



CITY OF
HAYWARD
HEART OF THE BAY

CITY COUNCIL AGENDA
APRIL 15, 2014

MAYOR MICHAEL SWEENEY
MAYOR PRO TEMPORE MARK SALINAS
COUNCIL MEMBER BARBARA HALLIDAY
COUNCIL MEMBER FRANCISCO ZERMEÑO
COUNCIL MEMBER MARVIN PEIXOTO
COUNCIL MEMBER GREG JONES
COUNCIL MEMBER AL MENDALL

Table of Contents

Agenda	3
Consideration of Amendments to the Mobile Home Park Closure and Change of Use Regulations (Report from City Attorney Lawson)	
Staff Report	8
Attachment I	15
Approval of Minutes of the City Council Meeting on March 25, 2014	
Draft Minutes	17
Airport Pavement Rehabilitation FY15 - Airport Terminal Building Access Road: Approval of Plans and Specifications and Call for Bids	
Staff Report	22
Attachment I	25
Attachment II	27
Approval of FY 2014-15 Measure B Annual Paratransit Program Plan	
Staff Report	28
Attachment I	33
Attachment II	35
Attachment III	39
Attachment IV	89
Resolution Appropriating Funds and Authorizing the City Manager to Execute an Agreement for up to \$74,970 with Francisco & Associates to Provide Engineering and Administration Services Related to Analysis and FY2015 Assessments for the City's Landscape and Lighting District and Two Maintenance Districts, Analysis Related to a Capital Reserve Study, and Work Related to a Proposition 218 Election to Increase Assessments for Certain Zones/Districts	
Staff Report	93
Attachment I - Resolution	96
Attachment II - Scope of Work	98
Adoption of a Resolution Authorizing Amendment of the Salary and Benefits Resolution for the Unrepresented Management, City Attorney, and Human Resources Employees	
Staff Report	106
Attachment I	110
Public TEFRA Hearing as Required by the Internal Revenue Code of 1986, and adoption of a Resolution Authorizing the Issuance of Bonds by the California Statewide Communities Development Authority in Connection with the Faith Manor Apartments (Report from Assisstant City Manager McAadoo)	
Staff Report	112
Attachment I Resolution.	118

FY 2015 Community Agency Funding Recommendations including Community Development Block Grant (CDBG), Social Services, and Arts/Music (Report from Library and Community Services Director Reinhart)	
Staff Report	120
Attachment I Resolution.	130
Attachment II Funding Recommendations	131
Attachment III Application Summaries	134
Attachment IV Public Comments	190
Attachment V FY 2015 CDBG Annual Action Plan	197
Residential Rental Inspection Program Updates: Introduction of Ordinance Repealing and Replacing Chapter 9, Article 5 of the Hayward Municipal Code establishing a Self-Certification Program; Introduction of an Ordinance Adopting the 2012 International Property Maintenance Code; and Adoption of a Revised Master Fee Schedule Relating to Fees and Charges for Administrative Hearing Appeals (Report from Assistant City Manager McAdoo)	
Staff Report	214
Attachment I Ordinance repealing and replacing Chapter 9, Article 5 of the Hayward Municipal Code.	224
Attachment II Ordinance Adopting the 2012 International Property Maintenance Code.	235
Attachment III Resolution Revising Master Fee Schedule by modifying Hearing Fees.	237
Attachment IV Fee Schedule Update Master Fee Schedule by modifying Hearing Fees.	239
Attachment V Self-Certification Flow Chart	240
Attachment VI City-Wide Complaint Driven Rental Inspections	241
Adoption of Ordinance Adding Article 17 to Chapter 4 of the Hayward Municipal Code Regarding Camping and Storage of Personal Property on City-Owned Property (Report from City Clerk Lens)	
Staff Report	242
Attachment I Notice of Ordinance	243



CITY COUNCIL MEETING FOR APRIL 15, 2014
777 B STREET, HAYWARD, CA 94541
WWW.HAYWARD-CA.GOV

CLOSED SESSION
Closed Session Room 2B – 5:00 PM

1. PUBLIC COMMENTS

2. Conference with Labor Negotiators

Pursuant to Government Code 54957.6

- Lead Negotiators: City Manager David; City Attorney Lawson; Assistant City Manager McAdoo; Finance Director Vesely; Deputy City Attorney Vashi; Director of Maintenance Services McGrath; Acting Human Resources Director Collins; Senior Human Resources Analyst Monnastes; Jack Hughes, Liebert, Cassidy and Whitmore

Under Negotiation: All Groups

3. Conference with Real Property Negotiators

Pursuant to Government Code 54956.8

- Under Negotiation: South Hayward BART Land Purchase and Requisition
Lead Negotiators: City Manager David, City Attorney Lawson, Assistant City Manager McAdoo, Assistant City Attorney Conneely, Project Consultant DeClercq, Development Services Director Rizk, Finance Director Vesely, and Heather Gould and Rafael Yaquian from Goldfarb Lipman

4. Conference with Real Property Negotiators

Pursuant to Government Code 54956.8

- Under Negotiation: City Center Properties
22292 Foothill Blvd, APN 415-0250-111-02 (former Centennial Hall site)
22300 Foothill Blvd, APN 415-0250-112-00 (former City Hall site)
22321 Foothill Blvd, APN 415-0250-113-00 (parking structure site)
Lead Negotiators: City Manager David, City Attorney Lawson, Assistant City Manager McAdoo, Director of Public Works – Engineer and Transportation Fakhrai, Development Services Director Rizk, Assistant City Attorney Conneely, and Assistant City Attorney Alvarado

5. Adjourn to City Council Meeting

CITY COUNCIL MEETING
Council Chambers – 7:00 PM

CALL TO ORDER Pledge of Allegiance Council Member Mendall

ROLL CALL

CLOSED SESSION ANNOUNCEMENT

PRESENTATION

Update on the Alameda County Mosquito Abatement Program by District Manager Chindi Peavey

PUBLIC COMMENTS

The Public Comment section provides an opportunity to address the City Council on items not listed on the agenda or Work Session, or Informational Staff Presentation items. The Council welcomes your comments and requests that speakers present their remarks in a respectful manner, within established time limits, and focus on issues which directly affect the City or are within the jurisdiction of the City. As the Council is prohibited by State law from discussing items not listed on the agenda, your item will be taken under consideration and may be referred to staff.

NON-ACTION ITEMS: *(Work Session and Informational Staff Presentation items are non-action items. Although the Council may discuss or direct staff to follow up on these items, no formal action will be taken. Any formal action will be placed on the agenda at a subsequent meeting in the action sections of the agenda.)*

WORK SESSION (60-Minute Limit)

1. Consideration of Amendments to the Mobile Home Park Closure and Change of Use Regulations
(Report from City Attorney Lawson)
[Staff Report](#)
[Attachment I](#)
-

ACTION ITEMS: *(The Council will permit comment as each item is called for the Consent Calendar, Public Hearings, and Legislative Business. In the case of the Consent Calendar, a specific item will need to be pulled by a Council member in order for the Council to discuss the item or to permit public comment on the item. Please notify the City Clerk anytime before the Consent Calendar is voted on by Council if you wish to speak on a Consent Item.)*

CONSENT

2. Approval of Minutes of the City Council Meeting on March 25, 2014
[Draft Minutes](#)
3. Airport Pavement Rehabilitation FY15 - Airport Terminal Building Access Road: Approval of Plans and Specifications and Call for Bids
[Staff Report](#)
[Attachment I](#)
[Attachment II](#)

April 15, 2014



4. Approval of FY 2014-15 Measure B Annual Paratransit Program Plan

- [Staff Report](#)
- [Attachment I](#)
- [Attachment II](#)
- [Attachment III](#)
- [Attachment IV](#)

5. Resolution Appropriating Funds and Authorizing the City Manager to Execute an Agreement for up to \$74,970 with Francisco & Associates to Provide Engineering and Administration Services Related to Analysis and FY2015 Assessments for the City's Landscape and Lighting District and Two Maintenance Districts, Analysis Related to a Capital Reserve Study, and Work Related to a Proposition 218 Election to Increase Assessments for Certain Zones/Districts

- [Staff Report](#)
- [Attachment I - Resolution](#)
- [Attachment II - Scope of Work](#)

6. Adoption of a Resolution Authorizing Amendment of the Salary and Benefits Resolution for the Unrepresented Management, City Attorney, and Human Resources Employees

- [Staff Report](#)
- [Attachment I](#)

The following order of business applies to items considered as part of Public Hearings and Legislative Business:

- *Disclosures*
- *Staff Presentation*
- *City Council Questions*
- *Public Input*
- *Council Discussion and Action*

PUBLIC HEARING

7. Public TEFRA Hearing as Required by the Internal Revenue Code of 1986, and adoption of a Resolution Authorizing the Issuance of Bonds by the California Statewide Communities Development Authority in Connection with the Faith Manor Apartments (Report from Assistant City Manager McAdoo)

- [Staff Report](#)
- [Attachment I Resolution](#)

8. FY 2015 Community Agency Funding Recommendations including Community Development Block Grant (CDBG), Social Services, and Arts/Music (Report from Library and Community Services Director Reinhart)

- [Staff Report](#)
- [Attachment I Resolution](#)
- [Attachment II Funding Recommendations](#)
- [Attachment III Application Summaries](#)

April 15, 2014



[Attachment IV Public Comments](#)
[Attachment V FY 2015 CDBG Annual Action Plan](#)

LEGISLATIVE BUSINESS

9. Residential Rental Inspection Program Updates: Introduction of Ordinance Repealing and Replacing Chapter 9, Article 5 of the Hayward Municipal Code establishing a Self-Certification Program; Introduction of an Ordinance Adopting the 2012 International Property Maintenance Code; and Adoption of a Revised Master Fee Schedule Relating to Fees and Charges for Administrative Hearing Appeals (Report from Assistant City Manager McAdoo)

[Staff Report](#)

[Attachment I Ordinance repealing and replacing Chapter 9, Article 5 of the Hayward Municipal Code](#)

[Attachment II Ordinance Adopting the 2012 International Property Maintenance Code](#)

[Attachment III Resolution Revising Master Fee Schedule by modifying Hearing Fees](#)

[Attachment IV Fee Schedule Update Master Fee Schedule by modifying Hearing Fees](#)

[Attachment V Self-Certification Flow Chart](#)

[Attachment VI City-Wide Complaint Driven Rental Inspections](#)

10. Adoption of Ordinance Adding Article 17 to Chapter 4 of the Hayward Municipal Code Regarding Camping and Storage of Personal Property on City-Owned Property (Report from City Clerk Lens)

[Staff Report](#)

[Attachment I Notice of Ordinance](#)

COUNCIL REPORTS, REFERRALS, AND FUTURE AGENDA ITEMS

Oral reports from Council Members on their activities, referrals to staff, and suggestions for future agenda items.

ADJOURNMENT

NEXT REGULAR MEETING – 7:00 PM, TUESDAY, APRIL 22, 2014

PUBLIC COMMENT RULES: *The Mayor may, at the beginning of the hearing, limit testimony to three (3) minutes per individual and five (5) minutes per an individual representing a group of citizens or organization. Speakers will be asked for their name before speaking and are expected to honor the allotted time. Speaker Cards are available from the City Clerk at the meeting.*

PLEASE TAKE NOTICE that if you file a lawsuit challenging any final decision on any public hearing or legislative business item listed in this agenda, the issues in the lawsuit may be limited to the issues that were raised at the City's public hearing or presented in writing to the City Clerk at or before the public hearing. ***PLEASE TAKE FURTHER NOTICE*** that the City Council has adopted Resolution No. 87-181 C.S., which imposes the 90 day deadline set forth in Code of Civil Procedure section 1094.6 for filing of any lawsuit challenging final action on an agenda item which is subject to Code of Civil Procedure section 1094.5.

April 15, 2014



****Materials related to an item on the agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office, City Hall, 777 B Street, 4th Floor, Hayward, during normal business hours. An online version of this agenda and staff reports are available on the City's website. Written comments submitted to the Council in connection with agenda items will be posted on the City's website. All Council Meetings are broadcast simultaneously on the website and on Cable Channel 15, KHRT. ****

Assistance will be provided to those requiring accommodations for disabilities in compliance with the Americans with Disabilities Act of 1990. Interested persons must request the accommodation at least 48 hours in advance of the meeting by contacting the City Clerk at (510) 583-4400 or TDD (510) 247-3340.

Please visit us on:



DATE: April 15, 2014

TO: Mayor and City Council

FROM: City Attorney

SUBJECT: Consideration of Amendments to the Mobile Home Park Closure and Change of Use Regulations

RECOMMENDATION

That the City Council reviews and comments on the report.

SUMMARY

In 2004, the City Council adopted regulations addressing the closure and/or change of use of mobile home parks in the City. The regulations, codified as Section 10-3.1000 of the Hayward Municipal Code, ensure that a closure or change of use of a mobile home park is preceded by adequate notice to the residents, an impact report detailing the cost of relocation to residents, and a hearing before the City Council to determine the adequacy of the impact report. The regulations, originally adopted as emergency legislation, sought to address the closure of the Continental Mobile Home Park. Now ten years old, staff is recommending an update to the regulations and seeks Council direction concerning their scope and specificity.

BACKGROUND

In 2004, City staff became aware of the potential closure of a mobile home park in Hayward. At that time, the City did not have regulations addressing the issue of mobile home park closures and/or change of use. The closure of one of the nine mobile home parks in Hayward would have resulted in the loss of approximately 200 mobile home spaces. The loss of such a significant number of affordable housing units in Hayward would have resulted in financial hardship to, and displacement of, the residents of the mobile home park.

In October 2004, the City Council adopted emergency legislation establishing a 45-day moratorium on mobile home park closure and/or change of use. The purpose of the moratorium was to provide staff time to draft regulations that would provide relocation assistance to residents displaced by a closure and/or change of use. At the conclusion of the moratorium period, the Council adopted regulations establishing a process for reviewing the closure and/or change of use of a mobile home park. Ultimately, the mobile home park at issue did not close and continues to operate as a mobile home park today.

The regulations adopted in 2004 require a mobile home park owner proposing a change of use to submit an “Application for Reclassification” and an “Impact Report.” A proposed closure only requires submission of the impact report. The City Council must approve the application and/or the impact report before a mobile home park owner can close or change a park’s use.

The impact report must provide detailed information on the relocation costs and economic impact on each mobile home resident. Each resident in the mobile home park is eligible to receive the reasonable costs of relocation from the park owner. To establish the reasonable cost of relocation to each resident, the impact report must specify cost estimates for typical moving expenses such as the average cost to move the mobile home resident’s personal property, any estimated rent increase a resident may experience by moving, and any other increased cost that may have a long term economic impact on the mobile home resident.

The report must also address any special economic impacts experienced by residents with children, residents who are sixty-two years of age or older, and residents who are medically proven to be permanently disabled. For mobile homes that cannot be moved without incurring significant damage, the impact report must include an estimate of the in-place fair market value of the unit.

DISCUSSION

As the City Council might be aware from local news reports, the only mobile home park in Palo Alto is proposing to close and change its use. As a result, Hayward staff has received concerned inquiries from mobile home resident stakeholders in our community regarding the adequacy of the City’s existing measures intended to mitigate the economic impacts of a proposed closure or change of use. Like Hayward, Palo Alto has regulations for mobile home park closure and/or change of use. However, mobile home resident stakeholders have expressed concerns that the City’s existing mitigation measures are inadequate compared to those identified in Palo Alto’s regulations and in other local communities.

Staff has closely followed mobile home closure issues, including the proposed closure of the Buena Vista Mobile Home Park in Palo Alto. Although staff is unaware of any potential mobile home closures in Hayward, staff believes it is prudent to evaluate the issue proactively before a specific mobile home park notices a closure and/or change of use. In that vein, staff has met with mobile home resident stakeholders and park owner representatives to receive input on the issue.

On March 14, 2014, City staff met with the leadership of the Hayward Mobilehome Owners Association (“HMOA”), including individuals involved in the 2004 development of the City’s existing regulations, to hear their concerns. HMOA represents residents from the nine mobile home parks in Hayward. HMOA expressed a desire to update the existing regulations to clarify the relocation costs available to residents. Specifically, HMOA stated a preference for inclusion of relocation measures closely aligned with measures found in Palo Alto’s regulations.

On April 4, 2014, City staff met with mobile home park owner representatives to receive feedback about a possible update to the City’s existing regulations. The owner representatives agreed that relocation benefits to displaced residents should be reasonable. However, they expressed concern

that the residents could use the current review as an opportunity to obtain benefits that are not reasonable or justified. Furthermore, the owner representatives stated the regulations should include owner protections, including a prohibition on relocation benefits to residents who default on rent payments during the closure and/or change of use process.

To complete a comprehensive study of the issue, staff reviewed relevant state law, ordinances of other jurisdictions, and the City's existing regulations. The following is a summary of two important requirements for any proposed mobile home park closure and/or change of use: (1) mitigation measures to displaced residents, and (2) general plan amendment and zoning reclassification.

1. Mitigation Measures

a. State Law:

State law imposes certain preconditions upon mobile home park owners seeking to close and/or change a park's use. Gov. Code sec. 65863.7 requires the person or entity proposing a mobile home park closure and/or change of use to file a report on the impact of the proposed action on the park residents. The report must address the availability of adequate replacement housing in other mobile home parks and relocation costs.

Sec. 65863.7 further authorizes a local legislative body, or its delegated advisory commission, to review the report and require the person or entity to take steps to mitigate any adverse impact of the closure or change of use on park residents. Any mitigation measures imposed by the local body cannot exceed the reasonable costs of relocation. Although state law does not identify specific mitigation measures or relocations costs, it authorizes a local body to require a mobile home park owner to mitigate the adverse impacts on mobile home park residents. In other words, a local body can require a mobile home park owner to address specific mitigation measures in an impact report.

b. Mitigation Measures in Other Jurisdictions:

Staff has reviewed the ordinances of other jurisdictions and identified the mitigation measures provided in closure and/or change of use regulations. The following is a summary of the mitigation measures found in the ordinances of other jurisdictions. Of note, no ordinance contains every mitigation measure identified below.

- **Fair Market or In-Place Value:** For mobile homes that cannot be relocated – either due to age of the mobile home or lack of available accommodations at a comparable mobile home park – the owner of the mobile home is entitled to the fair market value or the in-place value of her/his mobile home.
- **Relocation of Mobile Home:** The cost of disassembly, transportation, reassembly, and insurance coverage during transportation of the mobile home to a new location.
- **Personal Property:** The cost of moving personal property such as clothing and furniture.

- **In-Transit Costs:** Lodging, meals and gas during the move to a new location.
- **Tenancy Start-Up Costs:** Rent for first and last month, and the required security deposit, at the new location.
- **Rent Subsidy:** A rent subsidy is the difference between the rent paid by the resident at the existing park and any higher rent for either a space at another park if the mobile home can be relocated, or rent for comparable housing if the resident moves to other rental housing. The length of the subsidy and the eligibility standards vary by jurisdiction.
- **Special Needs:** The cost of moving assistance due to special needs and/or equipment.

City staff has created a chart comparing the mitigation measures available in the following cities and counties: Palo Alto, Sunnyvale, San Jose, Fremont, Sonoma, Capitola and the County of Santa Cruz. The mitigation measures comparison chart is Attachment I to this report.

c. Hayward's Mitigation Measures:

The City's existing regulations provide that each resident will receive the reasonable cost of relocation from the park owner pursuant to Gov. Code sec. 65863.7. To determine the reasonable cost of relocation, or mitigation measures, the City's regulations require the park owner to provide the following information:

- **Fair Market or In-Place Value:** For mobile homes that cannot be moved without incurring significant damage, the impact report must include an estimate of the in-place fair market value of the mobile home.
- **Relocation of Mobile Home:** The impact report must specify cost estimates for typical moving expenses, and any other increased cost that may have a long term economic impact on the mobile home resident.
- **Personal Property:** The impact report must specify cost estimates for typical moving expenses such as the average cost to move the mobile home resident's personal property.
- **Special Needs:** The report must also address any special economic impacts experienced by residents with children, residents who are sixty two years of age or older, and residents who are medically proven to be permanently disabled.

HMOA has expressed concern that Hayward's mitigation measures fall short of addressing the adverse economic impact on residents of a closing park. HMOA indicated that the regulations should include the availability of a rent subsidy to displaced residents. Also, HMOA stated that the City's regulations should precisely identify the categories of relocation benefits available to

residents. Conversely, owner representatives expressed that the addition of a rent subsidy would exceed the reasonable cost of relocation.

d. Comparing Hayward and Palo Alto Mitigation Measures:

Illustrated below, for ease of comparison, is a chart containing the mitigation measures required to be addressed in an impact report for Hayward and Palo Alto. A check signifies that the regulation specifically identifies the indicated relocation cost.

	HAYWARD	PALO ALTO
GENERAL COSTS OF RELOCATION		
Personal Property	✓	✓
Furniture	-	-
In-Transit Lodging	-	✓
In-Transit Meals	-	-
In-Transit Gas	-	-
First, Last Month's Rent and Security Deposit	-	✓
Rent Subsidy (S = Senior) (D = Disabled) (LI = Low Income)	-	✓ (One year for LI residents)
Moving Assistance due to Disability	✓	✓
Cost of Moving Disability-Related Equipment	-	✓
MOBILE HOMES THAT CAN BE RELOCATED		
Disassembly	-	-
Reinstallation	-	-
Transportation	-	-
Insurance Coverage During Transportation	-	-
MOBILE HOMES THAT CANNOT BE RELOCATED		
In-Place Value	✓	✓
Valuation Method	(Fair Market Value)	(Loss of Investment)

The City's existing regulations provide important mitigation measures to potentially displaced mobile home residents. However, staff agrees that both mobile home park owners and park

residents would benefit from greater precision in defining the relocation costs to be considered by the Council as part of a proposed closure and/or change of use.

2. General Plan Amendment and Zoning Reclassification

The City's nine mobile home parks are an integral component of the City's housing stock. The mobile home parks address a unique and important category of housing stock by providing an alternative to traditional affordable housing. The City has created a distinct land use designation for "Mobile Home Parks" within its General Plan. This land use designation covers all mobile home parks, and development on these sites is limited to mobile home parks.

In addition to the Mobile Home Park land use designation, all nine parks are zoned as a "Mobile Home Park District (MH)." The MH District is intended to promote and encourage a suitable living environment for the occupants of mobile homes. It is a district where mobile home parks are established as a primary use in order to limit the conversion of existing affordable housing to other uses. The MH District also contains Senior-Only mobile home park regulations which are intended to provide assurance that existing Senior-Only mobile home parks with the MH district remain exclusively available to seniors.

As a consequence of the City's Mobile Home Park land use designation and zoning district classification, any proposal for change of use from a mobile home park to another use would require, at a minimum, the approval of: (1) a General Plan Land Use Designation amendment, and (2) a zoning reclassification to a zoning district consistent with the proposed, new use. In addition, a proposed change of use would require discretionary approval from the City (meaning that the City has the authority to approve or deny the requested change of use) which could cause either a direct physical change in the environment or a reasonably foreseeable indirect change in the environment. Therefore, a proposed change of use would trigger review pursuant to the California Environmental Quality Act (CEQA).

