.11/Postcard
26,000 Postcards = 23,000 postcards (citywide residential) + 3,000 postcards (property owners)

⁵ Mailer Postage Costs: \$3,650 (citywide residential) + \$0.34/postcard sent to property owners

⁶ Written translation services: Estimate \$0.25/word, average document 500 words, all documents are translated into Spanish and Chinese

⁷ Business License Software Costs: Special reporting elements had to be added to the City’s business license software in order to accurately track fee payments. This cost has been split equally between the ordinances.

⁸ Implementation Costs - one-time costs the City fronted for the initial implementation of the Eviction Protection Ordinance. The expenses will be repaid over the next five years

Exhibit B
Rent Review Ordinance
Annual Cost Estimates

Staff Costs	Cost/Hr ¹	Hours	Total Cost
Economic & Community Development (ECD)			
Community Development Technician	\$ 94.98	100.00	\$ 9,498
HCD Coordinator	\$ 119.02	80.00	\$ 9,522
ECD Director	\$ 171.69	22.00	\$ 3,777
Marketing & Communications			
Communications & Marketing Manager	\$ 126.22	10.00	\$ 1,262
Digital Marketing Specialist	\$ 57.50	30.00	\$ 1,725
City Manager's Office			
City Manager	\$ 254.88	12.00	\$ 3,059
Rental Registration Fee Collection/Administration			
ASD Director	\$ 158.68	5.00	\$ 793
Revenue Collection Manager	\$ 112.02	12.00	\$ 1,344
Finance Specialist	\$ 64.43	91.00	\$ 5,863
Legal Services			
City Attorney's Office	\$ 260.00	20.00	\$ 5,200
Total Staff Costs		382.00	\$ 42,043
Consultants	Cost/Hr	Hours	Total Cost
Program Administrator			
Consultation/Conciliation/Mediation Coordination	\$ 75.00	442.00	\$ 33,150
In-Person Office Hours	\$ 75.00	104.00	\$ 7,800
Reporting ²	\$ 75.00	27.00	\$ 2,025
Outreach Efforts/Events ³	\$ 75.00	32.50	\$ 2,438
Total Program Administrator Costs			\$ 45,413
On-Call Mediator	\$ 260.00	120.00	\$ 31,200
Total Consultant Costs		725.50	\$ 76,613
Supplies and Services	Cost/Unit	# of Units	Total Cost
Outreach/Education			
Mailer (Citywide) - Printing ⁴	\$ 2,860	1	\$ 2,860
Mailer (Citywide) - Postage ⁵	\$ 4,670	1	\$ 4,670
Written Translation Services (cost per language) ⁶	\$ 125	14	\$ 1,750
Printing Handouts / Forms	\$ 0.06	500	\$ 30
A-Frame Signage for Office Hours			\$ 50
Rental Registration Fee Collection/Administration			
Business License Software - Reporting Add-Ons ⁷			\$ 1,000
Printing (handouts included in business license renewal)	\$ 0.06	4,500	\$ 270
Total Supplies and Services			\$ 10,630
Initial Implementation Costs ⁸			
Initial Implementation Costs through 9/5/17			\$ 7,692.35
Repayment Period			5 Years
Annual Repayment Amount			\$ 1,538
Total Annual Costs			\$ 130,824

Annual Revenue Estimates

Eligible Units	# of Units	Fee/Unit	Total
All Rentals	6,000	\$ 21.50	\$ 129,000

Notes

¹ Hourly rates listed represent the fully burdened hourly rate which includes salary, benefits, and indirect/direct costs

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⁷ Business License Software Costs: Special reporting elements had to be added to the City's business license software in order to accurately track fee payments. This cost has been split equally between the ordinances.



Agenda Item

DATE: 9/11/2017

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: MARK CARLSON, FINANCE DIRECTOR, CPA

SUBJECT: CONSIDER CITY FUNDING SUPPORT FOR THE ALVARADO HISTORIC DISTRICT MERCHANTS ASSOCIATION FALL FESTIVAL, SEPTEMBER 30, 2017

Staff requests City Council direction to staff regarding the use of City funds approximating \$15,600 for staff costs required for the Alvarado Historic District Merchants Association Fall Festival to be held on September 30, 2017 in Old Alvarado and Cesar Chavez Parks.

BACKGROUND

The City Council has made it a point to provide support to the Alvarado Historic District Merchants Association Fall Festival. In addition, earlier this year, the City provided substantial resources to install monument signs in the Alvarado district. These funds were appropriated by the City Council from the Public Art and Bridge Benefit funds. The City is facing substantial deficits this fiscal year and next, and appropriated funding for the Fall Festival was not included in the Adopted Budget.

DISCUSSION

Recently, the City was approached by the Association with a request to provide support to their Fall Festival. The Festival, in its third year, is proposing to close Smith Street between Fredi Street and Union City Blvd., which is a significant change from the previous years. In order to provide proper safety for traffic and pedestrians during the street closure, police presence at the festival, and Public Works staff support for event logistical support, it has been estimated that it will cost the City \$15,600 in unbudgeted staff related costs. Almost all of these costs are overtime related.

Given the current fiscal situation of the City's budget, staff is seeking direction from the City Council as to whether this expenditure is appropriate at this time.

FISCAL IMPACT

If approved by the City Council, the estimated cost to provide City services to the Alvarado Historic District Merchants Association Fall Festival is \$15,600.

RECOMMENDATION

Staff is asking the City Council to provide direction on this expenditure.

Prepared by:

Mark Carlson, CPA

Submitted by:

Mark Carlson, CPA