FISCAL IMPACT

None.

PUBLIC CONTACT

Staff has met with mobile home resident stakeholders and park owner representatives to receive input on the topic:

On March 14, 2014, staff met with HMOA, including individuals involved in the development of the City's existing regulations, to hear their concerns. HMOA expressed a desire to update the existing regulations to better account for relocation costs to residents. Specifically, HMOA stated a preference for inclusion of relocation measures closely aligned with measures found in Palo Alto's regulations.

On April 4, 2014, staff met with mobile home park owner representatives to receive feedback about a possible update to the City's existing regulations. The owner representatives agreed that

relocations benefits to displaced residents should be reasonable. However, they expressed concern that the residents would use the current review as an opportunity to obtain benefits that are not reasonable or justified. Furthermore, the owner representatives stated the regulations should include owner protections, including a loss of relocation benefit eligibility for residents who default on rent during the closure and/or change of use process.

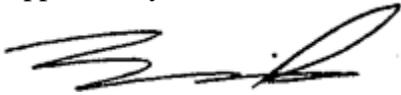
NEXT STEPS

Based upon City Council input and direction, staff can prepare amendments to the City's Mobilehome Closure and/or Change of Use regulations. The amendments could be presented on May 6, 2014 for introduction.

Prepared by: Maureen Conneely, Assistant City Attorney
Rafael Alvarado, Assistant City Attorney

Recommended by: Michael Lawson, City Attorney

Approved by:



Fran David, City Manager

Attachments:

Attachment I Mitigation Measures Comparison Chart

MITIGATION MEASURES COMPARISON CHART

MOBILE HOME PARK CLOSURE AND CHANGE OF USE REGULATIONS

	HAYWARD (Proposed)	HAYWARD (Existing)	PALO ALTO	SUNNY- VALE	SAN JOSE	FREMONT	SONOMA	CAPITOLA	SNT. CRUZ COUNTY
REASONABLE COST OF RELOCATION (GENERAL)									
Limits		-	-	(Within 35 miles)	(Within Neighbor Counties)	(Eligibility limited to MH Owners)	(Reasonable Distance)	-	-
Personal Property		✓	✓	✓	✓	-	✓	-	-
Furniture		-	-	✓	✓	-	-	-	-
In-Transit Lodging		-	✓	✓	-	-	✓	-	-
In-Transit Meals		-	-	-	-	-	✓	-	-
In-Transit Gas		-	-	-	-	-	✓	-	-
First, Last Month's Rent and Security Deposit		-	✓	✓	-	-	✓	✓ (Security Deposit Only)	-
Rent Subsidy (S = Senior) (D = Disabled) (LI = Low Income)		-	✓ (One year for LI residents)	✓ (Two years for S, D, and LI residents)	✓ (Two years)	-	✓ (One year)	✓ (One year)	-

ATTACHMENT I:

DISABLED RESIDENTS									
Moving Assistance due to Special Needs		✓	✓	-	-	-	-	-	-
Cost of Moving Special Equipment		-	✓	✓	-	-	-	-	-
MOBILEHOMES THAT CAN BE RELOCATED									
Limits		-	(Within 35 miles)	(Within 100 miles – Lowest of 3 estimates)	-	(Reasonable Distance)	-	-	-
Disassembly		-	-	✓	✓	-	✓	✓	-
Reinstallation		-	-	✓	✓	-	✓	✓	-
Transportation		-	-	✓	-	-	✓	✓	-
Insurance Coverage During Transportation		-	-	✓	-	-	-	-	-
MOBILEHOMES THAT CANNOT BE RELOCATED									
In-Place Value		✓	✓	✓	✓	✓	✓	✓	✓
Valuation Method		(Fair Market Value)	(Loss of Investment)	(100% In-Place Value)	-	(100% In-Place Value)	(Fair Market Value)	-	(Fair Market Value)

* A ✓ signifies that the regulation specifically identifies the indicated relocation cost.



**MINUTES OF CITY COUNCIL MEETING
OF THE CITY OF HAYWARD
City Council Chambers
777 B Street, Hayward, CA 94541
Tuesday, March 25, 2014, 7:00 p.m.**

The City Council meeting was called to order by Mayor Sweeney at 7:00 p.m., followed by the Pledge of Allegiance led by Council Member Peixoto.

ROLL CALL

Present: COUNCIL MEMBER Zermeño, Jones, Peixoto, Salinas, Mendall
MAYOR Sweeney
Absent: COUNCIL MEMBER Halliday

Mayor Sweeney noted that Council Member Halliday was not at the meeting because her mother, Ms. Ruth Halliday, had passed away and she was taking care of family matters.

Mayor Sweeney added that Council Member Mendall had a back condition and needed to stand up.

CLOSED SESSION ANNOUNCEMENT

City Attorney Lawson reported that the Council met in closed session with legal counsel pursuant to Government Code 54956.9 regarding pending litigation related to: City of Hayward v. Depot Road LLC – Case No. HG13692328; City of Hayward v. Baryalai Feroz, et al. – Case No. HG13692333; City of Hayward v. OQ Enterprises, Inc. – Case No. HG13692335; City of Hayward v. Ghulam Rabani, et al. – Case No. HG13692337; City of Hayward v. Jasbir Nagra, et al. – Case No. RG13696610; Chambers v. Potter, et al., Alameda County Superior Court No. HG 13692166; and met with the labor negotiators pursuant to Government Code 54957.6 regarding all groups. Mr. Lawson noted there was no reportable action.

PRESENTATION

Mayor Sweeney announced that the Hayward Police Department had earned reaccreditation by the Commission on Accreditation for Law Enforcement Agencies (CALEA), on March 22, 2014, in Garden Grove, California. Mayor Sweeney noted that Hayward was one of two CALEA-accredited city police departments in Alameda County. Police Chief Urban thanked the City Council and City staff for their support and to the Police team, under the leadership of CALEA accreditation manager Lauren Sugayan, for providing proof of compliance with CALEA standards. Mayor Sweeney noted that the City was proud of the men and women of the Hayward Police Department.

PUBLIC COMMENTS

Mr. Kim Huggett, Hayward Chamber of Commerce President, announced two events: the Contractor’s Workshop on March 26 at Marelich Mechanical, and the ‘Shop Hayward’ Business Showcase & Mixer on April 9 at the Golden Peacock Banquet Hall and Restaurant.

Mr. Charlie Peters, with Clean Air Performance Professionals, submitted documents for the record and urged support for ethanol to be made voluntary and for the improvement of smog check performance.

Mr. Jim Drake, Hayward resident, commented on the city's high rate of car theft, the increase in gang activity, and stressed the need for more police officers to patrol the streets.

CONSENT

1. Approval of Minutes of the City Council Meeting on March 4, 2014

It was moved by Council Member Zermeño, seconded by Council Member Jones, and carried with Council Member Halliday absent, to approve the minutes of the City Council Meeting on March 4, 2014.

2. Sidewalk Rehabilitation and Wheelchair Ramps FY 2014 – Districts 7 and 10: Approval of Plans and Specifications and Call for Bids

Staff report submitted by Assistant City Engineer Owusu, dated March 25, 2014, was filed.

It was moved by Council Member Zermeño, seconded by Council Member Jones, and carried with Council Member Halliday absent, to adopt the following:

Resolution 14-034, "Resolution Approving Plans and Specifications for Sidewalk Rehabilitation and Wheelchair Ramps FY 2014 – Districts 7 and 10 Project, Project Nos. 05264 and 05115, and Call for Bids"

3. Execution of Cooperation Agreement for FYs 15-17 between the City of Hayward and the County of Alameda to Participate in the Alameda County HOME Consortium

Staff report submitted by Housing Development Specialist Cortez, dated March 25, 2014, was filed.

It was moved by Council Member Zermeño, seconded by Council Member Jones, and carried with Council Member Halliday absent, to adopt the following:

Resolution 14-035, "Resolution Extending the Continued Participation of the City of Hayward in the Alameda County Home Consortium and Authorizing 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"



**MINUTES OF CITY COUNCIL MEETING
OF THE CITY OF HAYWARD
City Council Chambers
777 B Street, Hayward, CA 94541
Tuesday, March 25, 2014, 7:00 p.m.**

-
4. Resolution Stating Intent to Use Alameda County Transportation Commission's Bicycle and Pedestrian Advisory Committee (Alameda CTC BPAC) as the Local Bicycle Advisory Committee for TDA Article 3 Purposes and Appointing Ben Schweng as the City's Representative to the Alameda CTC BPAC

Staff report submitted by Senior Transportation Engineer Parikh, dated March 25, 2014, was filed.

It was moved by Council Member Zermeño, seconded by Council Member Jones, and carried with Council Member Halliday absent, to adopt the following:

Resolution 14-036, "Resolution Stating Intent to Use Alameda County Transportation Commission's Bicycle and Pedestrian Advisory Committee (Alameda CTC BPAC) as the Local Bicycle Advisory Committee for TDA Article 3 Purposes, Designating Ben Schweng of the Alameda County Transportation Commission Bicycle and Pedestrian Advisory Committee (BPAC) to Serve as the Bicycle Advisory Committee Representative for the City of Hayward and Designating the Alameda CTC BPAC As Its Review Body for TDA 3 Purposes"

5. Adoption of a Resolution Authorizing the City Manager to Execute an Agreement with Bryce Consulting, Inc. to Conduct Organizational and Classification-Related Studies

Staff report submitted by Human Resources Analyst I Halverson, dated March 25, 2014, was filed.

It was moved by Council Member Zermeño, seconded by Council Member Jones, and carried with Council Member Halliday absent, to adopt the following:

Resolution 14-037, "Resolution Authorizing the City Manager to Execute an Agreement with Bryce Consulting Inc. to Conduct Organizational and Classification-Related Studies"

LEGISLATIVE BUSINESS

6. Transmittal of the Comprehensive Annual Financial Report for the Year Ended June 30, 2013; and of the Memorandum on Internal Control and Required Communications

Staff report submitted by Director of Finance Vesely, dated March 25, 2014, was filed.

Finance Director Vesely announced the report and introduced Auditor Nguyen with Maze and Associates who provided a synopsis of the FY 2013 audit findings of the City's financial records and the Memorandum on Internal Control and Required Communications.

Discussion ensued among City Council, Maze and Associates Auditor Nguyen, and City staff.

There being no public comments Mayor Sweeney opened and closed the public hearing at 7:39 p.m.

Council Member Mendall offered a motion to accept the Comprehensive Annual Financial Report for the year ended June 30, 2013, and the Memorandum on Internal Control and Communications. Council Member Zermeño seconded the motion.

Mayor Sweeney noted that the Council commended the work done by the Finance Department.

It was moved by Council Member Mendall, seconded by Council Member Zermeño, and carried with Council Member Halliday absent, to adopt the following:

Resolution 14-038, "Resolution Accepting the Comprehensive Annual Financial Report for the Year Ended June 30, 2013; and the Memorandum of Internal Controls and Required Communications"

7. FY 2014 Mid-Year Budget Review and General Fund Ten-Year Plan Update

Staff report submitted by Finance Director Vesely, dated March 25, 2014, was filed.

Finance Director Vesely provided a synopsis of the report

There being no public comments Mayor Sweeney opened and closed the public hearing at 7:58 p.m.

Discussion ensued among Council members and City staff and there was general consensus to phase in allocation of funding for the Annual Required Contribution (ARC) toward the City's Retiree Medical Other Post-Employment Benefits (OPEB) liability. The Council acknowledged that healthcare and CalPERS benefit expenses continued to increase more rapidly than revenue projections, according to the General Fund Ten-Year Plan.

Council Member Jones offered a motion to approve the amendments to the City of Hayward Operating and Capital Improvement Budgets for Fiscal Year 2014. Council Members Peixoto and Mendall seconded the motion.

Council Member Zermeño stated he would support the motion, but he was concerned about increasing the OPEB liability contribution when the City had not settled contract negotiations with the three employee groups.



**MINUTES OF CITY COUNCIL MEETING
OF THE CITY OF HAYWARD
City Council Chambers
777 B Street, Hayward, CA 94541
Tuesday, March 25, 2014, 7:00 p.m.**

It was moved by Council Member Jones, seconded by Council Members Peixoto and Mendall, and carried with Council Member Halliday absent, to adopt the following:

Resolution 14-039, “Resolution Amending Resolution 13-104, as Amended, the Budget Resolution for the City of Hayward Operating Budget for Fiscal Year 2014, Relating to an of Appropriation of Funds”

COUNCIL REPORTS, REFERRALS, AND FUTURE AGENDA ITEMS

Council Member Zermeño noted there will be a day of service in honor of César E. Chávez’ birthday on March 29, 2014, sponsored by La Alianza de Hayward, where Hayward schools will help clean up around their schools and gather afterwards at the library for a celebration.

Council Member Mendall noted the Council Sustainability Committee will have a special meeting on May 7, 2014, regarding Community Choice Aggregation (CCA) and the possible formation of a CCA. Mr. Mendall noted a CCA could potentially benefit Hayward residents with energy savings.

Council Member Salinas noted that California State University East Bay students were celebrating spring break.

ADJOURNMENT

Mayor Sweeney adjourned the meeting at 8:25 p.m.

APPROVED:

Michael Sweeney
Mayor, City of Hayward

ATTEST:

Miriam Lens
City Clerk, City of Hayward

DATE: April 15, 2014

TO: Mayor and City Council

FROM: Director of Public Works – Engineering & Transportation

SUBJECT: Airport Pavement Rehabilitation FY15 – Airport Terminal Building Access Road: Approval of Plans and Specifications and Call for Bids

RECOMMENDATION

That Council adopts the attached resolution approving the plans and specifications for the Airport Pavement Rehabilitation FY15 - Airport Terminal Building Access Road project and calling for bids to be received on May 13, 2014.

BACKGROUND

On June 18, 2013, Council awarded a contract to SW Allen Construction, Inc., for the construction of the new Hayward Executive Airport Administration Building Project. This construction work is expected to be completed by the end of June 2014. The street pavement leading to the new building is in poor condition and not slated for improvement as part of the new Airport Administration Building project. Heavy equipment used for the building construction has further exacerbated the problem.

Due to the urgent nature of this item, the Airport Terminal Building access road has been selected as the next project under the Airport’s annual pavement rehabilitation program. This ongoing program provides for the repair and general maintenance of the City’s investment in the pavement infrastructure at the Airport.

DISCUSSION

The Airport Pavement Rehabilitation FY15 Project will improve the access road to the new Administration Building from Skywest Drive to the front of the building. Please refer to Attachment II for the limits of this work. The work consists of localized pavement section repairs, and the application of a two-inch asphalt concrete overlay on the full width of the existing pavement from Skywest to the administration building frontage. This project will also be used to mitigate an existing ponding problem in front of the old Airport tower building by correcting the street pavement profile to direct runoff to existing inlets. The project will begin after completion of the building construction.

This project is categorically exempt from environmental review under section 15301 (c) of the California Environmental Quality Act Guidelines for the operation, repair, maintenance, or minor alteration of existing facilities.

FISCAL IMPACT

The estimated project costs are as follows:

Contract Construction	\$232,500
Design and Administration	30,000
Construction Inspection and Testing	30,000
Striping By City Crew	7,500
Total	<u>\$300,000</u>

The Adopted FY 2014 Capital Improvement Program includes \$300,000 for the Airport Pavement Rehabilitation FY15 project in the Airport Capital Fund.

PUBLIC CONTACT

Because of the temporary inconvenience that is expected to be caused by the pavement rehabilitation work, immediately after the construction contract is awarded, a preliminary notice explaining the project will be distributed to the businesses adjacent to the new Airport Administration Building. After the construction work has been scheduled, businesses will be notified at least seventy-two hours prior to commencement of work.

COMPLETE STREETS

The project will provide handicap access to the Airport Administration Building through the installation of new concrete sidewalk and handicap ramps, and will also provide a bicycle rack in front of the building; such measures are consistent with the City's recently adopted Complete Streets Policy, where consideration is to be given to all users of the street, in addition to vehicular traffic.

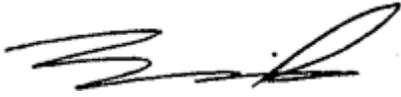
SCHEDULE

Open Bids	May 13, 2014
Award Contract	June 10, 2014
Begin Work	July 7, 2014
Complete Work	August 11, 2014

Prepared by: Yaw Owusu, Assistant City Engineer

Recommended by: Morad Fakhrai, Director of Public Works – Engineering & Transportation

Approved by:



Fran David, City Manager

Attachments:

Attachment I: Resolution

Attachment II: Location Map

HAYWARD CITY COUNCIL

RESOLUTION NO. 14-_____

Introduced by Council Member _____

RESOLUTION APPROVING PLANS AND SPECIFICATIONS FOR THE AIRPORT PAVEMENT REHABILITATION FY15 – AIRPORT TERMINAL BUILDING ACCESS ROAD PROJECT, PROJECT NO. 06821, AND CALL FOR BIDS

BE IT RESOLVED by the City Council of the City of Hayward as follows:

WHEREAS, those certain plans and specifications for the Airport Pavement Rehabilitation FY15 - Airport Terminal Building Access Road Project, Project No. 06821, on file in the office of the City Clerk, are hereby adopted as the plans and specifications for the project; and

WHEREAS, the City Clerk is hereby directed to cause a notice calling for bids for the required work and material to be made in the form and manner provided by law; and

WHEREAS, sealed bids therefor will be received by the City Clerk’s office at City Hall, 777 B Street, 4th Floor, Hayward, California 94541, up to the hour of 2:00 p.m. on Tuesday, May 13, 2014, and immediately thereafter publicly opened and declared by the City Clerk in the Public Works Conference Room, 4D, located on the 4th Floor of City Hall, Hayward, California.

NOW, THEREFORE, BE IT RESOLVED, that the City Council will consider a report on the bids at a regular meeting following the aforesaid opening and declaration of same.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the project is categorically exempt under section 15301(c) of the California Environmental Quality Act Guidelines for the operation, repair, maintenance, or minor alteration of existing facilities.

IN COUNCIL, HAYWARD, CALIFORNIA _____, 2014

ADOPTED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS:
MAYOR:

NOES: COUNCIL MEMBERS:

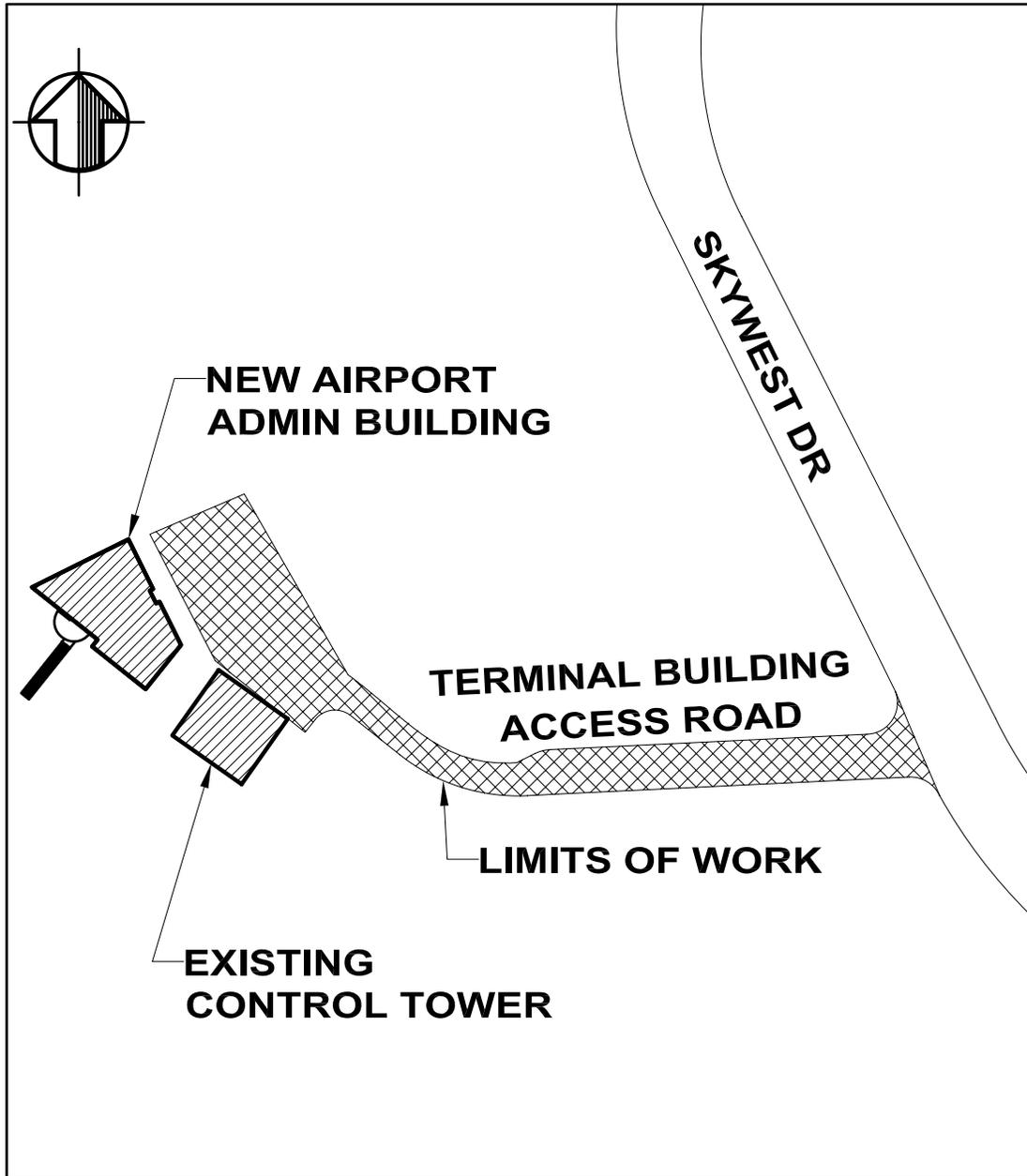
ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST: _____
City Clerk of the City of Hayward

APPROVED AS TO FORM:

City Attorney of the City of Hayward



LOCATION MAP
AIRPORT PAVEMENT REHABILITATION FY15 -
TERMINAL BUILDING ACCESS ROAD
PROJECT NO. 06821

DATE: April 15, 2014
TO: Mayor and City Council
FROM: Director of Library & Community Services
SUBJECT: Approval of FY 2014-15 Measure B Annual Paratransit Program Plan

RECOMMENDATION

That the Council:

- 1) Adopts the attached resolution authorizing the FY 2015 Measure B Annual Paratransit Program Plan, including the transition of the Central County Same Day Transportation Program (Taxi Program) administration to City of Hayward effective August 1, 2014;
- 2) Authorizes the City Manager to amend service contracts and purchase orders necessary to administer Taxi Program services;
- 3) Authorizes the City Manager to sign a Memorandum of Understanding with the City of San Leandro to jointly deliver Taxi Program services as prescribed by the Alameda County Transportation Commission; and
- 4) Authorizes the City Manager to execute service agreements with: MV Transportation Inc.; Alzheimer's Services of the East Bay (ASEB); Community Resources for Independent Living (CRIL); and Services Opportunities for Seniors (SOS) Meals on Wheels, for the continued provision of Paratransit services in FY 2015.

BACKGROUND

The City of Hayward's Paratransit service is provided to eligible enrolled riders and their attendants who live in Hayward, the unincorporated areas of Castro Valley, San Lorenzo, Ashland, and Cherryland. Service is provided to those in the process of acquiring East Bay Paratransit (EBP) ADA Paratransit Service certification or who are unable to access the ADA-mandated service. Riders qualify for service as a senior resident over seventy years of age or due to medical or disabling conditions (as verified by a physician).

The Central County Same Day Transportation Program (CCSDTP) was implemented as a pilot program in the cities of Hayward and San Leandro in late 2012. The Memorandum of

Understanding authorizing the program between the Alameda County Transportation Commission (ACTC), the City of Hayward, and the City of San Leandro was executed per the Memorandum of Understanding between City of Hayward and ACTC dated October 27, 2012 and effective through July 31, 2014. Per the original MOU, the Pilot Program for Taxi Service would be administered by ACTC for the initial two years of the pilot period, and then would transition to City of Hayward control should the pilot prove successful enough to continue.

The pilot program has been extremely successful, consistently surpassing projected ridership goals and demonstrating future sustainability. ACTC proved an amendment to the MOU effective August 1, 2014 authorizing the transfer of program administration to City of Hayward control. The transition of administration to Hayward in August 2014 will transfer the following functions:

- 1) Determination of same day policies and procedures to include an update to the taxi service rider's guide;
- 2) The procurement of all vendor services including the direct service taxi provider, the transfer of the existing 800# phone line, and the printing of all program materials including taxi vouchers;
- 3) The collection and analysis of all data related to taxi including voucher distribution/collection, driver log analysis, and complaints, and;
- 4) Scheduled reporting of program outcomes as mandated through Measure B.

The Hayward Paratransit Program uses subcontractors to carry out the services in its Program Plan. All contracts are subject to Measure B pass-through funding availability. MV Transportation and Alzheimer's Services of the East Bay (ASEB) provide the door-to-door service with lift equipped vehicles utilizing efficient dispatch, route monitoring and trip consolidation. Community Resources for Independent Living (CRIL) provides travel training workshops on various modes of Bay Area transportation (including BART and AC Transit) to individuals and senior/disabled serving organizations. Service Opportunities for Seniors (SOS) Meals on Wheels provides homebound seniors with nutritious meals delivered by volunteer drivers. A breakdown of these programs is available in Exhibit II.

DISCUSSION

ACTC requires the City to submit an Annual Program Plan (Paratransit Plan) for its approval, and includes the one-time authorization to transfer Central County Same Day Transportation Program administration to local control. Hayward City Council approval will authorize the City Manager to solicit and execute all necessary agreements to provide paratransit service, including the administration of the taxi program. A complete copy of the Paratransit Plan is attached and available upon request by contacting the Community Services Division.

The City's Paratransit Program is intended to meet the most vital transportation needs of vulnerable Hayward residents whom are seniors (seventy +) or people with disabilities at least eighteen years of age and unable to drive or use public transportation due to frailty or medically disabling conditions. Hayward paratransit services complement and supplement the Alameda County-wide mandated ADA Paratransit Service, East Bay Paratransit Service (EBP). The program provides full accessibility for residents who face transportation challenges that affect activities of daily living. Hayward Paratransit is underwritten entirely through Measure B sales tax dollars and offers local

resident's safe, affordable, accessible transportation to medical care, congregate meals sites, senior centers, and cultural events to prevent isolation and improve quality of life.

ACTC will continue administering the portion of Alameda County Measure-B sales tax revenues as a fund pass through for the local provision of the Hayward Paratransit Program, as shown in the attached Paratransit Annual Plan. Utilizing a census-based formula, ACTC projects Hayward will receive \$723,874 in FY 2015 to continue to operate the subsidized individual and group door-to-door, same day, and specialized transportation services.

The addition of the Taxi Program enabled 2,000 Hayward and San Leandro-based paratransit program registrants (elderly or disabled people) to call for taxi service twenty-four hours a day, seven days a week during FY 2014. These trips fulfill essential same-day needs and provide a flexible and valuable supplement to scheduled/shared ride paratransit service.

In alignment with City Council Priorities, the Paratransit Program will engage the local community, and promote citizen participation and public safety through coordinated programs and services for seniors and people with disabilities. In addition to the operation of day-to-day activities, the Hayward Paratransit Program will promote service coordination through partnerships with public transportation systems, non-profit agencies, and senior/disabled serving organizations to enhance riders' quality of life and wellness. Additionally, the City's Housing Rehabilitation Program will continue to work in tandem with the paratransit program to assist eligible Hayward homeowners with mobility modifications to help them remain independent and safe in their homes.

Particular focus will be directed this program year to the planned transition of health services from Kaiser Hayward Hospital and medical facility sites to the new Kaiser San Leandro Hospital site. A task force has convened to address possible service impacts to Hayward paratransit eligible residents who will now have to travel to San Leandro for appointments.

ECONOMIC IMPACT

The Hayward Paratransit Program will be supported 100% by Alameda County Measure B funds. Eligible enrolled riders and their attendants (attendants ride free of charge) are offered three options for service in the Hayward, Castro Valley, San Lorenzo, and unincorporated areas. Through East Bay Paratransit (county wide service) and MV Transportation (city-based service), riders will pay \$4.00 fare each way for rides, up to twelve miles in length, for scheduled, door-to-door service. The fare for rides that are thirteen to twenty miles in length will be \$6.00 each way for riders. Central County Same Day provides vouchers for service throughout the Hayward and San Leandro service areas. Vouchers subsidize up to \$14 in metered fare (\$3 at flag drop). Upon enrollment subject to funding availability, riders receive twenty-four vouchers at no costs; subsequent vouchers are available for purchase at \$3.50 each with a minimum order of ten and maximum of thirty per month.

FISCAL IMPACT

Approval of the plan would have no impact on the City's General Fund; the Hayward Paratransit Program is underwritten by Measure B sales tax dollars as local program distribution (pass-through)

funds. Hayward's FY 2014-15 Paratransit Program budget is formula-based and administered by ACTC, reflecting projected sales tax revenues anticipated by the County in FY 2014. The total allocation for the FY15 Paratransit budget is \$775,974. This consists of the projected \$723,874 from sales tax and the \$52,100 ACTC Gap Grant accepted by Council on May 15, 2013. This grant addresses expenses for the San Leandro Taxi administration from August 1, 2014 to July 30, 2015.

During FY 2014, staff will closely monitor Measure B sales tax revenues. Should sales tax revenues fall short of projections, the City's allocation could be reduced significantly. The City's agreements with subcontractors contain provisions to enable the City to reduce the contractual amounts subject to available funding. This would result in reductions in service levels.

PUBLIC CONTACT

In addition to presenting the FY 2014 Paratransit Program Plan to ACTC's Paratransit Advisory and Planning Committee (PAPCO) on Thursday, April 10 2014, presentations about the Hayward Paratransit Program Plan were made before the Paratransit Advisory Committee (PAC), a voluntary body representing paratransit riders, senior serving non-profit agencies, disability advocates, and others. These presentations provided an opportunity for Committee members, as well as members of the public, to provide input to City staff about the program.

The program is in the final development stages of a brand strategy to deliver a cohesive and easily recognizable paratransit identity across all five component models. Branding distribution channels, to include signage on all Hayward paratransit vehicles, play a key role in the 2013-14 brand strategy to communicate visually and materially to eligible and potentially eligible riders. Consistent, strategic branding leads to a strong brand equity, which means added value to Hayward and Hayward paratransit riders.

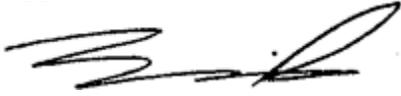
NEXT STEPS

Pursuant to City Council's approval of the Paratransit Plan and attached resolution, staff will meet with representatives from each contracting agency to facilitate contract execution so that there will be a continuation of delivery of Paratransit services. In anticipation of the transfer of administrative duties related to the Taxi Program, staff will develop a Request for Proposals for release, soliciting the provision of same day transportation services to senior and disabled residents via a contracted vendor in order to ensure the smooth transition of service delivery in August 2014.

Prepared by: Dana Bailey, Senior Property Rehabilitation Specialist

Recommended by: Sean Reinhart, Director of Library and Community Services

Approved by:



Fran David, City Manager

Attachments:

Attachment I	Resolution
Attachment II	FY 2014-15 Hayward Paratransit Program Plan – Executive Summary
Attachment III	Memorandum of Understanding (MOUA11- 0092)

HAYWARD CITY COUNCIL

RESOLUTION NO. 14-

Introduced by Council Member _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO IMPLEMENT AN ANNUAL PARATRANSIT PLAN AND NEGOTIATE AND EXECUTE ALL DOCUMENTS RELATED TO AND IN SUPPORT OF PARATRANSIT ACTIVITIES INCLUDING THE ADMINISTRATION OF THE CENTRAL COUNTY SAME DAY TRANSPORTATION PROGRAM.

WHEREAS, voters approved the 20-year Measure B half-cent transportation sales tax on November 7, 2002 and the funding agreement of the measure between the Alameda County Transportation Commission and the City of Hayward;

NOW, THEREFORE BE IT RESOLVED that the Hayward City Council authorizes and directs the City Manager on behalf of the City of Hayward to implement an Annual Paratransit Plan submitted to the Alameda County Transportation Commission in according with the terms of the City’s five-year contract with the Alameda County Transportation Commission (ACTC) for Measure B paratransit funds;

BE IT FURTHER RESOLVED that the City Manager shall have the authority to negotiate and execute new one-year contracts with Alzheimer’s Services of the East Bay (ASEB), Community Resources for Independent Living (CRIL), MV Transportation, Inc., and Service Opportunities for Seniors (SOS);

BE IT FURTHER RESOLVED that the Hayward City Council authorizes and directs the City Manager on behalf of the City of Hayward to approve the transition of Central County Same Day Transportation Program administration from ACTC to local control effective August 1, 2014, amend current service contracts, execute purchase orders as necessary to deliver the service to Central Alameda County participants and enter into a memorandum of understanding with the City of San Leandro for joint delivery of Taxi Program services as prescribed by ACTC. .

IN COUNCIL, HAYWARD, CALIFORNIA _____, 2014

ADOPTED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS:
MAYOR:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST: _____
City Clerk of the City of Hayward

APPROVED AS TO FORM:

City Attorney of the City of Hayward

HAYWARD PARATRANSIT PROGRAM PLAN
FISCAL YEAR 2014-15
EXECUTIVE SUMMARY

SUMMARY OF COMPONENTS OF THE HAYWARD PARATRANSIT PROGRAM PLAN

The City's "Base" Paratransit Program consists of five paratransit service components, each of which are carried out through different service provider contracts. These include:

BASE PROGRAM SERVICE COMPONENT A:

INDIVIDUAL AND GROUP DOOR-TO-DOOR PARATRANSIT SERVICES:

The primary service component of the Hayward Paratransit Program is currently provided under contract with MV Transportation, Inc. (MV Transportation). MV Transportation provides both individual and group door-to-door paratransit services.

- Subsidized accessible transportation for individual passengers includes those who require an attendant to travel; attendants are allowed to ride along at no additional cost to the passenger. Lift-equipped vans are utilized to provide this service. Enrolled program participants are issued vouchers for door-to-door service (at no charge); vouchers are issued when a program participant must rely on the City's program for regular and frequent medical appointments (i.e., to radiation, dialysis, physical therapy, etc.) that cannot be accommodated routinely by East Bay Paratransit (EBP) the county non-ADA mandated service.
- This service is provided from 8:00am to 6:00pm Monday through Saturday. Pre-scheduled trip reservations are required, from one week to twenty-four hours in advance.
- Individual passengers are charged one program voucher plus \$4.00 for each one-way trip up to 12 miles in length. An additional voucher and an additional \$4.00 are charged for each trip of 13 - 20 miles. Passengers are also charged for all bridge tolls and parking fees incurred during a trip. Passenger fares are the same for ambulatory and non-ambulatory passengers, regardless of the time of day that the trip is provided. During FY 2012-13 approximately 7,222 trips were provided.
- Group trips are also offered through the contract with MV Transportation. Lift - equipped vans provide this service. Residents of over 30 Skilled Nursing Facilities, seven affordable senior housing complexes, seven affordable complexes for people who have disabilities, four mobile home parks for seniors, and numerous neighborhood groups benefit from this service. Facilities are offered the opportunity to schedule "standing order" group trips on the same day each week or month for ease in planning and to meet additional transportation needs. Group trips usually take place between 8:00am and 6:00pm, Monday through Saturday; however, during the holiday season evening trips are provided so that passengers can view seasonally decorated homes and businesses. Trips to other special events and destinations may be accommodated outside of regular service hours and established service areas as capacity allows. During FY

2012-13, 231 group trips were provided. It is anticipated that 260 group trips will be provided in FY 2013-14.

The City's Base Paratransit program also provides four additional specialized paratransit services to cover local needs of paratransit program participants not addressed under the contract with MV Transportation. These specialized services are provided through three separate paratransit contracts.

**BASE PROGRAM SERVICE COMPONENT B:
CENTRAL COUNTY SAME DAY TRANSPORTATION SERVICE**

Central County Same Day Transportation Service (taxi) was launched by ACTC as a companion pilot program to the South County Same Day Transportation Service provided by Fremont. The service contract with St. Mini Cab Taxi, a Hayward-based company, is currently administered by ACTC, but will be managed directly by Hayward paratransit in 2014. Taxi is a subsidized, accessible, curb-to-curb service available 24 hours a day, 7 days a week via contracted taxi drivers to the Hayward service area. Taxi allows eligible enrolled riders to use taxi at a reduced fare by providing vouchers which can be used to cover a portion (up to \$14) of the fare. The program is intended for situations when riders cannot make their trip on a pre-scheduled basis through the primary service (MV Transportation). It is meant to be a "premium" safety net service, not a routine service to be used on a daily basis. Upon verification of eligibility and enrollment, riders are issued 24 vouchers at no charge; subsequent vouchers are available for purchase in increments of ten for \$3.50 each.

**BASE PROGRAM SERVICE COMPONENT C:
ALZHEIMER'S SERVICES OF THE EAST BAY (ASEB)**

The City contracts with Alzheimer's Services of the East Bay (ASEB) to provide transportation services to and from its Hayward adult day care program; a non-residential program that serves adults with dementia. It is necessary for ASEB to operate its own transportation service because ASEB paratransit drivers act as part of the multidisciplinary team of professionals employed by ASEB. Drivers participate in care-plan meetings for the agency's program participants, and are an important liaison between the participant's home and the program environment. Drivers receive special training to work with this population, and are able to provide a consistent routine that is very important for the stabilization of those who are served. This consistency is impossible to provide through other traditional paratransit services. Drivers also work with other ASEB professionals to address behavioral and/or familial issues that they become aware of during the course of providing transportation services. In FY 2012 -13, 6,164 one-way trips were provided, and a total of 34,012 miles were traveled. Program participants do not pay for this service.

**BASE PROGRAM SERVICE COMPONENT D:
MEALS ON WHEELS**

The City contracts with Service Opportunities for Seniors, Inc. (SOS) to provide a "Meals on Wheels" delivery service. Under this contract, the City subsidizes 90% of the contractor's transportation costs of delivering hot, nutritious meals to older adults who are (unable due to a medical or disabling condition) to prepare their own meals or leave their homes to attend congregate

meal sites, food pantries, or grocery stores. Those served must meet all the other Hayward Paratransit Program eligibility requirements. While meals are delivered five days per week, two additional meals, one frozen meal to be microwaved, and a sack lunch to be eaten cold are provided to accommodate weekend needs. In addition to providing nutritious meals, the daily check-in by a familiar driver alleviates loneliness and offers reassurance to participants and their families. In FY 2012-13, 1,461 clients were served a total of 36,315 meals. It is anticipated that service will increase in FY 2013-14.

BASE COMPONENT SERVICE E:

“HAYWARD ON THE GO” TRAVEL TRAINER

Mobility management workshops and classes through the Community Resources for Independent Living (CRIL) dedicated Travel Trainer is a new component to the Hayward paratransit program. Through “Hayward on the Go”, CRIL’s extremely knowledgeable trainer incorporates para- and public transportation transit travel training skills and practice for seniors and residents with disabilities. She provides information, resources, and hands-on experience in order to increase knowledge, ability and confidence when accessing the many transit options available here in Alameda County, effectively improving levels of independence and community interaction. Specifically, the travel trainer provides monthly on site workshops that teach how to obtain a paratransit user discount card, how to enroll with paratransit, and how to use 511 for route planning, and safety tips. Trainings in Spanish are also available. All services are free of charge to the participants, including requisite AC bus and BART tickets for group and individual excursions. The travel trainer conducts ongoing outreach and presentations to residents, local senior and disabled housing complexes, senior/community centers, mobile home parks and agencies that serve developmentally delayed adults.

ANTICIPATED PARATRANSIT SERVICE COMPONENTS:

The Alameda County Transportation Commission (ACTC) currently administers the Central County Same Day Transportation Program (taxi) however administrative duties for this program will transition to the Hayward Paratransit Program August 1, 2014. ACTC agreed to administer the program as a pilot project for the initial two years, and transfer all duties to local control with the FY 14-15 program year. The taxi program has proven very successful, exceeding projected goals by 8% each month of operation. Consistent with the Memorandum of Understanding (MOUA11-0092), ACTC provides \$173,256 in Measure B pass through transportation funds to underwrite the program. This request will authorize the City Manager to amend current service contracts and execute purchase orders as necessary to deliver the same day transportation service to Central Alameda County participants.

Kaiser Hospital Hayward is expected to transition the majority of its medical services to the new Kaiser Hospital San Leandro site in July 2014. Paratransit eligible riders currently provided medical services in Hayward will have to modify their travel, potentially adding 30 to 90 minutes of travel time via public transportation and involve numerous transportation mode transfers as they cross jurisdictions. A task force to determine the potential impact of the move on paratransit eligible riders is reviewing travel alternatives, including the addition of shuttle service specifically for Kaiser visits.

The program is in the final development stages of a brand strategy to deliver a cohesive and easily recognizable brand message across all five component models. Branding distribution channels, to include signage on all Hayward paratransit vehicles, play a key role in the 2013-14 brand strategy to communicate visually and materially to eligible and potentially eligible riders. Consistent, strategic branding leads to a strong brand equity, which means added value to Hayward and Hayward paratransit riders.

Add to KFF: Data generation
- google map to document
wheelchair ride
in non-metered

AGREEMENT BETWEEN THE ALAMEDA COUNTY TRANSPORTATION COMMISSION

AND

ST. MINI CAB CORPORATION

This AGREEMENT is made and entered into by and between the **ALAMEDA COUNTY TRANSPORTATION COMMISSION**, a joint powers agency ("ALAMEDA CTC") and **ST. MINI CAB CORPORATION**, a California corporation with a place of business at 22990 Clawiter Road, Hayward, California 94545 ("CONSULTANT").

Date of Agreement: August 1, 2012

Date of Commission Approval: July 26, 2012

Services to be Performed pursuant to Article I, Section A, Paragraph 1 and Appendix A: Same day transportation services for seniors and disabled in Central Alameda County.

Term of Agreement, pursuant to Article I, Section A, Paragraph 2: August 1, 2012 through July 31, 2013, with the option to renew for one additional year from August 1, 2013 through July 31, 2014.

Compensation: The aggregate amount shall not exceed the amount listed here, pursuant to Article I, Section A, Paragraph 3: \$134,400; compensation for Year 1 (August 1, 2012 through July 31, 2013) shall be limited to \$67,200 and compensation for Year 2 (August 1, 2013 through July 31, 2014), if Alameda CTC exercises its option to renew this AGREEMENT, shall be limited to \$67,200.

Basis of Compensation shall be made by the following method(s), as provided in more detail in Appendix D:

- Time and Materials (Specific Rate of Compensation)
- Lump Sum by Task
- Retainer
- Other

ALAMEDA CTC and CONSULTANT Representatives and Notices: Representatives listed hereunder maintain authority to represent and administer all matters relative to this AGREEMENT, or to a delegated representative for specific matters. All notices hereunder and communications regarding interpretation of the terms of the AGREEMENT or changes thereto shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONSULTANT:
Pardeep Goswami, President
St. Mini Cab Corporation
22990 Clawiter Road
Hayward, CA 94545
Phone: (510) 581-4321

ALAMEDA CTC:
Arthur L. Dao, Executive Director
Alameda County Transportation Commission
1333 Broadway, Suite 220
Oakland, CA 94612
Phone: (510) 208-7400
Fax: (510) 836-2185

CONSULTANT Key Representative Performing Services, Pursuant to Article I, Section A, Paragraph 5:
Pardeep Goswami

Insurance: The following insurance coverage is required for this AGREEMENT as further described in and pursuant to Article I, Section E:

- Commercial or Comprehensive General Liability Professional Liability – \$1,000,000 with Bodily Injury: \$1,000,000 \$50,000 as a deductible
Property Damage: \$1,000,000
- Automobile Liability Workers' Compensation – As required by law
Per person: \$1,000,000
Per occurrence (property damage): \$1,000,000
- Umbrella Insurance – \$1,000,000

Local Business Contract Equity Program Goals:

- If checked, Article I, Section G applies hereto. 70 % LBE and 30 % SLBE VSLBE Exempt

Disadvantaged Business Enterprise ("DBE") Goal and other federal matters:

- If checked, Article I, Section H applies hereto. ___ % UDBE

Appendices, Schedules and Signatures: This AGREEMENT, including the Standard Form Agreement and all Appendices, constitutes the entire AGREEMENT between the parties hereto relating to the PROJECT and supersedes any previous agreement or understanding with respect to the PROJECT, and may only be changed by a written amendment executed by both parties. The following Appendices are hereby made a part of the AGREEMENT and by this reference incorporated herein:

- Appendix A:** Detailed Scope of Services
- Appendix B:** Consultant and Subconsultant Firms Key Project Personnel
- Appendix C:** Business Participation Certification
- Appendix D:** Project Cost Basis
- Appendix E:** Performance Measures
- Appendix F:** Consultant Payment Request and Progress Report Forms

Changes to Standard Form Agreement: Notwithstanding anything to the contrary in the Standard Form Agreement, the following shall apply to this AGREEMENT:

Article I, Section A, paragraph 2 (Page 6) is hereby deleted and replaced in its entirety with the following:

2. Term. As stated on page one hereof, the initial term of this AGREEMENT shall be one (1) year in length, with ALAMEDA CTC reserving the right to extend the term for an additional year, unless: (a) extended in writing by mutual agreement between the parties or (b) terminated earlier pursuant to **Article I, Section C**. ALAMEDA CTC shall notify CONSULTANT at least thirty (30) days prior to the end of the initial term if ALAMEDA CTC intends to exercise its right to extend the term for an additional year pursuant to this paragraph 2.

Article I, Section E, paragraph 6 (Page 12) is hereby deleted and replaced in its entirety with the following:

6. **Proof of Insurance.** Insurance certificates and policy endorsements and coverages evidencing the policies described in this Article I, Section E are to be furnished to ALAMEDA CTC provided prior to CONSULTANT providing any services of any kind under this AGREEMENT, and thereafter not less than thirty (30) days prior to any expiration or renewal date of any coverage required hereunder, and shall provide for not less than thirty (30) days prior written notice to ALAMEDA CTC of any cancellation.

IN WITNESS WHEREOF, ALAMEDA CTC and CONSULTANT have entered into this AGREEMENT on the day and year first above written.

CONSULTANT:

ST. MINI CAB CORPORATION

By: Pardeep Goswami 10-10-12
Pardeep Goswami Date
President

94-3170551
Consultant's Federal Tax ID No.

ALAMEDA CTC:

ALAMEDA COUNTY TRANSPORTATION COMMISSION

By: Arthur L. Dao 10/30/12
Arthur L. Dao Date
Executive Director

Recommended:

By: Stewart D. Ng
Stewart D. Ng Date
Deputy Director of Programming and Projects

Reviewed as to Budget/Financial Controls:

By: Patricia Reavey 10/16/12
Patricia Reavey Date
Director of Finance

Approved as to Legal Form:

By: Wendel Rosen, Black & Dean LLP 10/5/12
Wendel, Rosen, Black & Dean LLP Date
ALAMEDA CTC Counsel

STANDARD FORM AGREEMENT**AGREEMENT 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 the Alameda County Transportation Authority ("ACTA") the responsibility for the administration of the proceeds of the tax along with other funds. Although the 1986 tax expired in 2002, several capital projects will not be completed until 2013 or later (the "Transition Period").

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 the Alameda County Transportation Improvement Authority ("ACTIA") responsibility for the administration of the proceeds of the tax along with other funds.

C. 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, by actions of the ACTIA Board and the Board of the Alameda County Congestion Management Agency ("ACCMA"), ACTIA and ACCMA took the final actions to create the ALAMEDA CTC, a joint powers authority, with all of ACTIA and ACCMA's functions and responsibilities. Pursuant to resolutions adopted by the ACCMA and ACTIA Boards and the Alameda CTC Commission, 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.

D. Pursuant to a joint powers agreement originally entered into by ACCMA, ACTIA and the Santa Clara Valley Transportation Authority and dated February 23, 2006, such entities created the SUNOL JPA to own and operate Express Lanes on the I-680 Sunol Grade within Alameda and Santa Clara Counties.

E. ALAMEDA CTC requires the services of a qualified professional to provide services necessary for the implementation of the ACTIA, ACTA, ACCMA and/or SUNOL JPA program or project identified on the cover page of this AGREEMENT.

F. CONSULTANT represents that it possesses the professional qualifications and expertise to provide such services.

G. ALAMEDA CTC wishes to engage CONSULTANT to perform those certain professional services and CONSULTANT desires to perform such professional services.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

AGREEMENT PROVISIONS

ALAMEDA CTC hereby contracts with CONSULTANT and CONSULTANT hereby accepts such contract to perform the services upon the terms and subject to the conditions and in consideration of

the payments set forth in this AGREEMENT. CONSULTANT promises, covenants and agrees to diligently pursue the work to completion in accordance with the schedule and under the terms and conditions set forth herein.

It is further understood and agreed that any subcontract entered into by CONSULTANT as a result of this AGREEMENT shall contain all of the relevant provisions and conditions of this AGREEMENT.

ARTICLE I – GENERAL PROVISIONS

A. GENERAL

1. Scope of Services. The Scope of Services to be performed by CONSULTANT is described in **Appendix A**. Except as may be specified elsewhere in the AGREEMENT, CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the work described in **Appendix A**.

2. Term. The term of this AGREEMENT shall be as stated on page one hereof, unless: (a) extended in writing by mutual agreement between the parties or (b) terminated earlier pursuant to **Article I, Section C**, below.

3. Compensation.

(a) Aggregate Amount. The aggregate total of payments for work performed under this AGREEMENT shall not exceed the amount shown on page one of this AGREEMENT, nor will CONSULTANT be obligated to perform additional services beyond the scope of this AGREEMENT or incur costs which would cause this amount to be exceeded, unless and until the AGREEMENT has been formally amended in writing. CONSULTANT acknowledges that some or all of the compensation hereunder may be paid by or on behalf of ALAMEDA CTC, ACTA, ACTIA, ACCMA or the SUNOL JPA.

(b) Basis of Compensation. Compensation to the CONSULTANT pursuant to this AGREEMENT will be based on the method listed on page one of this AGREEMENT, as set forth in **Appendix D**, subject to the terms defined in **Article I, Section A, paragraph 3(c)**. If compensation is based on Time and Materials, ALAMEDA CTC shall pay the CONSULTANT the amount of the CONSULTANT's Fixed Hourly Rates shown in **Appendix D**, or where rates are not shown, the applicable Salary Cost Factor shall be used, plus Direct Expenses, plus Subconsultant fees and/or other outside services and facilities procured by the CONSULTANT, plus applicable sales or similar taxes. Compensation for expenses related to travel outside the San Francisco Bay Area must be approved, in advance, by ALAMEDA CTC.

(c) Definitions. The following definitions shall govern the calculation of the CONSULTANT's compensation hereunder:

(i) "Fixed Hourly Rates" mean the hourly rates which have been negotiated for most personnel working for the CONSULTANT and its Subconsultants who will perform services under this AGREEMENT. Such rates include full compensation associated with such staff, including Direct Salaries, Salary Costs, General Overhead and Salary Cost Factor. Fixed Hourly Rates are calculated by multiplying the Direct Salaries by the Salary Cost Factor. Except as otherwise shown in **Appendix D**, Fixed Hourly Rates shall remain constant during the term of this AGREEMENT.

(ii) "Direct Salaries" mean the amount of wages or salaries paid to the CONSULTANT's and Subconsultant's employees for work directly performed in this AGREEMENT, exclusive of all payroll-related taxes, payments, premiums, and benefits, calculated on an hourly basis.

(iii) "Salary Costs" mean the amount of wages or salaries paid to the CONSULTANT's and Subconsultant's respective employees for work directly performed on this AGREEMENT, plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payments, premiums, and benefits.

(iv) "General Overhead" is a percentage of Direct Salaries paid to the CONSULTANT's and Subconsultant's respective employees on all projects necessary to cover those indirect general and administrative costs incurred by the CONSULTANT or its Subconsultants during the period of performance of services. General Overhead will not change for the life of this AGREEMENT.

(v) "Salary Cost Factor" means a factor applied to the Direct Salaries for CONSULTANT or an individual Subconsultant to cover Salary Costs, General Overhead and profit. Salary Cost Factors for CONSULTANT and each individual Subconsultant are shown in **Appendix D**. Salary Cost Factors will not change for the life of the AGREEMENT. The Salary Cost Factor is computed by aggregating (x) Salary Costs as a percentage of Direct Salaries and (y) General Overhead as a percentage of Direct Salaries, and multiplying this sum by the allowable profit, as follows:

Salary Cost Factor = (Salary Costs as percentage of Direct Salaries + General Overhead as percentage of Direct Salaries) x Allowable Profit

Therefore, as example:

$$\text{Salary Cost Factor} = (1.315 + 1.513) \times 1.05 = 2.97$$

(vi) "Direct Expenses" mean the costs incurred on or directly for this AGREEMENT, other than Salary Costs and General Overhead Costs, which have been previously approved by ALAMEDA CTC and are reasonably necessary for the CONSULTANT's performance under this AGREEMENT. Such Direct Expenses shall be computed on the basis of actual purchase price for items obtained from commercial sources and on the basis of current rates for items provided by the CONSULTANT. Direct Expenses shall include, but not be limited to the following costs, to the extent directly related to work on this AGREEMENT:

(1) Premiums for special insurance required as a result of this AGREEMENT. The CONSULTANT shall obtain approval of ALAMEDA CTC prior to securing such special insurance.

(2) Identifiable communications expenses, including long-distance telephone, telegraph, cable, express charges, mail costs, and other communications costs.

(3) Any and all computer charges, services and costs related to work on the PROJECT by the CONSULTANT or its Subconsultants.

(4) Printing, binding, plotting, and other reproduction costs.

(5) Costs of travel, meals and lodging, and subsistence of personnel traveling outside or from outside the San Francisco Bay Area in connection with this AGREEMENT, which are approved in advance by ALAMEDA CTC.

(6) Mileage at the CONSULTANT's current standard rate when the CONSULTANT's own automobiles are used. This mileage rate may be adjusted by the CONSULTANT on an annual basis but shall not be more than the IRS approved mileage rate.

(7) AGREEMENT-related automatic typing equipment and services.

(8) Field and laboratory tests and analyses.

(9) Special equipment and tools used for this AGREEMENT and not considered "tools of the trade".

(10) All costs associated with outside services and facilities (but not including rent for office space occupied by CONSULTANT TEAM).

(11) All costs associated with records management including, but not limited to, the preparation of material for filming, equipment, and micro reproduction.

(12) Other direct costs and expenses incurred by the CONSULTANT on this AGREEMENT not specifically set forth herein, subject to ALAMEDA CTC's prior approval therefor.

4. Invoices and Time of Payment.

(a) For all services described in Article I and Appendix A, CONSULTANT shall bill ALAMEDA CTC using the forms and instructions included in Appendix F. CONSULTANT shall submit an itemized invoice to ALAMEDA CTC which includes the following:

(i) The number of this contract for reference purposes;

(ii) Where applicable, separate statements for ACTIA, ACTA, ACCMA, ALAMEDA CTC and the SUNOL JPA, showing amounts due with respect to services provided to the respective agency;

(iii) Dates for the time period covered by the invoice; and

(iv) Consultant Payment Request Form in Appendix F.

Upon receipt of a valid and complete invoice from CONSULTANT for services rendered during the specified billing period, ALAMEDA CTC shall pay the amount properly invoiced within thirty (30) days. The determination of whether an invoice is valid and complete shall be made by ALAMEDA CTC in its sole discretion and ALAMEDA CTC shall retain the right to request reasonable documentation for certain expense items. In such instances, payment for all other amounts in the invoice for which additional documentation is not required will be made in accordance with this section. Invoices must be legible and reproducible. CONSULTANT shall prepare and submit separate invoices for ACTIA, ACTA, ACCMA, ALAMEDA CTC and the SUNOL JPA, if applicable. Any invoices which are illegible, incomplete or inaccurate will be returned to CONSULTANT for clarification and/or completion. CONSULTANT's signature is required on all invoices.

(b) If ALAMEDA CTC disputes any portion of the amount due to CONSULTANT, it may, at its sole discretion, withhold payment up to one hundred fifty percent (150%) of the disputed amount. If any amount is wrongfully withheld or not paid to CONSULTANT on a timely basis, ALAMEDA CTC shall pay to CONSULTANT one and one-half percent (1.5%) per month for the improperly withheld amount for each month which payment is wrongfully withheld or not paid. In any action for the collection of amount withheld in violation of this provision, the prevailing party shall be entitled to reasonable attorney's fees and costs.

(c) Except to the extent otherwise provided in Article I, Section G, Paragraph 4, CONSULTANT agrees that within fifteen (15) days of receipt of payment from ALAMEDA CTC, CONSULTANT shall pay to its Subconsultants all amounts due from such payment, subject to such legal requirements under federal or state law regarding withholding of disputed payments and applicable penalties.

(d) Final Payment shall be subject to the provisions of Article I, Section A, paragraph 4 above with regard to ALAMEDA CTC's right to withhold disputed payments, and CONSULTANT's rights to one and one-half percent (1.5%) payment on wrongfully withheld or untimely payment.

(e) CONSULTANT agrees to comply with federal procedures in accordance with Title 49 CFR, Part 18 (Uniform Administrative Requirements for Grants and Agreements with States and Local Governments).

(f) CONSULTANT agrees that the cost principles set forth in Title 48 CFR, Chapter 1, Part 31 (Cost Principles and Procedures) shall be used to determine the allowability of individual cost items, except that travel and subsistence costs will be reimbursed in accordance with California Department of Personnel Administration guidelines for non-exempt State employees. Any costs for which payments have been made to CONSULTANT which are determined by subsequent audit to be unallowable under these cost principles and guidelines, including but not limited to indirect costs reimbursed as part of, or otherwise included within, CONSULTANT's or its subconsultants' fully-burdened billing rates, are subject to repayment by CONSULTANT to ALAMEDA CTC. In such event, ALAMEDA CTC may at its option set-off such undue compensation by deducting such amount from payments then due to the CONSULTANT and Subconsultants. Prior to making such deduction, ALAMEDA CTC shall give the CONSULTANT seven (7) days prior notice of its intent to set-off and allow CONSULTANT to make an alternative proposal with ALAMEDA CTC to refund the undue compensation. If, at the end of the seven (7) day notice, CONSULTANT has not offered an alternative proposal acceptable to ALAMEDA CTC, ALAMEDA CTC may immediately thereafter exercise its right to set-off.

(g) Subconsultant compensation and direct costs directly attributable to the performance of the services required by this AGREEMENT shall be reimbursed either at a unit rate or at actual cost invoiced to CONSULTANT as specified on Appendix D. Costs not specifically identified on Appendix D will not be separately reimbursed but will instead be considered to be included in the fully burdened hourly rates set forth on Appendix D.

(h) If any subconsultant provides services pursuant to this AGREEMENT, the agreement with said subconsultant shall contain a clause to the effect that the provisions of paragraphs (e), (f) and (g) above shall apply to said subconsultant.

5. CONSULTANT's Identity and Personnel. The person listed on page one as the CONSULTANT's Key Personnel will be the key person for the performance of services under this AGREEMENT. CONSULTANT's additional key personnel who will work on the PROJECT are identified in **Appendix B**. Any addition or deletion of a firm (whether working as a joint venture partner or Subconsultant), or any change in key personnel may be made only upon prior written approval by ALAMEDA CTC. CONSULTANT shall notify ALAMEDA CTC of any proposed change of ownership or fundamental structure in CONSULTANT's firm. Within thirty (30) days of such notice, ALAMEDA CTC shall notify CONSULTANT whether ALAMEDA CTC will approve such changed firm or personnel to continue providing services under this AGREEMENT or whether ALAMEDA CTC will terminate this AGREEMENT. Nothing in this provision shall be construed to limit ALAMEDA CTC's right to terminate this AGREEMENT for cause or without cause as set forth in **Article I, Section C** of this AGREEMENT. Subcontracts between the CONSULTANT and any Subconsultants will be subject to review and approval of ALAMEDA CTC's representative.

6. Preliminary Review of Work. Where the CONSULTANT is required to prepare and submit reports, working papers, etc., to ALAMEDA CTC as products of the work described in Scope of Work, these documents shall be submitted in draft form, and opportunity provided for ALAMEDA CTC to review and request revisions, in a reasonable time interval but in all cases unless otherwise agreed to by ALAMEDA CTC at least five (5) business days prior to formal submission.

7. Responsibility of CONSULTANT. The CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under the AGREEMENT.

8. Evaluation of CONSULTANT. The CONSULTANT shall be evaluated against its ability to meet the Performance Measures specified in **Appendix E**. Neither ALAMEDA CTC's review, acceptance, nor payment for any of the services required under the AGREEMENT shall be construed to operate as a waiver of any rights under the AGREEMENT or of any cause of action arising out of the performance of the AGREEMENT, and the CONSULTANT shall be and remain liable to ALAMEDA CTC in accordance with applicable law for all damages to ALAMEDA CTC caused by the CONSULTANT's negligent performance of any of the services furnished under the AGREEMENT.

9. Inspection of Work. It is understood that authorized representatives of ALAMEDA CTC may inspect or review the CONSULTANT's work in progress at any reasonable time.

10. Suspension, Delay, or Interruption of Work. ALAMEDA CTC may suspend, delay, or interrupt the services of the CONSULTANT for the convenience of ALAMEDA CTC. In the event of force majeure or of such suspension, delay, or interruption, equitable adjustment will be made in the PROJECT schedule, commitment and cost of CONSULTANT's personnel and Subconsultants, and CONSULTANT's compensation.

B. NOTICE TO PROCEED

1. CONSULTANT shall not perform any work or incur any costs under this AGREEMENT without written direction from ALAMEDA CTC.

C. TERMINATION/CANCELLATION

1. Termination by ALAMEDA CTC. ALAMEDA CTC may, by written notice to CONSULTANT, terminate the AGREEMENT in whole or in part, whether for ALAMEDA CTC's convenience or because of the failure of the CONSULTANT to substantially perform its duties and obligations under the AGREEMENT, in accordance with subparagraphs (a) and (b) hereof. Upon receipt of such notice, the CONSULTANT shall deliver to ALAMEDA CTC all data, estimates, graphs, summaries, reports, plans, photographs and other visual data and such information and materials, whether in draft or final form, as may have been accumulated by the CONSULTANT in performing its services under the AGREEMENT, whether completed or in progress.

(a) For Convenience. If the termination is for the convenience of ALAMEDA CTC, ALAMEDA CTC shall give the CONSULTANT seven (7) days prior written notice. The CONSULTANT shall be paid for services performed to the date of termination, including a prorated amount of profits on such services actually performed, if applicable, but no amount shall be allowed for anticipated profit on unperformed services. In addition to payment for services performed, ALAMEDA CTC shall pay the CONSULTANT the allowable costs incurred prior to termination, and other costs reasonably incurred by the CONSULTANT to implement the termination, such as, but not limited to, similar subcontract termination costs and related closeout costs, if any.

(b) For Cause. ALAMEDA CTC shall give the CONSULTANT seven (7) days prior notice of its intent to terminate the AGREEMENT for any material breach on the part of CONSULTANT. If, at the end of the seven (7) day notice period, the CONSULTANT has not commenced correction of its performance in a manner reasonably acceptable to ALAMEDA CTC, ALAMEDA CTC may immediately thereafter exercise its right of termination.

2. Termination by CONSULTANT. CONSULTANT may terminate this Agreement if CONSULTANT determines that for professional reasons CONSULTANT cannot fulfill the terms of the AGREEMENT. CONSULTANT shall provide ALAMEDA CTC with not less than thirty (30) days prior notice of its intent to so terminate the AGREEMENT. CONSULTANT shall deliver to ALAMEDA CTC all data, estimates, graphs, summaries, reports, plans, and such information and materials as may have been accumulated by the CONSULTANT in performing its services under the AGREEMENT, whether completed or in progress, within five (5) business days of termination of the AGREEMENT.

3. Damages/Compensation. If the termination is due to the failure or inability of the CONSULTANT to fulfill its obligations under the AGREEMENT, the CONSULTANT will be compensated for that portion of the work which has been completed and accepted by ALAMEDA CTC, and for services performed to the date of termination including a pro-rated amount of profit, if applicable, but no allowance for anticipated profit or unperformed services. In such case, ALAMEDA CTC may take over the work and prosecute the same to completion by contract or otherwise, and the CONSULTANT shall be liable to ALAMEDA CTC for reasonable costs incurred by ALAMEDA CTC in making necessary arrangements for completion of the work by others. ALAMEDA CTC shall have the right to set off any such amounts it incurs in order to complete the work or otherwise related to CONSULTANT's termination against any payments owed to CONSULTANT for that portion of the work which has been completed and accepted by ALAMEDA CTC.

4. Adjustments. If, after notice of termination for failure to perform, it is determined by ALAMEDA CTC that the CONSULTANT had not so failed, and ALAMEDA CTC terminated the AGREEMENT,

the termination shall be deemed to have been effected for the convenience of ALAMEDA CTC. In such event, adjustment shall be made as provided in **Article I, Section C, Paragraph 1(a)**.

5. Remedy. The rights and remedies of the parties provided in this section are cumulative and not exclusive, and are in addition to any and all other rights and remedies provided by law or other sections of this AGREEMENT.

6. Waivers. CONSULTANT, by executing the AGREEMENT, shall be deemed to have waived any and all claims for damages in the event of ALAMEDA CTC's termination for convenience as provided in **Article I, Section C, Paragraph 1**, except for justifiable costs of termination, as mutually agreed by ALAMEDA CTC and CONSULTANT.

D. INDEMNIFICATION

1. Duties. CONSULTANT represents and maintains that it is skilled in the technical and/or professional practices necessary to perform the services, duties and obligations, expressed and implied, contained herein. Accordingly ALAMEDA CTC expressly relies upon CONSULTANT's representations regarding its skills and knowledge. The CONSULTANT shall perform all services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

2. Responsibilities. CONSULTANT agrees to protect, defend, indemnify and hold harmless ALAMEDA CTC and, if applicable, the SUNOL JPA, the State of California acting by and through its Department of Transportation ("CALTRANS"), or other permitting or responsible agencies as identified by ALAMEDA CTC, and their respective officers and employees, from and against any and all liability, claims, suits, loss, damages, costs and expenses (collectively "CLAIMS") arising out of or resulting from any negligent acts or willful misconduct, of the CONSULTANT, and its officers, employees, agents or Subconsultants in the performance of their services under the AGREEMENT. In the event either ALAMEDA CTC or the SUNOL JPA is found by a court or arbitrator to be partially liable for a CLAIM, such responsible agency shall reimburse the CONSULTANT for its proportionate share of the reasonable costs of defense actually expended, based on its share of liability.

E. INSURANCE

The required coverage limits for all insurance coverage required for this AGREEMENT are shown on pages 1 and 2 hereof and is further described below:

1. Comprehensive Liability. CONSULTANT shall carry Commercial or Comprehensive General Liability Insurance and maintain aggregate limits of liability equal to or greater than the minimum coverage for such insurance shown on page 1 of this AGREEMENT. Maintenance of said insurance shall extend throughout the entire term of this AGREEMENT. Such insurance shall add ALAMEDA CTC (and, if so directed by Alameda CTC, the SUNOL JPA, CALTRANS, or other permitting or responsible agencies as identified by ALAMEDA CTC), and their respective officers, employees and agents, as additional insured. Such insurance shall include the following:

- (a) All operations including use of all vehicles.
- (b) Blanket contractual liability on all written contracts, including this AGREEMENT.

- (c) Personal injury (in lieu of, or in addition to, bodily injury).
- (d) Use of watercraft, where applicable.

Subconsultants of the CONSULTANT shall provide evidence of their own Commercial or Comprehensive General Liability insurance which meets the above specifications to ALAMEDA CTC, or be added to the CONSULTANT's policy as additional insured if said policy of the CONSULTANT allows such addition.

2. Automobile Liability Insurance. CONSULTANT shall carry and maintain Automobile Liability Insurance with limits equal to or greater than the minimum coverage for such insurance shown on page 2 of this AGREEMENT. Such automobile liability coverage may, but is not required to be, provided as part of the liability insurance described above.

Subconsultants of the CONSULTANT shall provide evidence of their own Automobile Liability insurance which meets the above specifications to ALAMEDA CTC, or be added to the CONSULTANT's policy as additional insured if said policy of the CONSULTANT allows such addition.

3. Umbrella Insurance. CONSULTANT shall carry and maintain Umbrella Insurance with limits equal to or greater than the minimum coverage for such insurance shown on page 2 of this AGREEMENT, providing excess limits over Employer's Liability, Automobile Liability and Commercial General Liability Insurance.

4. Professional Liability Insurance. CONSULTANT shall carry and maintain Professional Liability insurance for errors and omissions in an amount equal to or greater than the minimum coverage shown on page 1 of this AGREEMENT. A deductible or self-insured retention is permissible on this policy, providing that such deductible shall not exceed the amount shown on page 1 of this AGREEMENT.

Subconsultants of the CONSULTANT providing services of a professional nature shall provide evidence of their own professional liability insurance which meets the above specifications, or be added to the CONSULTANT's policy as an additional covered party if said policy of the CONSULTANT allows such addition.

5. Workers' Compensation. CONSULTANT shall carry Workers' Compensation insurance as required by California Law, covering all work performed by CONSULTANT under the AGREEMENT, and all CONSULTANT's personnel performing services under the AGREEMENT.

6. Proof of Insurance. Insurance certificates and policy endorsements and coverages evidencing the policies described in this **Article I, Section E** are to be furnished to ALAMEDA CTC within ten (10) days of the execution of this AGREEMENT and shall provide for not less than thirty (30) days prior written notice to ALAMEDA CTC of any cancellation.

7. Subconsultants' Insurance Requirements. In the event a Subconsultant, after using its best efforts, is unable to meet any insurance requirements of this **Article I, Section E** applicable to such Subconsultant, ALAMEDA CTC, after examining the Subconsultant's circumstances, may decide, in its sole discretion, to waive or modify any of the insurance specification requirements for such Subconsultant.

F. GENERAL PRINCIPLES OF CONTRACT AND EMPLOYMENT EQUITY

1. Sections G and H below each apply to this AGREEMENT only if the applicable box is checked on page 2 hereof. The following paragraphs of this Section F shall apply regardless of whether Sections G and H apply.

2. In connection with the execution of the AGREEMENT, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex or sexual orientation. The CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination.

3. Even if this AGREEMENT is not subject to the provisions of Section G below, CONSULTANT is encouraged to utilize qualified SBE, SLBE and VSLBE subconsultants to perform a portion of the work described in Appendix A, and CONSULTANT shall report on such usage during the term of this AGREEMENT using applicable contract reporting forms.

G. LOCAL BUSINESS CONTRACT EQUITY PROGRAM

1. If the applicable box is checked on page 2 hereof, all paragraphs of this Section G shall apply to this AGREEMENT.

2. CONSULTANT shall comply with all applicable provisions of ACTIA's Local Business Contract Equity Program, incorporated herein by reference as if attached hereto. ALAMEDA CTC shall provide a copy of the Local Business Contract Equity Program to CONSULTANT upon request.

3. In some instances, contracts may be exempt from goals pursuant to applicable provisions of ACTIA's Local Business Contract Equity Program. If this AGREEMENT is exempt from the Local Business Contract Equity Program, such exemption shall be noted on Page 2 of this AGREEMENT.

4. If the CONSULTANT or any Subconsultant is a Local Business Entity, a Small Local Business Entity or a Very Small Local Business Entity, the certificate for that entity shall be attached to this AGREEMENT as Appendix C.

H. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM; OTHER FEDERAL REQUIREMENTS

1. If the applicable box is checked on page 2 hereof, all paragraphs of this Section H shall apply to this AGREEMENT.

2. This paragraph 2 represents the CALTRANS Standard Agreement for Subconsultant/DBE Participation as applied to this AGREEMENT.

(a) Disadvantaged Business Enterprise (DBE) Participation

(i) This AGREEMENT is subject to Title 49, Part 26 of the Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of

Transportation Financial Assistance Programs" ("49 CFR 26"). Bidders who obtain DBE participation on this contract will assist CALTRANS or the Metropolitan Transportation Commission ("MTC"), as applicable, in meeting its respective federally mandated overall DBE goal.

(ii) If this AGREEMENT has an underutilized DBE ("UDBE") goal, CONSULTANT must meet the UDBE goal by committing UDBE participation or document a good faith effort to meet the goal. If a UDBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another UDBE subconsultant, if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.

(iii) DBEs and other small businesses, as defined in 49 CFR 26, are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. CONSULTANT and its subconsultants, if any, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as ALAMEDA CTC deems appropriate.

(iv) Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this paragraph 2(a).

(b) Performance of DBE Consultants and other DBE Subconsultants/ Suppliers

(i) A DBE performs a commercially useful function when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.

(ii) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the ALAMEDA CTC shall examine similar transactions, particularly those in which DBEs do not participate.

(iii) If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its agreement with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

(c) Prompt Payment of Funds Withheld to Subconsultants.

(i) The ALAMEDA CTC shall hold retainage (if any) from the CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by ALAMEDA CTC, of the contract work, and pay retainage to the CONSULTANT based on these acceptances. The CONSULTANT or its subconsultants shall return all monies withheld in retention from a subconsultant or sub-subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE consultants and subconsultants.

(ii) Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this Paragraph 2(c).

(d) DBE Records

(i) The CONSULTANT shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. If CONSULTANT is a certified DBE, CONSULTANT shall also show the date of work performed by CONSULTANT's forces along with the corresponding dollar value of the work.

(ii) Upon completion of the AGREEMENT, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE)," CEM-2402F (Exhibit 17-F in Chapter 17 of the CALTRANS LAP), certified correct by the CONSULTANT or the CONSULTANT's authorized representative, and shall be furnished to ALAMEDA CTC with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the CONSULTANT when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE)" is submitted to ALAMEDA CTC.

(iii) Prior to the fifteenth of each month, the CONSULTANT shall submit documentation to ALAMEDA CTC showing the amount paid to DBE trucking companies. The CONSULTANT shall also obtain and submit documentation to ALAMEDA CTC showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the CONSULTANT may count only the fee or commission the DBE receives as a result of the lease arrangement.

(iv) CONSULTANT shall also submit to ALAMEDA CTC documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the CALTRANS Monthly DBE Trucking Verification, CEM-2404(F) form provided to the CONSULTANT by ALAMEDA CTC.

(e) **DBE Certification and De-certification Status.** If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify the CONSULTANT in writing with the date of de-certification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify the CONSULTANT in writing with the date of certification. Any changes should be reported to ALAMEDA CTC within 30 days.

3. **Rights in Data.** The Federal Government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under this AGREEMENT, and (b) any rights of copyright to which ALAMEDA CTC or CONSULTANT purchases ownership under this AGREEMENT.

4. **Time of Payment.** Notwithstanding anything in Article 1, Section A, paragraph 4 to the contrary, CONSULTANT agrees that within 10 days of receipt of payment from ALAMEDA CTC, CONSULTANT shall pay to its Subconsultants all amounts due from such payment, subject to such legal requirements under federal or state law regarding withholding of disputed payments and applicable penalties.

ARTICLE II - SCOPE AND SCHEDULE

A. SCHEDULE OF WORK

1. CONSULTANT shall conform to **Appendices A and D**, except as otherwise modified by the AGREEMENT.

B. REPORTING

1. For any month during which CONSULTANT performs any task(s) or incurs any reimbursable costs with respect to the Scope of Services under this AGREEMENT, CONSULTANT shall submit a monthly progress report in a form acceptable to ALAMEDA CTC which describes the work accomplished. Except as may be otherwise authorized by ALAMEDA CTC in writing, each such progress report shall be submitted by the earlier of (i) submittal of CONSULTANT's submittal of a monthly billing in accordance with **Appendix F** with respect to such month, and (ii) thirty (30) days following the last calendar day of such month.

C. EXTRA WORK

1. Unforeseen work will be classified as extra work when authorized by ALAMEDA CTC in writing. In the absence of such written authorization by ALAMEDA CTC, CONSULTANT shall not be entitled to payment of such work.

ARTICLE III - GENERAL TERMS

A. GENERAL

1. **No Third Party Beneficiaries.** This AGREEMENT gives no rights or benefits to anyone other than ALAMEDA CTC and CONSULTANT and has no third-party beneficiaries, except the SUNOL JPA as specified herein.

2. Legal Action. 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 any other cause of action, will be subject to the statutes of limitation of the State of California.

3. Survival of Indemnities. Notwithstanding the termination of this AGREEMENT and/or the breach of contract or warranty, fault, tort (including but not limited to torts based on negligence, statute or strict liability), the CONSULTANT's obligations of Indemnity set forth in **Article I, Section D** and any releases, limitations on indemnity, and any and all limitations on any remedies herein shall survive termination of this AGREEMENT for any cause, and **Article I, Section A, Paragraph 7** and **Article I, Section D** of this AGREEMENT shall take precedence over any conflicting provision of this AGREEMENT or any document incorporated into it or referenced by it.

4. Jurisdiction and Venue. The laws of the State of California will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. All legal actions arising out of this AGREEMENT shall be brought in a court of competent jurisdiction in Alameda County, California and the parties hereto hereby waive inconvenience of forum as an objection or defense to such venue.

5. Non Waiver. Failure of ALAMEDA CTC to insist upon strict performance of any terms or conditions of this Agreement, or failure or delay in exercising any rights or remedies provided herein or by law, or failure to properly notify CONSULTANT in the event of breach, or the acceptance of or payment for any services provided under this AGREEMENT shall not release CONSULTANT from the terms conditions, representations or obligations of this AGREEMENT, and shall not be deemed a waiver of any right of ALAMEDA CTC to insist upon strict performance or upon any of its rights or remedies as to any prior or subsequent default.

6. Severability and Survival. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7. Documents. Except as noted below, deliverables prepared by the CONSULTANT under the AGREEMENT, such as photographs, reports, plans, graphics, drawings, tracings, quantities, specifications, proposals, sketches, diagrams and calculations, relative to the AGREEMENT shall become the property of ALAMEDA CTC upon their creation, whether or not the services under the AGREEMENT are completed. ALAMEDA CTC shall not be limited in any way in its use thereof at any time during or after the term of this AGREEMENT, provided that any such use not within the purposes of the AGREEMENT shall be at the sole risk of ALAMEDA CTC, and provided that ALAMEDA CTC shall indemnify CONSULTANT against any damages resulting from such use, including the release of this material to third parties for use not intended in the AGREEMENT.

8. Confidentiality. All ideas, memoranda, reports, specifications, plans, construction procedures, drawings, descriptions, and all other written information submitted to or created by the CONSULTANT in connection with the performance of the AGREEMENT shall be held confidential by the CONSULTANT and shall not, without the prior written consent of ALAMEDA CTC, be used for any purposes other than the performance of the services under this AGREEMENT. Nothing furnished to the CONSULTANT, which is otherwise known to the CONSULTANT or generally known in the related industry, shall be deemed confidential. The CONSULTANT shall not use ALAMEDA CTC's, ACTA's, ACTIA's, ACCMA's or the SUNOL JPA's name or insignia, photographs of the work, or any other publicity

pertaining to the work in any magazine, trade paper, newspaper, or other news medium without the express written consent of ALAMEDA CTC. CONSULTANT may use project technical information in the demonstration of expertise for purposes of describing project experience to others in the routine conduct of CONSULTANT's business with ALAMEDA CTC's prior written consent.

9. Audit of Books and Records. CONSULTANT shall make available to ALAMEDA CTC, its authorized agents including but not limited to representatives of the state and federal governments, and their respective officers and employees, to inspect and audit all data and records for examination, any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to ALAMEDA CTC, and shall furnish to ALAMEDA CTC, its agents, and employees, such other evidence or information as ALAMEDA CTC may require with respect to any such expense or disbursement charged by the CONSULTANT. CONSULTANT and any subconsultants hereunder shall establish and maintain an accounting system and records that properly accumulate and segregate incurred contract costs by task and subtask. The accounting system of the CONSULTANT and all subconsultants hereunder shall conform to Generally Accepted Accounting Principles (GAAP), enable determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

The records described in this Section shall be retained by the CONSULTANT and made available for inspection by ALAMEDA CTC for a period of three (3) years after this AGREEMENT is terminated or four (4) years after the fiscal year of the expenditure, whichever is longer.

ALAMEDA CTC may, in its sole discretion, conduct a periodic audit, not more frequently than once every twelve (12) months, of the project costs under this AGREEMENT in accordance with generally accepted accounting practices, as set forth in **Article I, Section A, paragraph 4(e)** of this AGREEMENT.

This paragraph 9 is applicable to all subconsultants hereunder, excluding subcontracts of \$25,000 or lesser amounts.

10. Arbitration. All claims, counterclaims, disputes, and other matters in question arising out of, or relating to, this AGREEMENT or the breach thereof may be decided by mediation and/or final, binding arbitration in accordance with the applicable rules and procedures of the American Arbitration Associations in effect at the date of execution of this AGREEMENT. Either ALAMEDA CTC or CONSULTANT may initiate a request for such mediation or arbitration, but consent of the other party to such procedure shall be a necessary precondition to mediation or arbitration.

11. Attorneys' Fees. Should it become necessary to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to recover reasonable expenses and attorneys' fees from the other party, including but not limited to expenses and fees attributable to arbitration pursuant to Paragraph 10 above.

12. Independent Consultant. In the performance of the services to be provided hereunder, CONSULTANT is an independent contractor and is not an employee, agent or other representative of ALAMEDA CTC.

13. Solicitation. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure the AGREEMENT and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making the AGREEMENT. For

breach or violation of this warranty, ALAMEDA CTC shall have the right to rescind the AGREEMENT without liability.

14. Conflict of Interest. CONSULTANT agrees that, for the term of this AGREEMENT, no member, officer or employee of ALAMEDA CTC or of a public body within Alameda County, during his/her tenure or for one year thereafter, or member or delegate to the Congress of the United States, shall have any direct interest in the AGREEMENT or any direct or material benefit arising there from.

15. Conflict of Employment. Employment by the CONSULTANT of any current officer, executive director or other employee of ALAMEDA CTC or the SUNOL JPA shall not be permitted even though such employment may be outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, for a period of one (1) year after leaving office or employment, no officer, executive director or other employee of ALAMEDA CTC, ACTIA, ACCMA or the SUNOL JPA shall, for compensation, act as agent or attorney for or otherwise represent the CONSULTANT by making any formal or informal appearance, or by making any oral or written communication before ALAMEDA CTC, if the appearance or communication is made for the purpose of influencing administrative or legislative action, or influencing any action or proceeding involving the issuance, amendment, awarding or revocation of a permit, license, grant, entitlement or contract, or the sale or purchase of goods, services or property.

16. Assignment or Transfer. Services to be furnished hereunder shall be deemed to be professional services, and CONSULTANT shall have neither the right nor the power to assign, subcontract, transfer or otherwise substitute its interest in the AGREEMENT or its obligations hereunder without the prior written consent of ALAMEDA CTC.

17. Subconsultants. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relationship between the ALAMEDA CTC and any subconsultants, and no subcontract shall relieve CONSULTANT of his/her responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to ALAMEDA CTC for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultants is an independent obligation from ALAMEDA CTC's obligation to make payments to CONSULTANT.

Any subcontract in excess of \$25,000 shall contain all the provisions stipulated in this agreement to be applicable to subconsultants. Any substitution of subconsultants must be approved in writing by ALAMEDA CTC's Project Manager in advance of assigning work to a substitute subconsultant.

APPENDIX A**DETAILED SCOPE OF SERVICES**

CONSULTANT shall provide same day transportation service to approximately 2,000 senior and disabled residents in Central Alameda County, consisting of the cities of Hayward, San Leandro, and unincorporated areas in Central Alameda County (e.g. San Lorenzo, Castro Valley, Cherryland, and Ashland), who are registered with Measure B paratransit programs in Hayward and San Leandro.

General Description of the Service

This pilot program will enable the 2,000 city-based program registrants in Central Alameda County to call the provider 24 hours a day, seven days a week, and receive a trip within 45 minutes of their call or within ten minutes of a time order request. A sufficient number of accessible vehicles (e.g. a taxi minivan) will be available for non-ambulatory registrants with mobility devices. In order to ensure that the service is affordable, registrants will be able to purchase vouchers (or equivalent payment system) at a cost of 25% of the voucher's value from their City's paratransit program. Registrants will be responsible for fares beyond their available vouchers. Initial estimates of taxi use based on a similar program in southern Alameda County indicate that this program could provide 250-300 rides per month, including 15-20 accessible (non-ambulatory) vehicle rides.

The program structure is as follows: ALAMEDA CTC holds the agreement with the CONSULTANT, monitors service quality, and ensures fraud prevention through routine calls to customers and monitoring of invoice submissions by ALAMEDA CTC staff and CONSULTANT. The cities of Hayward and San Leandro will conduct outreach and education to consumers and social service agency staff about the program, handle the purchase of vouchers by consumers, and transmit complaints to ALAMEDA CTC to be forwarded to CONSULTANT. The agreement between ALAMEDA CTC and CONSULTANT will cover trip reimbursement, administrative fee, and driver premiums that shall be paid to the driver for accessible trips.

Service Area

CONSULTANT will be responsible for the provision of all trips (designated as part of this program) originating in the Central County area, and to destinations throughout Alameda County.

Scope

CONSULTANT will provide transportation service pursuant to the agreement in the following manner:

- A. CONSULTANT will be available 24 hours a day, seven days a week, to provide trips, including a sufficient number of accessible vehicles (e.g. a taxi minivan) for non-ambulatory registrants with mobility devices.
- B. CONSULTANT shall have a designated telephone number for the specific use of program participants.
- C. CONSULTANT shall provide at a minimum two emergency telephone numbers for Alameda CTC, City of Hayward and City of San Leandro Staff use.
- D. All trips that are scheduled by the CONSULTANT as part of the agreement will be recorded and transmitted (e.g. by email or fax) to ALAMEDA CTC staff by 8 a.m. no later than the day following the trip request. The ALAMEDA CTC staff may then use this information as part of monitoring activities.

ALAMEDA CTC staff and CONSULTANT may agree on additional reports, if available through new software.

- E. CONSULTANT will ensure that all customers are picked up no later than 45 minutes after the trip request has been received by the call taker at the CONSULTANT's office, and within ten minutes of an advance time-specific (time order) scheduled trip.

Schedule

CONSULTANT will implement all the necessary procedures to begin providing service starting August 1, 2012 (including ensuring the availability of accessible vehicles). ALAMEDA CTC and the cities will initiate the outreach and education process with consumers, and ensure that the vouchers will be ready for use by customers.

Other Requirements

At the initiation of the AGREEMENT (and prior to service implementation) ALAMEDA CTC will make a presentation to all CONSULTANT's personnel who are likely to be involved in the service provision to discuss the contract purpose, scope and expectations. This may include owners, management, dispatchers and drivers. The one-time meeting will be mandatory for all CONSULTANT's personnel involved in the program; arrangements will be made with ALAMEDA CTC to ensure that replacement personnel have received a similar orientation to the program.

ALAMEDA CTC and CONSULTANT will meet on a quarterly basis to discuss the status of the agreement and program, and identify any areas that need to be addressed.

Prior to signing of the AGREEMENT, the CONSULTANT shall submit documentation of license and permits with the cities of Hayward and San Leandro and the capability to operate in the service area, such as:

- Clearance from the Alameda County Sealer of Weights and Measure (for meters);
- California Vehicle Registration (one copy per vehicle);
- Current certificate of liability insurance; and
- Valid and current driver's license per driver of the vehicle.

APPENDIX B

CONSULTANT AND SUBCONSULTANT FIRMS KEY PROJECT PERSONNEL

Firm	Personnel	Role
St. Mini Cab Corporation	Pardeep Goswami	President
St. Mini Cab Corporation	Sundeeep Kumar	Project and Customer Service Manager
St. Mini Cab Corporation	Gina Kumar	Finance Manager
St. Mini Cab Corporation	Reena Kumar	Accounts Receivable
St. Mini Cab Corporation	Marge Kersting	Lead Dispatch Manager
St. Mini Cab Corporation	Sanjeev Kumar	Fleet Operations Manager

APPENDIX C

BUSINESS PARTICIPATION CERTIFICATION

{see attached}



1333 Broadway, Suites 220 & 300 ■ Oakland, CA 94612 ■ PH: (510) 208-7400
www.AlamedaCTC.org

16
August 10, 2011

Rena Kumar
St. Mini Cab Corporation
22990 Clawiter Road
Hayward, CA 94545

Commission Chair
Mark Green, Mayor - Uninc City

Commission Vice Chair
Scott Haggerty, Supervisor - District 1

AC Transit
Greg Harpur, Director

Alameda County
Supervisors
Nadia Lockyer - District 2
Wilma Chan - District 3
Nate Milley - District 4
Keith Carson - District 5

BART
Thomas Binlock, Director

City of Alameda
Beverly Johnson, Councilmember

City of Albany
Farid Jovandel, Mayor

City of Berkeley
Laurie Capitelli, Councilmember

City of Dublin
Tim Sbranti, Mayor

City of Emeryville
Ruth Atkin, Councilmember

City of Fremont
Suzanne Chan, Vice Mayor

City of Hayward
Olden Henson, Councilmember

City of Livermore
Marshall Kamena, Mayor

City of Newark
Luis Freitas, Vice Mayor

City of Oakland
Councilmembers
Larry Reid
Rebecca Kaplan

City of Piedmont
John Chiang, Vice Mayor

City of Pleasanton
Jennifer Hosterman, Mayor

City of San Leandro
Joyce R. Starosciak, Councilmember

Executive Director
Arthur L. Dao

RE: CERTIFICATION WITH THE ALAMEDA COUNTY TRANSPORTATION COMMISSION

Dear Representative:

CONGRATULATIONS! After careful review of your application we have determined that your company meets the criteria for certification as a **Local, Small Local and Very Small Local Business Enterprise**. Your firm is now registered with the Commission and will be eligible to meet participation goals.

Your certification will expire on **August 31, 2013**. You must notify the Alameda CTC if changes occur in the location or ownership of your business within the two year certification period. The Alameda CTC reserves the right to request additional information and to conduct an on-site visit for the purpose of verifying information contained in your application during the certification term.

Please feel free to contact the Certification Coordinator should you have any questions or require additional information. She can be reached at (510) 208-7468, or via email at Certification@AlamedaCTC.org.

Sincerely,

Arthur L. Dao
Executive Director

APPENDIX D**PROJECT COST BASIS**

The CONSULTANT shall be paid in the following manner:

- A. For services rendered, CONSULTANT shall be entitled to a fixed fee of \$3.00 per voucher for administrative fee beginning August 1, 2012, continuing thereafter and payable each subsequent month throughout the term of this AGREEMENT. This additional fee shall be retained by the CONSULTANT and shall remain fixed for the term of this AGREEMENT, regardless of any changes in the taxi meter rates.
- B. Each completed trip shall be billed to ALAMEDA CTC at a cost of \$14 per voucher (or equivalent to the dollar value printed on the voucher) for trips that do not require a wheelchair accessible taxi and \$22 per voucher for trips requiring wheelchair accessible vehicles. If the meter rate of the trip is less than the voucher denomination, the additional fees will be considered incentives for performing these services which shall be paid directly to the drivers. The CONSULTANT shall be responsible for collecting vouchers from the passenger based on the fare meter at the prevailing meter rate and collecting fares from the passengers that exceed voucher denominations. CONSULTANT shall submit copies of all vouchers to ALAMEDA CTC along with a completed Request for Reimbursement form provided in Appendix F.

All trips that are scheduled by CONSULTANT as part of this AGREEMENT will be recorded and the record thereof faxed to ALAMEDA CTC staff by 8 a.m. on the day following the trip requests. ALAMEDA CTC staff may then use this information as part of the monitoring activities.

Retention penalties shall be based on verifiable complaints (i.e. very late trips [e.g. 1 hour after 45 minute window or scheduled pick-up time], or missed trips, or egregious overcharge or rudeness) and will be applied in conformance with the following schedule:

- **Complaints Ratio:** Verifiable complaints will not exceed four (4) per two (2) months. Complaints will be verified based on discussion between representatives of ALAMEDA CTC and CONSULTANT. To enforce this limit, ten percent (10%) of one month's invoice (the second month of the two month period) will be withheld by ALAMEDA CTC as a penalty when this performance measure has not been met for the period in question. If verifiable complaints exceed four (4) per two (2) month, ten percent (10%) of the one month's invoice will be withheld by Alameda CTC.



The **Central County Same Day Transportation Program** is a subsidized accessible taxi service for enrolled participants of the Hayward and San Leandro Paratransit Programs. This pilot project is funded by the Alameda County Transportation Commission through Alameda County's half cent transportation sales tax.

CCSDTP TAXI VOUCHER

Voucher expires: July 31, 2013

<p>▪ To schedule a ride or check on status of a ride, call: 1-866-377-1535.</p> <p>▪ Each voucher covers up to \$14 in metered fare. Rider must pay for any meter fare beyond value of the voucher(s).</p>		
<p>SECTION BELOW TO BE FILLED OUT BY RIDER:</p>		
Rider's Name: _____		Rider's Signature: _____
Rider's Phone #: _____		Program registered with: <input type="checkbox"/> Hayward <input type="checkbox"/> San Leandro
Number of taxi vouchers used for this trip: _____		Were you transported in a wheelchair for this trip? <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Trip purpose:</p> <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Shopping/Errand <input type="checkbox"/> Social/Recreational <input type="checkbox"/> Other	<p>Pick-Up Address & City: _____</p>	<p>Destination Address & City: _____</p>
<p>SECTION BELOW TO BE FILLED OUT BY DRIVER: (Note: incomplete vouchers will not be reimbursed.)</p>		
<p>Trip Date: _____</p> <p>Driver Name: _____</p> <p>Taxi Lic. #: _____</p>	<p>P/U Time: _____</p> <p>Total # of riders: _____</p>	<p>Meter Fare: \$ _____</p> <p>Voucher Credit: - _____</p> <p><i>(Voucher Credit = # of vouchers used x \$14.00)</i></p> <p>Total Fare Paid: \$ _____</p>

Top copy: Alameda CTC

Yellow Copy: Cab Company

Pink Copy: Rider

Revised 7/23/12





Central County & Tri-City / St. Mini Cab / Same Day Taxi Program Daily Log

Fax Every Day To: Krystle Pasco FAX: (510) 893-6489

NOTE: ONLY log taxi requests through the dispatcher. DO NOT log direct request to driver. Please complete one log per day.

Date: _____

	Client's Name	Client's Phone #	City of Residence	Requested Pick-Up Time	Actual Time From Voucher	Wheel-Chair (Y or N)	Voucher #
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

APPENDIX E**PERFORMANCE MEASURES**

Contract performance incentives and penalties based on timeliness, missed trips, and complaint rates will be applied in conformance with the following schedule:

- A. **On-Time Performance:** CONSULTANT will ensure that 95% of all trip requests are performed within 45 minutes of the call to the dispatch center or within ten minutes of a time-order scheduled trip (while the goal is 100%, this measure recognizes that there are situations over which the CONSULTANT and drivers do not have control). In any one month period, if this standard is not reached, there will be a 45-day correction period during which no sanction will be imposed on the CONSULTANT, but the CONSULTANT will be expected to take corrective actions to achieve the 95% standard. If this standard is not reached within 45 days, ALAMEDA CTC will withhold payment for the sub-standard month until the standard has been reached.
- B. **Operator Missed Trips:** The goal of this AGREEMENT is for all scheduled trips to be performed, unless the passenger cancels or is not present at the time of pick-up. In recognition of circumstances beyond the control of the driver, a maximum of three missed operator trips per month will be allowed before a similar withholding of payment as described above will be imposed.
- A. **Complaints Ratio:** Verifiable complaints will not exceed four (4) per two (2) months. Complaints will be verified based on discussion between representatives of ALAMEDA CTC and CONSULTANT. Penalties will be imposed based on schedule detailed in **Appendix D**.

APPENDIX F

CONSULTANT PAYMENT REQUEST AND PROGRESS REPORT FORMS

[see attached]

CONSULTANT PAYMENT REQUEST FORM

FORM A

Prime Consultant: _____
 Address: _____

 Contact Name: _____
 Phone No.: _____
 E-mail: _____

 Period (From - To): _____

Alameda CTC Project No.: _____
 Alameda CTC Agreement No.: _____
 Alameda CTC Contract No.: _____
 Alameda CTC Manager: _____

Invoice No.: _____
 Date of Invoice: _____
 Payment Request No.: _____

CONSULTANT COSTS

Description	Contract Task Budget	Billed This Period	Previously Billed	Total Billed to Date	Remaining Task Budget
Consultant Charges				\$0.00	\$0.00
Direct Expenses				\$0.00	\$0.00
TOTAL CONSULTANT COSTS:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

TASK BREAKDOWN

Task No. (Per Contract)	Task Description and Budget	Contract Task Budget	Billed this Period	Previously Billed	Total Billed to Date	Remaining Task Budget
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
TOTAL TASK BREAKDOWN COSTS:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Project Manager's Assurance:

I hereby certify that the information included in this Payment Request is true and accurate and that the claimed expenses have been paid as of the date of this request.

Reviewer's Comments

 Signature Date

ALAMEDA CTC STAFF USE ONLY
 Supporting documents reviewed and approved for payment

 Signature Date

ALAMEDA CTC EXPENDITURE REPORTING REQUIREMENTS

The ACTA AND ACTIA Expenditure Plans require reporting related to expenditures of Measure B revenues. With respect to ACTIA, Measure B includes provisions for reporting expenditures to a Citizens Watchdog Committee as a means of accountability. Contracting practices and policies for ACTIA and ACTA require that capital expenditures be tracked at the individual vendor level including Subconsultants and subcontractors.

Prime consultants and contractors that have agreements directly with ALAMEDA CTC with respect to ACTA and/or ACTIA programs or projects will be required to submit summaries of expenditures showing invoiced amounts for each individual vendor along with paid-to-date amounts for each attached to their invoices. In addition to invoices for current period billings showing expenditures segregated by vendor (i.e. prime and subs) vendors will be required to submit contract expenditures by phase and task. Payment Requests from vendors will not be considered without the information required in the contract. Deficient submittals will be returned to the vendor for re-submittal. Payment request forms are available on the ALAMEDA CTC website at <http://www.actia2022.com/Opportunities> and are incorporated herein as if attached hereto. Please note that these forms may contain outdated references to ACTA and/or ACTIA (e.g., ACTA/ACTIA Contract No.). Please confer with ALAMEDA CTC staff if you have any questions about properly filling out these forms.

As required by the contract, a monthly Progress Report delineating the status of the contract shall be submitted. This report can be submitted with the Payment Request. If for some reason the Payment Requests are not submitted monthly, the Progress Report must still be submitted.

ALAMEDA CTC PAYMENT REQUEST PROCEDURE

Payment of eligible costs is contingent upon meeting the terms indicated in the respective contract. The following procedures should be adhered to in order to expedite the payment process.

Each contract addresses the services to be provided, deliverables and compliance. The following procedures are provided to address these matters. In the event that unique conditions occur, please contact your Project Manager for assistance prior to submittal. Keep in mind that it is the goal of this process to allow ALAMEDA CTC to track the contract costs by task to track the LBE/SLBE/VSLBE/DBE/DVBE participation for each contract and provide adequate backup information to assure ALAMEDA CTC that the costs being submitted are eligible for payment.

Instructions and examples for each Form follow.

Payment request forms are available on the ALAMEDA CTC website at <http://www.actia2022.com/Opportunities> and are incorporated herein as if attached hereto.

Payment request submission: Payment requests must have the original signatures from an authorized manager, or the appropriate equivalent. Hard-copy submissions should be mailed to:

Alameda CTC
Attn: Accounting Department
1333 Broadway, Suite 220
Oakland, CA 94612

If you have any questions regarding these forms and their use, please contact Seung Cho, Contract Procurement Analyst, at (510) 208-7472 or scho@alamedactc.org.

CONSULTANT PAYMENT REQUEST FORM INSTRUCTIONS

The Consultant Payment Request form is used to delineate costs summed up by Consultants Charges/Direct Expenses and by Task Breakdown.

Prime Consultant – The name of the Vendor as indicated on the Contract between ALAMEDA CTC and the Vendor for which the Payment Request is being made.

Address – The address of the Vendor where correspondence and payments are to be sent.

Contact Name – Contact person for the Vendor to answer questions and coordinate processing of the requests.

Phone No. – Phone number of Vendor contact person.

E-mail – E-mail address of Vendor contact person.

Period (From – To) – The beginning date and ending date of the period for which payment is being requested.

ALAMEDA CTC Project No. – For Capital Projects, the ALAMEDA CTC Project No. as indicated on the Contract. This information is not required for non-Capital Project Contracts.

ALAMEDA CTC Agreement No. – This number is provided by the Project Manager and is for ALAMEDA CTC use only (i.e. AXX-XXXX or IXX-XXXX).

ALAMEDA CTC Contract No. – This number is one listed on the contract between ALAMEDA CTC and the Vendor for which the Payment Request is being made (e.g. A10-0001).

Project Manager – The name of the Project Manager assigned to the Contract.

Invoice No. – The invoice number on the Vendor's original invoice.

Date of Invoice – The date of the Vendor's original invoice.

Payment Request No. – This number should be a consecutive number starting at "1".

CONSULTANT COSTS

Consultant Charges – "Billed This Period" Identify the total amount of the Prime and Subs costs included in this Payment Request.

Consultant Charges – "Previously Billed" The sum of the Consultant Charges billed in all previous invoices.

Consultant Charges – "Total Billed to Date" The sum of the Billed this Period and Previously Billed Columns. The Total Billed to Date is automatically calculated – verify data.

Direct Expenses – "Billed This Period" Identify the total amount of Prime and Subs Direct Expenses included in this Payment Request.

A direct expense is defined as the costs incurred on or directly for the contract other than salary costs and general overhead costs. Direct expenses shall include but not be limited to:

- Air Travel
- Car Rental
- Computer – CADD/Modeling
- Computer – Graphic Production
- Computer – Data Processing
- Computer – Word Processing
- Local Travel (Mileage)
- Color Copying
- Photocopying
- Postage/Delivery
- Reprographics/Printing
- Subsistence
- Telephone
- Traffic Counts/Data Collection
- Special Equipment Rental

Direct Expenses – “Previously Billed” The sum of the Direct Expenses billed in all previous invoices.

Direct Expenses – “Total Billed to Date” The sum of the Billed this Period and Previously Billed Columns. *The Total Billed to Date is automatically calculated – verify data.*

TASK BREAKDOWN

Task No. – The task number assigned in the scope of work for the contract.

Task Description – The task description assigned in the scope of work for the contract.

Task Breakdown – “Billed This Period” Identify the total amount of the charges by Task included in this Payment Request.

Task Breakdown – “Previously Billed” The sum of the Tasks billed in all previous invoices.

Task Breakdown – “Total Billed to Date” The sum of the Billed this Period and Previously Billed Columns. *The Total Billed to Date is automatically calculated – verify data.*

Project Manager’s Assurance – This statement of trueness and accuracy must be certified by signature of the Vendor Contact Person. This must be signed by the Vendor’s Project Manager authorized by the Contract.

Reviewer’s Comments – This box is for ALAMEDA CTC’s use only.

ALAMEDA CTC Approval – This is for ALAMEDA CTC use only for verification that the Payment Request has been reviewed for accuracy, is complete and contains the pertinent back-up information.

VENDOR COSTS INSTRUCTIONS

Invoices should be processed on a monthly basis along with the required documentation. A completed Vendor Costs Form must be submitted for each contract being reported.

Prime Consultant – The name of the Vendor as indicated on the Contract between ALAMEDA CTC and the Vendor for which the Payment Request is being made.

ALAMEDA CTC Project No. – For Capital Projects, the ALAMEDA CTC Project No. as indicated on the Contract. This information is not required for non-Capital Project Contracts.

ALAMEDA CTC Agreement No. – This number is provided by the Project Manager and is for ALAMEDA CTC Use Only (i.e. AXX-XXXX or IXX-XXXX).

ALAMEDA CTC Contract No. – This number is the listed on the Contract between ALAMEDA CTC and the Vendor for which the Payment Request is being made (e.g. A10-0001).

Phase/Description – One of the following as defined in the Contract being reported:

- **Scoping** – A phase set up specifically for projects without adequate definition to develop an overall project delivery plan for all phases. Scoping efforts, and costs, are typically authorized independently of other phases.
- **Preliminary Engineering/Environmental Studies** – This phase includes the engineering and planning efforts necessary to develop the project scope, including details, sufficient to support the assessment of impacts necessary to secure environmental approval and to develop a plausible schedule and cost estimate. These efforts may include conceptual engineering, preliminary engineering and technical studies.
- **Final Design** – This phase includes the detailed engineering required to prepare a final, signed set of plans, specifications and estimates (PS&E). Design work for Design-Build projects is not reported here.
- **Right of Way Support** – This phase includes the labor efforts required to acquire the rights of way necessary to advertise and construct the proposed improvements. These efforts include appraisals and legal support.
- **Right of Way Capital** – This phase includes the non-support costs incurred to acquire the rights of way necessary to advertise and construct the proposed improvements, including easements, title reports, insurance, etc. Labor costs associated with acquiring rights of way should be included in the Right of Way Support phase (described above).
- **Utilities** - This phase includes all costs associated with the protection and/or relocation of utilities necessary to advertise and construct the proposed improvements.
- **Construction Capital** – This phase includes non-support costs incurred as a result of a construction contract awarded for the actual construction of the proposed improvements. Labor costs associated with construction (other than labor costs incurred under the construction contract)

should be included in the Construction Engineering phase (described below). Design-build projects should be reported under this phase.

Construction Engineering – This phase includes the labor efforts required to administer the construction contract(s) including construction management, inspection, surveying and staking, and claims negotiations.

- **Equipment Purchase** – This phase includes all non-support costs incurred as result of procuring equipment necessary to realize the proposed improvements. Support costs related to developing specifications for equipment to be purchased should be included in the Final Design phase (described above). Support costs related to negotiating and administering the procurement of equipment should be included in the Construction Engineering phase (described above).
- **General Administration** – This is used for non-Capital Project Contracts.

(Please refer to the legend at the bottom of the page.)

Period (From – To) – The beginning date and ending date of the period for which payment is being requested.

Date Submitted – Date the form is submitted to ALAMEDA CTC for approval.

Original Contract Phase Amount – Amount of original contract entered into between ALAMEDA CTC and Vendor.

Amendment No. – Before the “:” list the Amendment Number (i.e. 1, 2, 3, etc.). After the “:” input the amount of the Amendment.

Current Contract Amount – The sum of the Original Contract Phase Amount plus any amendments made to the contract amount.

Previously Billed – Cumulative total of the amount previously billed.

Amount of This Invoice – Amount being requested for the period being reported. (Attach supporting documentation).

Remaining Budget – The sum of the Current Contract Phase Amount less Previously Billed less Amount of this Invoice.

Vendor Name – Name of company as indicated in the contract.

Vendor Tier – All first tier Subconsultants/subcontractors are to be listed. Lower tier Subconsultants/subcontractors may be included only if they are used in goal achievement and only upon prior authorization from ALAMEDA CTC. All Subconsultants/subcontractors shall be listed as indicated in the contract. (Please refer to the legend at the bottom of the page.)

Certification – Certification of LBE/SLBE/VSLBE shall be from ALAMEDA CTC/ACTIA’s Affirmative Action Consultant as detailed in the “Alameda County Transportation Improvement Authority Local Business Contract Equity Program” available on the ACTIA website at <http://www.actia2022.com/Opportunities>.

Certification of DBE will be from Caltrans, MTC, or another Caltrans approved agency. (Please refer to the legend at the bottom of the page.)

Mark the appropriate box with an "X". This is crucial for calculation of the formula in the "Actual To Date" columns.

Original Vendor Contract Amount – The amount listed in the original contract broken down by Vendor for a total amount not to exceed that listed in the original contract.

Current Vendor Contract Amount – The current contract amount is that amount listed in the contract with the Subconsultant/subcontractor including all amendments, additional task orders, change orders and extra work.

Percent of Current Vendor Contract Amount – This percentage is based on each individual vendor's percent of the total Current Contract Amount. *(This field is automatically calculated – data should be verified).*

Previously Billed – The total amount invoiced by the Vendor in previous invoices.

Current Invoice – The total amount invoiced by the Vendor in the current invoice (Attach supporting documentation).

Total Invoiced-to-Date – Total amount previously billed plus the current invoice by Vendor as of the date of the invoice. *(This field is automatically calculated – data should be verified).*

Total Paid-to-Date – Total amount paid to the Vendor by the date of the invoice.

% of Contract Invoices – Percentage of contract billed to date. Total Invoiced-to-Date divided by respective portion of Contract Amount. *(This field is automatically calculated – data should be verified).*

SUMMARY OF GOAL PARTICIPATION

Vendor Name – Vendor names as listed in the table above. *(This information will automatically fill in through a link to table above).*

Tier – Tier as listed in the table above. *(This information will automatically fill in through a link to table above).*

No entries are necessary to this section of the form.

Note: The "To Date" columns have a formula which will calculate the participation to date percentage by using, from the "Total Invoiced-to-Date" for the vendor against the "Total Invoiced-to-Date" grand total.

SUBCONSULTANT PAYMENT RECORD

Vendor Name – Vendor names as listed in the table above. *(This information will automatically fill in through a link to table above).*

Date Last Paid – Date of last payment made to Vendor either by Prime or by ALAMEDA CTC.

Amount Paid to Date – Total amount paid to date to the Vendor either by Prime or by ALAMEDA CTC.

Reviewer's Comments – This box is for ALAMEDA CTC's use only.

ALAMEDA CTC Approval – This is for ALAMEDA CTC use only for verification that the Request for Reimbursement has been reviewed for accuracy, is complete and contains the pertinent back-up information.

Phase Legend – Use the Phase Legend when completing the Phase/Description blank at the top of the form.

Tier Legend – Use the Tier Legend when completing the Tier field in the Vendor Costs Table.

Certification Legend – This legend describes the column headings for certifications.

VENDOR CONTRACT INFORMATION FORM INSTRUCTIONS

Immediately after the award of any contract providing services to a given phase, a Vendor Contract Phase Information Form shall be submitted, with a copy of the contract being listed. If there is any change in any information provided regarding any Vendor, or if there is the addition of a Vendor to the project/contract as authorized by amendment, a revised Contract Information Form must be submitted for approval prior to the submittal of subsequent Payment Requests.

Prime Consultant – The name of the Vendor as indicated on the Contract between ALAMEDA CTC and the Vendor for which the Payment Request is being made.

ALAMEDA CTC Project No. – For Capital Projects, the ALAMEDA CTC Project No. as indicated on the Contract. This information is not required for non-Capital Project Contracts.

ALAMEDA CTC Agreement No. – This number is provided by the Project Manager and is for ALAMEDA CTC Use Only.

ALAMEDA CTC Contract No. – This number is the listed on the contract between ALAMEDA CTC and the Vendor for which the Payment Request is being made.

Phase/Description – One of the following as defined in the Contract being reported:

- **Scoping** - A phase set up specifically for projects without adequate definition to develop an overall project delivery plan for all phases. Scoping efforts, and costs, are typically authorized independently of other phases.
- **Preliminary Engineering/Environmental Studies** - This phase includes the engineering and planning efforts necessary to develop the project scope, including details, sufficient to support the assessment of impacts necessary to secure environmental approval and to develop a plausible schedule and cost estimate. These efforts may include conceptual engineering, preliminary engineering and technical studies.
- **Final Design** - This phase includes the detailed engineering required to prepare a final, signed set of plans, specifications and estimates (PS&E). Design work for Design-Build projects is not reported here.
- **Right of Way Support** - This phase includes the labor efforts required to acquire the rights of way necessary to advertise and construct the proposed improvements. These efforts include appraisals and legal support.
- **Right of Way Capital** - This phase includes the non-support costs incurred to acquire the rights of way necessary to advertise and construct the proposed improvements, including easements, title reports, insurance, etc. Labor costs associated with acquiring rights of way should be included in the Right of Way Support phase (described above).
- **Utilities** - This phase includes all costs associated with the protection and/or relocation of utilities necessary to advertise and construct the proposed improvements.

- **Construction Capital** - This phase includes non-support costs incurred as a result of a construction contract awarded for the actual construction of the proposed improvements. Labor costs associated with construction (other than labor costs incurred under the construction contract) should be included in the Construction Engineering phase (described below). Design-build projects should be reported under this phase.
- **Construction Engineering** - This phase includes the labor efforts required to administer the construction contract(s) including construction management, inspection, surveying and staking, and claims negotiations.
- **Equipment Purchase** - This phase includes all non-support costs incurred as result of procuring equipment necessary to realize the proposed improvements. Support costs related to developing specifications for equipment to be purchased should be included in the Final Design phase (described above). Support costs related to negotiating and administering the procurement of equipment should be included in the Construction Engineering phase (described above).
- **General Administration** – This is used for non-Capital Project Contracts.

(Please refer to the legend at the bottom of the page.)

Vendor ID No. – This section is to be left blank by the Vendor. Vendor numbers are assigned by ALAMEDA CTC.

Vendor Type – One of the following: A=Agency, P=Professional Services, C=Construction, S=Supplier (Supplier is defined as a vendor providing goods or materials for the project that are not chargeable as a direct expense). Please refer to the legend at the bottom of the page.

Vendor Tier – One of the following: P=Prime, T1=Tier 1, T2=Tier 2, etc. Vendors lower than Tier 1 are only required if they are used to meet participation goals. (Please refer to the legend at the bottom of the page.)

Vendor Name – Name of company as indicated on the contract.

Vendor Address/City/State/Zip – Address where correspondence and payments are sent to the Vendor.

Contact – Name of the contact person for the Vendor regarding the contract being reported.

Phone/Fax/E-mail – Phone number, fax number and e-mail address for the contact person for the Vendor regarding the contract being reported.

Other Business Name – This section is to be left blank by the Vendor. This section is solely for the use of ALAMEDA CTC.

ACTA/ACTIA Certification Expiration – List the date the LBE, SLBE, VSLBE, and/or DBE, WBE certification will expire. The current listing of ACTA/ACTIA Certified LBEs/SLBEs/VSLBEs can be obtained from the ACTIA website at <http://www.actia2022.com/Opportunities>. For prior certification, contact L. Luster and Associates at (510) 267-6122.

ALAMEDA CTC Approval – Once the form has been reviewed and approved by ALAMEDA CTC, a signed form will be returned to the Sponsor.

Vendor Type Legend - Use the Vendor Type Legend when completing the Type field in the Contract Vendor Information Table.

Vendor Tier Legend - Use the Vendor Tier Legend when completing the Tier field in the Contract Vendor Information Table.

PROGRESS REPORTING PROCEDURE

Progress Reports shall be submitted for each contract (or each phase for contracts related to Capital Projects) on a monthly basis. The Progress Report form is available from ALAMEDA CTC in Microsoft Word 7.0 Format. Details for filling in the report are as follows.

Vendor – The name of the Vendor as indicated on the Contract between ALAMEDA CTC and the Vendor for which the Payment Request is being made.

ALAMEDA CTC Project No. – For Capital Projects, the ALAMEDA CTC Project No. as indicated on the Contract. This information is not required for non-Capital Project Contracts.

Phase/Description – One of the following as defined in the Contract being reported:

- **Scoping** - A phase set up specifically for projects without adequate definition to develop an overall project delivery plan for all phases. Scoping efforts, and costs, are typically authorized independently of other phases.
- **Preliminary Engineering/Environmental Studies** - This phase includes the engineering and planning efforts necessary to develop the project scope, including details, sufficient to support the assessment of impacts necessary to secure environmental approval and to develop a plausible schedule and cost estimate. These efforts may include conceptual engineering, preliminary engineering and technical studies.
- **Final Design** - This phase includes the detailed engineering required to prepare a final, signed set of plans, specifications and estimates (PS&E). Design work for Design-Build projects is not reported here.
- **Right of Way Support** - This phase includes the labor efforts required to acquire the rights of way necessary to advertise and construct the proposed improvements. These efforts include appraisals and legal support.
- **Right of Way Capital** - This phase includes the non-support costs incurred to acquire the rights of way necessary to advertise and construct the proposed improvements, including easements, title reports, insurance, etc. Labor costs associated with acquiring rights of way should be included in the Right of Way Support phase (described above).
- **Utilities** - This phase includes all costs associated with the protection and/or relocation of utilities necessary to advertise and construct the proposed improvements.
- **Construction Capital** - This phase includes non-support costs incurred as a result of a construction contract awarded for the actual construction of the proposed improvements. Labor costs associated with construction (other than labor costs incurred under the construction contract) should be included in the Construction Engineering phase (described below). Design-build projects should be reported under this phase.
- **Construction Engineering** - This phase includes the labor efforts required to administer the construction contract(s) including construction management, inspection, surveying and staking, and claims negotiations.

- **Equipment Purchase** - This phase includes all non-support costs incurred as result of procuring equipment necessary to realize the proposed improvements. Support costs related to developing specifications for equipment to be purchased should be included in the Final Design phase (described above). Support costs related to negotiating and administering the procurement of equipment should be included in the Construction Engineering phase (described above).
- **General Administration** – This is used for non-Capital Project Contracts.

A separate report is required for each active phase if more than one phase is underway during the reporting period.

Project Name – For Capital Projects, the project name is shown on the contract or as furnished by ALAMEDA CTC. For non-Capital Projects the services provided (i.e. Financial Services, Legal Services, etc.).

Date – The date indicates the month(s) for which the information included in the report is valid.

Status –Short statements indicating project progress, meetings, highlights and setbacks.

Actions – Information regarding formal actions or schedule milestones achieved.

Anticipated Actions – Discuss scheduled activities that begin during the next reporting period, items that may need further action, or any action that was not originally necessary but has become necessary.

Schedule Changes – Use the check boxes to indicate schedule status. If the schedule has been modified, a new schedule must be attached.

Scope Changes – Use the check boxes to indicate Project Scope Status. If the project scope has changed, updated information must be included.

Potential Claims – Use the check boxes to indicate the status of potential claims against the project.

General – Use the check boxes to indicate problem areas. It is important that these problems be pointed out early. The description of the problem shall be as detailed as necessary to assist problem solution.

Note – Problems on the project should be reported immediately, as they occur, to Project coordinators verbally and/or in writing. This reporting form is for record purposes and early problem identification is imperative to project success.

PROJECT NAME/SERVICES PROVIDED
Progress Report
(Date)

STATUS

ACTIONS

ANTICIPATED ACTIONS

SCHEDULE CHANGES

- The project/contract remains on its published schedule.
- The revised project/contract schedule is attached for review and confirmation.

SCOPE CHANGES

- The project/contract scope is unchanged.
- The scope of the project/contract has been modified and is attached for review and confirmation (include CCO's over \$20,000 on construction and professional service contracts).

POTENTIAL CLAIMS

- There are no Notices of Potential Claim on file.
- We anticipate a claim regarding the following:
- There are presently ___ Notice(s) of Potential Claim on file. Those not previously forwarded are attached for review and comment.

GENERAL

- At this time we anticipate no problems on the project.

- We anticipate problems in the following area and would appreciate any assistance you could offer:

- We anticipate problems in the following area but do not feel we need your assistance at this time.

AMENDMENT NO. 1
to the
AGREEMENT
between the
ALAMEDA COUNTY TRANSPORTATION COMMISSION
and
ST. MINI CAB CORPORATION

This AMENDMENT NO. 1, dated for reference purposes only on June 30, 2013, is by and between the ALAMEDA COUNTY TRANSPORTATION COMMISSION, a joint powers agency ("ALAMEDA CTC"), and ST. MINI CAB CORPORATION, a California corporation with a place of business at 22990 Clawiter Road, Hayward, California 94545 ("CONSULTANT").

RECITALS

A. ALAMEDA CTC and CONSULTANT entered into that certain Agreement dated August 1, 2012 ("AGREEMENT"), to provide for same day taxi services for seniors and disabled in Central Alameda County ("PROJECT").

B. ALAMEDA CTC and CONSULTANT now wish to amend the AGREEMENT to add additional budget, extend the time period for CONSULTANT's performance of services for the PROJECT, and to make certain clarifying revisions to the cost basis set forth in the AGREEMENT to reflect the parties' common understanding. This AMENDMENT NO. 1 was authorized by the governing body of the ALAMEDA CTC at its meeting on April 26, 2012.

AMENDMENT

1. Total compensation for the services to be performed under the AGREEMENT, as set forth in Article I, Section A, Paragraph 3 of the AGREEMENT, is hereby increased by \$75,000.00 for a total not-to-exceed amount of \$209,400.00.

2. Notwithstanding anything to the contrary contained in the AGREEMENT, the PROJECT completion deadline and term set forth in the AGREEMENT is hereby extended to July 31, 2014.

3. Appendix D, Project Cost Basis, paragraph B (Page D-1) is hereby deleted and replaced in its entirety, during the entire term of the AGREEMENT, with the following:

B. Each completed trip shall be billed to ALAMEDA CTC at a cost of \$14 per voucher (or equivalent to the dollar value printed on the voucher) for trips that do not require a wheelchair accessible taxi and \$22 per voucher for trips requiring wheelchair accessible

IN WITNESS WHEREOF, ALAMEDA CTC has caused this AMENDMENT NO. 1 to be subscribed by the binding authority of ALAMEDA CTC and CONSULTANT and has caused this AMENDMENT NO. 1 to be subscribed on its behalf by duly authorized signees.

CONSULTANT:

ST. MINI CAB CORPORATION

By: Pardeep Goswami 10-10-13
Pardeep Goswami Date
President

ALAMEDA CTC:

ALAMEDA COUNTY TRANSPORTATION
COMMISSION

By: Arthur L. Dao 10/18/13
Arthur L. Dao Date
Executive Director

Recommended:

By: Stewart D. Ng 10/16/13
Stewart D. Ng Date
Deputy Director of Programming
and Projects

Reviewed as to Budget/Financial Controls:

By: Patricia Reavey 10/17/13
Patricia Reavey Date
Director of Finance

Approved as to Legal Form:

By: Wendel, Rosen, Black & Dean LLP 10/18/13
Wendel, Rosen, Black & Dean LLP Date
ALAMEDA CTC Counsel

Alameda CTC Agreement No. A11-0092

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ALAMEDA COUNTY TRANSPORTATION COMMISSION
AND
CITY OF HAYWARD
FOR THE CENTRAL COUNTY SAME DAY TRANSPORTATION PROGRAM**

This Memorandum of Understanding ("MOU") is between the Alameda County Transportation Commission ("Alameda CTC") and the City of Hayward ("COH") (together with COH, the "Parties").

RECITALS

WHEREAS, the Central County Same Day Transportation Program is a Coordination and Mobility Management Pilot (CMMP) Program approved by the governing body of the Alameda CTC on October 27, 2011; and

WHEREAS, the Central County Same Day Transportation Program is an expansion of the Tri-City Taxi Voucher Program and will serve residents of Central Alameda County; and

WHEREAS, Same Day Transportation programs fill a critical need for subsidized same-day transportation for seniors and people with disabilities; and

WHEREAS, the Central County Same Day Transportation Program is budgeted for \$240,000 for a two-year program; and

WHEREAS, residents of COH and surrounding areas served by COH portion of the program represent 72.19% of Central County's eligible population, as identified by the funding formula, and a proportionate amount of the \$240,000 CMMP taxi program cost would be \$173,256; and

WHEREAS, COH reported an ending balance of \$592,754.50 in un-allocated Measure B paratransit funds on their FY 10/11 End of Year Compliance Report Form and COH is projected to receive approximately \$630,950.16 in Measure B paratransit pass-through funds for FY 11/12 and approximately \$664,400.91 in Measure B paratransit pass-through funds for FY 12/13; and

WHEREAS, pursuant to Agreement A07-0026 between COH and the Alameda County Transportation Improvement Authority ("ACTIA"), Alameda CTC's predecessor, regarding the distribution of Measure B paratransit funds to COH, COH is limited to an operational reserve equivalent to three months of their Measure B allocation and must account for a reserve of undesignated funds beyond the operational reserve that is greater than 25% of their annual allocation and the amounts of un-allocated funds listed above exceed these reserve limitations; and

WHEREAS, COH and Alameda CTC have agreed that COH will pay for the proportional amount of \$173,256 of the CMMP cost out of COH undesignated funds; and

Alameda CTC Agreement No. A11-0092

WHEREAS, the parties have further agreed to allow Alameda CTC to retain and distribute \$173,256 from future COH Measure B pass-through paratransit funds as a means to accomplish such payment by COH;

NOW THEREFORE, the Parties mutually understand and agree to the following:

**SECTION I
INTRODUCTION**

1.1 The Recitals above are true, correct and made a part hereof.

1.2 This MOU shall be legally binding on the Parties, and by executing the same, each Party hereby acknowledges that its governing body has given all approvals necessary therefor.

**SECTION II
COSL OBLIGATIONS AND AGREEMENTS:**

2.1 COH authorizes Alameda CTC to retain future Measure B pass-through paratransit funds, in the amount of \$173,256, for the Same-Day Mobility Taxi Voucher Program.

2.2 COH authorizes Alameda CTC to utilize these funds, in the amount of \$173,256, to implement the Central County Same Day Transportation Program.

2.3 COH will work with the Alameda CTC, other Cities as appropriate, and the selected Transportation Provider to implement the Central County Same Day Transportation Program.

**SECTION III
ALAMEDA CTC OBLIGATIONS AND AGREEMENTS:**

3.1 Alameda CTC shall be deemed to be the program manager for the Central County Same Day Transportation Program.

3.2 Alameda CTC shall oversee the advertisement, award, and administration of the Program contract for transportation.

3.3 Alameda CTC shall retain all books, documents, papers, accounting records and other evidence pertaining to costs of the program mentioned herein for not less than three (3) years after the completion thereof. Alameda CTC shall cooperate with COH with an audit of such funds should one be necessary or ordered by a State or Federal agency with jurisdiction over the use of such funds.

**SECTION IV
IT IS MUTUALLY AGREED:**

4.1 All obligations of Alameda CTC under the terms of this MOU are based on the assumption that any remaining funds required for the Central County Same Day Transportation Program will be provided by Measure B Gap funds that have been designated for CMMP pilots.

4.2 If there are any cost increases above the estimated for the Central County Same Day Transportation Program costs, COH and Alameda CTC shall consult with each other to determine a

course of action and cost responsibilities. Such determination will be incorporated into this MOU by a written amendment.

4.3 If upon opening of bids for the program the lowest responsible bid exceeds the estimated cost for the Central County Same Day Transportation Program by more than ten percent (10%), both parties shall work cooperatively to secure the necessary funds and amend this MOU accordingly, or mutually agree to terminate this MOU.

4.4 From and after any termination of this MOU, Alameda CTC shall have no further right or ability to apply the Central County Same Day Transportation Program funds from Measure B to expenses related to the program.

4.5 Neither COH nor any officer 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 MOU. It is understood and agreed that pursuant to Government Code section 895.4, Alameda CTC shall fully defend, indemnify, and save harmless COH from all suits or actions of every name, kind and description brought on, for, or on account of injury (as defined in Government Code section 810.8) 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 MOU.

4.6 Neither Alameda CTC nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COH under or in connection with any work, authority, or jurisdiction delegated to COH under this MOU. It is understood and agreed that pursuant to Government Code section 895.4, COH shall fully defend, indemnify, and save harmless Alameda CTC from all suits or actions of every name, kind and description brought on, for, or on account of injury (as defined in Government Code section 810.8) occurring by reason of anything done or omitted to be done by COH under or in connection with any work, authority or jurisdiction delegated to COH under this MOU.

4.7 Upon termination of this MOU, all documents, including raw data and draft plans, prepared up to the time of termination shall become the property of the Alameda CTC. Notwithstanding the above, Alameda CTC agrees to provide copies of any and all such documents, raw data and draft plans to COH upon request and at no expense to COH.

4.8 The validity of this MOU and of any of its terms and provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of California.

4.9 This MOU, in conjunction with the Program Funding Agreement and applicable Specific Funding Agreements between COH and Alameda CTC, contains the entire understanding between the Parties regarding the program, and no oral understanding or agreement not incorporated herein or therein shall be binding on any of the Parties hereto. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by both of the Parties hereto. This MOU shall be binding upon each party, their legal representatives, and successors.

4.10 This MOU shall terminate on the date Alameda CTC completes the expenditure or distribution of the \$173,256 in Measure B funds retained from COH pursuant to this MOU.

Alameda CTC Agreement No. A11-0092

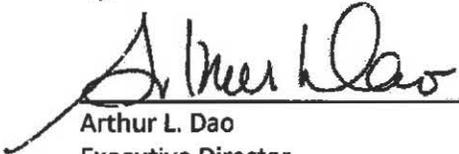
In witness whereof, Alameda CTC has by order caused the MOU to be subscribed by the binding authority of the Alameda CTC and COH has by order caused the MOU to be subscribed by the binding authority of the COH.

ALAMEDA COUNTY TRANSPORTATION COMMISSION

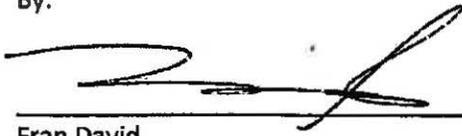
CITY OF HAYWARD

By:

By:



Arthur L. Dao
Executive Director



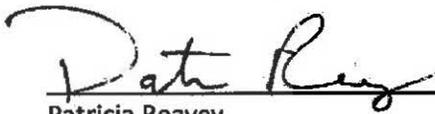
Fran David
City Manager

Recommended by:



Stewart D. Ng
Deputy Director of Programming and Projects

Reviewed as to Budget/Financial Controls:



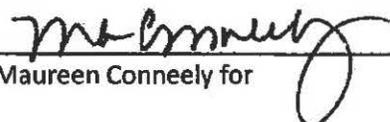
Patricia Reavey
Director of Finance

Approved as to Form and Legality:

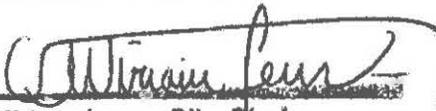


Wendel, Rosen, Black & Dean LLP
Alameda CTC Counsel

Approved as to Form:



Maureen Conneely for
MICHAEL LAWSON, CITY ATTORNEY

ATTEST: 

Miriam Lens, City Clerk



DATE: April 15, 2014

TO: Mayor and City Council

FROM: Development Services Director

SUBJECT: Resolution Appropriating Funds and Authorizing the City Manager to Execute an Agreement for \$74,970 with Francisco & Associates to Provide Engineering and Administration Services Related to Analysis and FY2015 Assessments for the City’s Landscape and Lighting District and Two Maintenance Districts, Analysis Related to a Capital Reserve Study, and Work Related to a Proposition 218 Election to Increase Assessments for Certain Zones/Districts

RECOMMENDATION

That Council approves the attached resolution appropriating funds and authorizing the City Manager to execute an agreement for \$74,970 with Francisco & Associates (Attachment I).

BACKGROUND AND DISCUSSION

The City of Hayward has historically contracted with an outside firm (Francisco and Associates) to provide accounting and special district fund forecasting services for the City’s Landscape and Lighting District No. 96-1 (LLD, comprised of 13 zones) and for its two maintenance districts (Maintenance District No. 1 (MD1) and Maintenance District No. 2 (MD2)). The Development Review Engineer in Planning has utilized such services to prepare reports and recommendations to the City Council and to conduct public meetings regarding the proposed annual assessments.

Because the City is in the process of hiring a Development Review Engineer, Francisco & Associates is recommended to be retained to provide engineering/accounting services in the same capacity it has provided in the past (generally Phase I and II work identified in the attached scope of work, Attachment II). Also, the scope of work includes tasks traditionally performed by the City’s Development Review Engineer (primarily Phase III in the attached scope). Draft reports provided by Francisco and Associates will be reviewed by the Development Services Director, City Engineer, and Maintenance Services staff.

The attached scope of work allows for completion of all outreach to Homeowners Associations, as well as City Maintenance Department and HARD staffs, so that the assessment levels for FY 2015 can be accurately calculated and transmitted in a draft Engineer’s Report to Council. Toward the end of the current fiscal year, staff will return with the final Engineer’s Report and a separate action to conduct public hearings and for City Council to levy assessments for Fiscal Year 2015.

Within the scope of services, Task No. 8 in Phase III calls for the preparation of a Capital Reserve Study for each of the LLD zones and two maintenance districts, to determine the annual amount needed to fund the capital replacement of each facility. Such a comprehensive study/analysis has not been conducted for several years and is needed to ensure adequate capital reserve funds exist to replace facilities should they fail. The study may also reveal that the capital reserve funds balance in certain zones or districts can be reduced, thereby allowing some of those funds to be used for maintenance/operation purposes, resulting in lesser assessments.

Task No. 9 of Phase III relates to conducting outreach and holding a Proposition 218 election related to increasing assessments for MD1 and three LLD zones, envisioned to occur this fall for FY2016 assessments. MD1 was formed to fund the operation and maintenance of a storm drain pumping station that serves the 174 residences and park site in Stratford Village. When it was formed in 1995, it did not include an inflation factor to allow assessments to be increased. As the cost for maintaining facilities in MD1 have increased, and even with augmenting limited funds from associated LLD Zone 4, additional funding is needed. Task 10 in Phase III in the attached scope relates to assessing whether MD1 and LLD Zone 4 can be combined, which would be another way to help ensure sufficient funds exist. That action would also require an affirmative vote of the majority of the residents.

In the three LLD zones referenced above, fund balances have been declining and those zones do not include a CPI adjustment factor as do other zones, preventing maximum assessments from being increased. Once the Capital Reserve Study is completed, it can be determined what amount of maintenance/operating funds and capital reserve funds should exist and therefore, determine if those are sufficient with existing maximum assessments. Should analysis determine they are not, an election will be required to increase the assessment amounts in the three LLD zones.

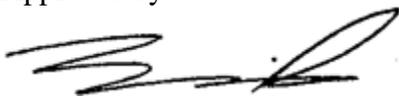
In summary, the recommended contract is structured to address unsustainable situations/balances related to MD1 and certain LLD zones.

FISCAL IMPACT

The costs for outside consultant work, as well as City staff work, including that of the Development Review Engineer, were funded in the past by assessments from the various districts (no General Fund revenues). This contract amount will similarly not involve General Fund revenues and be fully funded by the assessments from the various districts.

Prepared and Recommended by: David Rizk, AICP, Development Services Director

Approved by:



Fran David, City Manager

Attachments:

Attachment I	Resolution
Attachment II	Francisco & Associates Scope of Work

HAYWARD CITY COUNCIL

RESOLUTION NO. 14-

Introduced by Council Member _____

RESOLUTION APPROPRIATING FUNDS AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR UP TO \$74,970 WITH FRANCISCO & ASSOCIATES TO PROVIDE ENGINEERING AND ADMINISTRATION SERVICES RELATED TO ANALYSIS AND FY2015 ASSESSMENTS FOR THE CITY’S LANDSCAPE AND LIGHTING DISTRICT AND TWO MAINTENANCE DISTRICTS, ANALYSIS RELATED TO A CAPITAL RESERVE STUDY, AND WORK RELATED TO A PROPOSITION 218 ELECTION TO INCREASE ASSESSMENTS FOR CERTAIN ZONES/DISTRICTS

WHEREAS, the City of Hayward annually contracts with an outside firm to provide accounting and special district fund forecasting services for Landscape and Lighting and Landscape Districts and Maintenance Districts; and

WHEREAS, the firm of Francisco & Associates has been selected to provide the aforementioned services to the City; and

WHEREAS, the City’s Development Review Engineer traditionally utilized the services of Francisco & Associates to assist with preparation of the Engineer’s Report and Assessment Proposals for the Landscape and Lighting Districts and Maintenance Districts; and

WHEREAS, the City’s Development Review Engineer also coordinated public outreach with property owners and other interested community members and coordinated with other public agencies regarding the proposed assessments; and

WHEREAS, the Development Review Engineer position is currently not staffed; and

WHEREAS, Francisco & Associates has agreed to provide the services previously provided by the Development Review Engineer as additional services in its contract; and

WHEREAS, Francisco & Associates has also agreed to conduct a Capital Reserve Study, assist with conducting a Proposition 218 election to increase assessments for Maintenance District No. 1 and certain Landscape and Lighting District Zones, and to assess whether Landscape and Lighting District Zone 4 can be combined with Maintenance District No. 1, as additional services in its contract.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hayward that the City Manager is authorized and directed to execute a professional services agreement with Francisco & Associates, in an amount not to exceed \$74,970, in a form to be approved by the City Attorney;

BE IT FURTHER RESOLVED, that \$74,970 is appropriated for Fiscal Year 2015 special district accounting and fund forecasting services and specified additional services to be provided by Francisco & Associates.

IN COUNCIL, HAYWARD, CALIFORNIA _____, 2014.

ADOPTED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS:
MAYOR:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST: _____
City Clerk of the City of Hayward

APPROVED AS TO FORM:

City Attorney of the City of Hayward



March 25, 2014

David Rizk
 Development Services Director
 Dept. of Community and Economic Development
 City of Hayward
 777 B Street
 Hayward, CA 94541-5007

Subject: Proposal to Administer the City of Hayward's Landscape & Lighting Assessment District No. 96-1, Maintenance District No. 1 and Maintenance District No. 2 for FY 2014-15

Dear David:

Please find enclosed our proposal to administer the City of Hayward's Landscape & Lighting Assessment District No. 96-1, Maintenance District No. 1 and Maintenance District No. 2 for FY 2014-15. The proposed services will include; analysis of the annual budgets, preparation of the Engineer's Reports, attendance at project team meetings/Council meetings, placement of the assessments on the Alameda County secured property tax roll and assistance with property owner phone calls. In addition we have included an Additional Services section to assist with staff augmentation. The scope of services will consist of:

SCOPE OF SERVICES

The scope of work has been broken down into three (3) phases. Phase I will consist of all work associated with the development of the assessment databases, preparation of the assessment diagrams and Engineer's Reports and attendance at City Council meetings. Phase II will consist of all work associated with placement of assessments on the property tax rolls and assistance with property owner inquiries. Phase III will consist of additional services if the City wants assistance with Staff Augmentation. Below is a detailed listing of each task associated with each Phase.

PHASE I - PREPARATION OF THE ENGINEER'S REPORTS

Francisco & Associates, Inc. will prepare the ensuing year's Engineer's Reports for the Landscaping & Lighting District No. 96-1, Maintenance District No. 1 and Maintenance District No. 2. The reports will include; a description of improvements, the annual budget for each Benefit Zone, the benefit spread methodology, assessment district diagrams detailing each Benefit Zone and a listing of each parcel's assessment within each Benefit Zone. The specific tasks to complete the Engineer's Reports are as follows:

130 Market Place, Suite 160 ~ San Ramon, CA 94583
 (925) 867-3400 ~ fax (925) 867-3415

Task 1 - Project Kickoff Meeting

Meet with City staff to review scope of work, project schedule, any changes to the proposed assessment districts from the previous year and review all tasks required for the annual renewal of the assessment districts. Identify if there were any annexations or de-annexations to the assessment districts which may affect revenues. Identify if there has been any changes in the number and types of improvements that the City is maintaining for the ensuing year. Identify if there have been any legislative changes which may affect the ensuing year's levy of assessments. Discuss methods used to update the assessment rolls, review the assessment methodologies and changes in any Codes affecting the assessment districts.

Task 2 - Collect Available Data

Collect available data from the County Assessor's and County Auditor's office, that is pertinent to the annual administration of the assessment districts, including land use information, building permit information, and Assessor parcel maps. The ensuing year's data would include the secured closed property tax roll from the County, the proposed budgets by Benefit Zone and annexation/de-annexation information for each Benefit Zone from City staff.

Task 3 – Update Parcel Databases

Update the parcel databases to include the most current parcel information such as: property owner name, mailing address, situs address, use code, benefit zone, acreage, units, and any other pertinent parcel attributes that are needed to calculate assessments.

Task 4 - Prepare Assessment Diagrams

Prepare the Assessment Diagrams identifying each Benefit Zone in both hard and electronic format. This includes updating the assessment diagrams to include all parcels that have either annexed or de-annexed into each Benefit Zone from the prior year and identifying any new Benefit Zones that have been created.

Task 5 – Development of Assessment Districts Budgets

Assist with the establishment of expenditure and revenue estimates for each Benefit Zone for the ensuing fiscal year. These estimates will be based upon, but not limited to, maintenance contract costs, utility costs, capital improvement costs, incidental costs (engineering, legal, administration, etc.). Assist with calculating projected Fiscal Year ending fund balances for the ensuing Fiscal Year. Review calculations with City staff prior to the preparation of the Preliminary Engineer's Reports.

Task 6 – Project Team Meetings/Assessment Analysis

Meet with City staff as necessary to address issues pertaining to budgets, improvements, statute requirements and benefits received. Provide analysis of any increase and/or decrease in assessments, as well as contributions to be made from other funding sources. Review mailed and published legal notices and establish dates for public meetings and public hearings, if required. Verify scheduling, and other issues related to continued successful operation of the assessment districts.

Task 7 - Draft Preliminary Engineer's Reports

Based upon the information received at the project kick-off meeting and other team meetings, prepare the Draft Preliminary Engineer's Reports in both hard and electronic formats. The Draft Preliminary Engineer's Reports will include a description of improvements, the ensuing year's maintenance budget for each Benefit Zone, the benefit spread methodology, Assessment Diagram identifying each Benefit Zone and a listing of individual assessments for the ensuing year. In addition we will coordinate with City staff to ensure all tasks are completed for the increasing of assessments, where necessary, including incorporating CPI increases.

Task 8 – Submit the Draft Preliminary Engineer's Reports to City Staff

Submit the Draft Preliminary Engineer's Reports to City staff for review and comment.

Task 9 – Preliminary Engineer's Reports

Based upon the comments received from the City staff on the Draft Preliminary Engineer's Reports, prepare the Final Preliminary Engineer's Reports in both hard and electronic formats and submit ten (10) copies to City staff for City Council approval.

Task 10 – Final Engineer's Reports

Based upon the comments received from the City staff and City Council at the City Council meeting referenced in Task 10 above, prepare the Final Engineer's Reports and Assessment Diagrams in both hard and electronic formats and submit ten (10) copies to the City for City Council approval.

Task 11 - Public Hearing

If requested, attend the Public Hearing regarding the approval of the Final Engineer's Reports and adoption of the Resolution Authorizing the Levy of Assessments.

David Rizk
 March 25, 2014
 Page 4 of 8

Task 12 - Filing of Engineer's Reports, Assessment Diagram and Resolution Authorizing the Levy of Assessments

In accordance with the County's annual submittal requirements, file the Engineer's Reports, Assessment Diagram and Resolution Authorizing the Levy of Assessments with the County Auditor's office.

PHASE II – AUDITOR'S REPORTS AND PROPERTY OWNER ASSISTANCE

Following the Public Hearings, Francisco & Associates will complete the tasks needed to place the ensuing year's assessments on the County's secured property tax roll. Phase III will consist of all work associated with preparation of the Auditor's Reports and Property Owner Assistance.

Task 1 – Auditor's Reports

Francisco & Associates will prepare the annual Auditor's Reports in County approved hard and electronic formats. If there are any rejected parcels resulting from the first submittal we will research them and resubmit to the County to ensure that the City receives all of the assessment revenue they are entitled to.

Task 2 – Final Assessment Roll

Francisco & Associates will provide the City with Final Assessment Rolls in hard copy format (2 copies) and electronic format for their records.

Task 3 - Property Owner Assistance

Francisco & Associates will provide property owner assistance, which will involve researching property owner questions, providing written responses to their questions, if necessary, and coordinating any changes with the County Auditor's office.

PHASE III – ADDITIONAL SERVICES

If requested by the City, Francisco & Associates will provide the additional following services on a time and materials basis or for an agreed upon lump sum fee.

Task 1 –Developer/HOA Budget Meetings

Meet with Developers and/or Board Members of the following Homeowner Associations to review and discuss prior year's revenues and expenditures and to develop the ensuing year's annual maintenance budgets and capital replacement budgets for FY 2014-15. For new developments, identify new improvements which will be turned over to the City for

Francisco & Associates, Inc.

David Rizk
 March 25, 2014
 Page 5 of 8

maintenance in the ensuing fiscal year. Coordinate with Finance Department to ensure HOA invoices are paid.

- a. Prominence
- b. Twin Bridges
- c. Eden Shores
- d. Stonebrae Country Club
- e. Cannery Place

Task No. 2 - Property Owner Meeting Notices

Review prior year's public meeting notices and provide recommended changes to City staff. Obtain the current property owner mailing information from Alameda County for all property owners located within the LLAD, MD No. 1 and MD No. 2. Prepare a mailing list in Microsoft Excel format and remove all non-assessed parcels and duplicate mailing addresses. Provide the Microsoft excel file to City staff for preparation and mailing of public meeting notices.

Task No. 3 – Property Owner Meetings

With coordination from City staff, conduct property owner meetings to solicit input from property owners regarding their issues/concerns about the maintenance of their landscape improvements. Pertinent information obtained at these meetings will be included in the staff reports when the Public Hearings are conducted.

Task No. 4 – Preparation of Staff Reports and Resolutions

Prepares the 3 staff reports and associated resolutions for the following City Council actions. Coordinate with City staff to incorporate comments/changes to these documents before finalizing them.

- a) Resolution of Initiation;
- b) Resolution of Intention; and
- c) Public Hearing

Task No. 5 – City Clerk Coordination

Coordinate with the City Clerk to agendaize each City Council meeting and review and comment on the Draft legal notices that will be published by the City Clerk.

Task No. 6 – County of Alameda Coordination

Coordinate with the County of Alameda Public Works Department to review and comment on their annual budget and invoices for Maintenance District No. 1. Coordinate with Finance Department to ensure Alameda County invoices are paid.

David Rizk
March 25, 2014
Page 6 of 8

Task No. 7 - Hayward Area Recreation & Park District Coordination

Coordinate with the Hayward Area Recreation and Park District regarding the development of their annual budget and invoices for park maintenance. Coordinate with Finance Department to ensure Hayward Area Recreation & Park District invoices are paid.

Task No. 8 – Capital Reserve Study

Conduct a capital reserve study for each zone within the LLAD, Maintenance District No. 1 and Maintenance District No. 2. This will include identifying each capital improvement within each LLAD benefit zone, Maintenance District No. 1 and Maintenance District No. 2 and determine its original useful life, remaining useful life and replacement cost. Calculate the annual amount needed to be budgeted within each LLAD benefit zone, Maintenance District No. 1 and Maintenance District No. 2 to fund the capital replacement of each facility.

Task No. 9 – Assessment Increase – Conduct Proposition 218 Election

Assist with conducting a Proposition 218 election for various zones within the LLAD (Zones 2, 4 and 5) and Maintenance District No. 1. This will include property owner meetings to disseminate information on the need for the assessment increase, preparation and mailing of notices and ballots to each property owner, tabulation of assessment ballots, coordination with legal counsel, and attendance at City Council meetings.

Task No. 10 – Consolidation of LLAD Zone 4 and Maintenance District No. 1

Discuss the possibility of consolidating LLAD Zone 4 with Maintenance District No. 1 with City staff and the City Attorney. This may result in the need to modify the City Code pertaining to the establishment of Maintenance Districts.

Task No. 11 – Additional Services Not Listed Above

With approval from City staff provide additional services not listed above.

David Rizk
 March 25, 2014
 Page 7 of 8

FEE SCHEDULE

The following is a listing of our lump sum fee schedule by Phase.

PHASE I - Preparation of the Engineer's Reports	\$ 20,995 (Lump Sum)
PHASE II - Auditor's Report/Property Owner Assistance	\$ 3,975 (Lump Sum)
PHASE III - Additional Services	\$50,000 (T&M)

The lump sum fee for Phase I and Phase II is broken down by Benefit Zone as shown below:

Zone 1 - Huntwood Avenue & Panjon Street	\$855/yr.
Zone 2 - Harder Road & Mocine Avenue	\$855/yr.
Zone 3 - Hayward Boulevard & Fairview Avenue	\$2,590/yr.
Zone 4 - Pacheco Way, Stratford Road, Ruus Lane, Ward Creek	\$855/yr.
Zone 5 - Soto Road & Plum Tree Street	\$855/yr.
Zone 6 - Peppertree Park	\$855/yr.
Zone 7 - Mission Boulevard, Industrial Parkway, Arrowhead Way	\$2,590/yr.
Zone 8 - Capitola Street	\$855/yr.
Zone 9 - Orchard Avenue	\$855/yr.
Zone 10 - Eden Shores	\$2,590/yr.
Zone 11 - Stonebrae Country Club	\$2,590/yr.
Zone 12 - Eden Shores East	\$2,590/yr.
Zone 13 - Cannery Place	\$2,590/yr.
Maintenance District No. 1	\$855/yr.
Maintenance District No. 2	\$2,590/yr.

The estimated T&M fee for each Task is shown below:

Task No. 1 - Developer/HOA Budget Meetings	\$5,800
Task No. 2 - Property Owner Meeting Notices	\$1,160
Task No. 3 - Property Owner Meetings	\$2,320
Task No. 4 - Preparation of Staff Reports and Resolutions	\$6,960
Task No. 5 - City Clerk Coordination	\$ 435
Task No. 6 - County of Alameda Coordination	\$2,320
Task No. 7 - HARD Coordination	\$2,320
Task No. 8 - Capital Reserve Study	\$10,000
Task No. 9 - Conduct Proposition 218 Election	\$15,000
Task No. 10 - Consolidation of LLAD Zone 4 and MD No. 1	\$1,160
Task No. 11 - Additional Services	<u>\$2,525</u>
Total	\$50,000

David Rizk
 March 25, 2014
 Page 8 of 8

Francisco & Associates, Inc. will invoice the City for Phase III and a time and materials basis per the hourly fees shown below.

Employee Classification	Hourly Rate
Principal Engineer	\$145 /Hour
Project Manager	\$145 /Hour
Project Engineer	\$125 /Hour
Associate Engineer	\$100 /Hour
Senior Financial Analyst	\$95 /Hour
Financial Analyst	\$80 /Hour
CADD/GIS Operator	\$80 /Hour
Clerical	\$55 /Hour

Reimbursable items such as mailing services (e.g. property owner postcard mailing), postage, mileage, county assessor data, will be billed at cost plus 15%, Mileage will be invoiced at \$0.56/mile.

TERMS

Francisco & Associates will invoice the City on a monthly basis for services performed during the previous month. The City will pay undisputed invoices within 30 days of receipt of invoice.

If you have any questions regarding the proposal please contact me at (925) 867-3400.

Sincerely,
 FRANCISCO & ASSOCIATES, INC.



Joseph A. Francisco, P.E.
 Principal

Enclosure

Francisco & Associates, Inc.

DATE: April 15, 2014

TO: Mayor and City Council

FROM: Acting Human Resources Director

SUBJECT: Adoption of a Resolution Authorizing Amendment of the Salary and Benefits Resolution for the Unrepresented Management, City Attorney, and Human Resources Employees

RECOMMENDATION

That the City Council adopts the attached Resolution approving an amendment to the Salary and Benefits Resolution for the Unrepresented Management, Human Resources and City Attorney Employees.

BACKGROUND

On February 10, 2014, the City of Hayward received a request from the current incumbents of the Executive Assistant classification to be removed from the Service Employees International Union, Local 1021- Clerical and Related Unit (“SEIU”) and into the Unrepresented group due to a conflict of interest. Based on the content of the request, the City Manager evaluated the request, pursuant to Personnel Rule 17.09(E), which provides that “the City Manager may modify any representation unit, when, in the City Manager’s opinion, the present representation unit is no longer appropriate.”

The City of Hayward’s Employer-Employee Relations rules are designated in the City’s Personnel Rules 17.00 through 17.19. Personnel Rule 17.08 - Establishment of Representation Units provides criteria for the establishment of representation units. The guiding principle states, “An appropriate unit shall be that unit determined by the City Manager to be the largest feasible grouping of employees which have a community of interest.”

Other factors that are to be considered include:

1. Which unit will assure employees the fullest freedom in the exercise of rights set forth herein.

2. The history of employer-employee relations in the unit, among other employees of the City, and in similar public employment; provided, however, that no unit shall be established solely on the basis of the extent to which employees in the proposed unit have organized.
3. The effect of the unit on the efficient operation of the City and sound employer-employee relations.
4. The extent to which employees have common skills, working conditions, job duties or similar educational requirements.
5. Management and confidential employees shall not be included in a representation unit with non-management and non-confidential employees.
6. No positions of employment shall be included in more than one representation unit.

DISCUSSION

Incumbents in the Executive Assistant classification provide highly responsible, complex, and sensitive administrative and technical support to the Mayor, the City Council, and the City Manager's Office. This work often exposes these employees to confidential labor and employee relations information and data.

On February 10, 2014, the City of Hayward received a request from the two current incumbents of the Executive Assistant classification to be removed from SEIU and included in the Unrepresented group. The incumbents in the Executive Assistant classification expressed having a direct conflict of interest with their current representation causing an inability to perform the full scope of their job duties.

The City Manager evaluated the request pursuant to Personnel Rule 17.09(E). The analysis for making a determination utilized the guiding principle and the six factors to determine the appropriateness of moving the Executive Assistant classification to the Unrepresented group. The City Charter and the job specification that consist of the knowledge, skills, abilities, experience and licensing/certification requirements of the classification were reviewed to determine whether there was a "community of interest" with other classifications in the Unrepresented group. In addition, there was a survey of other agencies with a similar job classification to compare Hayward's existing structure and the request to move to the Unrepresented group to those in comparable agencies.

Inclusion of the Executive Assistant classification in the SEIU clerical and related unit is problematic given this is the only classification with access to confidential labor and employee relations information that currently resides in the unit and all other classifications with this same access are in the Unrepresented group. In contrast, with respect to working conditions and job duties, all classifications in the Unrepresented group are required to have access to confidential labor and employment relations information as part of their daily work routine. For example, classifications in Human Resources directly participate in labor negotiations and are included in the Unrepresented unit and not any other unit. The Executive Assistant is no different in this regard.

In comparison to other agencies, the City of Hayward is the only City that places a similar position with other clerical staff. The common theme with other agencies is that a similar position to that of the Executive Assistant at Hayward is placed in a unit that also includes management, confidential and/or human resources classifications. For example, the City of Richmond has placed the Executive Assistant to the City Manager in the Confidential Management Unit, the City of Berkeley has placed the Secretary to the City Manager in the Unrepresented group, and the City of Santa Clara has placed the Executive Assistant to the City Manager/Mayor and Council in the Unclassified Miscellaneous Management group. The groups at these cities also include other executives, confidential, management, and human resources employees in the same manner as Hayward's Unrepresented group.

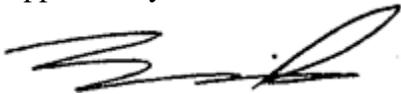
Upon completion of the analysis, pursuant to Section 17.09(E), the City Manager determined that the Executive Assistants should be moved to the Unrepresented group effective March 7, 2014 because: 1) The current classifications within the Unrepresented group have similar and in many cases identical job requirements and duties as they relate to working with and access to confidential labor and employee relations matters; 2) Section 1100 of the City Charter provides that the position of Executive Assistant is part of the Unclassified Service, similar to other positions in the Unrepresented group; and 3) The incumbents in the Executive Assistant classification expressed having a direct conflict of interest with their current representation causing an inability to perform the full scope of their job duties. The City Manager decided that the movement of the Executive Assistant classification to the Unrepresented group provides for the largest feasible grouping of employees which have a community of interest.

FISCAL IMPACT

The proposed change is administrative. There is no fiscal impact associated with amending the Salary and Benefits Resolution for the Unrepresented Management, Human Resources, and City Attorney Employees. The Executive Assistant positions are currently funded in the adopted budget for FY 2014.

Prepared and Recommended by: Nina S. Collins, Acting Human Resources Director

Approved by:



Fran David, City Manager

Attachments:

Attachment I Resolution Authorizing Amendment of the
Salary and Benefits Resolution for the

Unrepresented Management, City Attorney
and Human Resources Employees

HAYWARD CITY COUNCIL

RESOLUTION NO. 14-

Introduced by Council Member _____

RESOLUTION AUTHORIZING AMENDMENT OF THE SALARY AND BENEFITS RESOLUTION FOR THE UNREPRESENTED MANAGEMENT, CITY ATTORNEY AND HUMAN RESOURCES EMPLOYEES

WHEREAS, Section 17.09 (E) of the City of Hayward Personnel Rules provides that the “City Manager may modify any representation unit, when, in the City Manager’s opinion, the present representation unit is no longer appropriate;” and

WHEREAS, the current incumbents of the Executive Assistant classification requested that the classification be removed from Service Employees International Union, Local 1021- Clerical and Related Unit (“SEIU”) and into the Unrepresented Management, City Attorney and Human Resources Employee (“Unrepresented”) group due to a conflict of interest; and

WHEREAS, the City Manager reviewed the request pursuant to Section 17.09(E) of the City of Hayward Personnel Rules and conducted an analysis and determined that the Executive Assistant classification should be moved to the Unrepresented group effective March 7, 2014.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the amendment s to the Unrepresented Management, City Attorney and Human Resources Employees Salary and Benefits Resolution, effective March 7, 2014, a copy of which is attached as Exhibit 1.

IN COUNCIL, HAYWARD, CALIFORNIA _____, 2014

ADOPTED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS:
MAYOR:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST: _____
City Clerk of the City of Hayward

APPROVED AS TO FORM:

City Attorney of the City of Hayward

DATE: April 15, 2014

TO: Mayor and City Council

FROM: Assistant City Manager

SUBJECT: Public TEFRA Hearing as Required by the Internal Revenue Code of 1986, and adoption of a Resolution Authorizing the Issuance of Bonds by the California Statewide Communities Development Authority in Connection with the Faith Manor Apartments

RECOMMENDATION

That the City Council:

- a) Conducts a public hearing to consider the issuance of Tax-Exempt Multifamily Housing Revenue Bonds by the California Statewide Communities Development Authority (the “Authority”) to assist in the financing of the rehabilitation of Faith Manor Apartments; and
- b) Adopts the attached Resolution approving the issuance by the Authority of Tax-Exempt Multifamily Housing Revenue Bonds for purposes of Section 147 (f) of the Internal Revenue Code of 1986.

BACKGROUND

Faith Manor is an apartment complex built in 1966 consisting of sixty-two units spread throughout twenty-four two-story townhouse-style buildings located at 971-1001 Forselles Way and 27601 Tyrell Avenue in Hayward (the “Project”). There are twenty-five two-bedroom and thirty-seven three-bedroom apartments in the Project.

In 1999, Glad Tidings Community Development Corporation¹ (“GT CDC” or the “Borrower”) purchased the Project and other properties in the area in an effort to help revitalize a community in decline due to crime and other blighting conditions. One of GT CDC’s objectives in acquiring the Project was also to provide much needed safe, affordable housing to existing area residents.

GT CDC is a community development corporation founded by Glad Tidings Church of God in Christ in 1992 under the leadership of Bishop JW Macklin. Bishop Macklin’s

¹ Formerly Northern California Community Development.

goal is to transform the neighborhood by investing in the local community. To this end, GTCDC focuses on providing affordable housing, workforce development, healthcare, and other services for the community health and benefit.

DISCUSSION

There have been no substantive upgrades to the Project since its acquisition. As a consequence, the Project’s major systems are now showing serious signs of deterioration while some areas require immediate repairs. To address the Project’s repair needs and obtain the financing necessary for this purpose, GTCDC has formed a development team that includes the the California Statewide Communities Development Authority (“the Authority”).

The Authority was created in 1988, under California’s Joint Exercise of Powers Act, to provide California’s local governments with an effective tool for the timely financing of community-based public benefit projects. The Authority’s goal is to stimulate economic development throughout California by financing projects that provide public benefit by creating jobs, health care, affordable housing, infrastructure, schools and other fundamental services that enrich and improve the quality of life in local communities. Over five hundred California cities, counties and special districts have entered into and executed a cooperation agreement to become a member of the Authority, including the City of Hayward.

Project Financing. GTCDC has partnered with the Authority because of the Authority’s ability to issue tax-exempt bond financing in its capacity as a Joint Powers Authority, organized and existing under the laws of the State of California. In addition to the Tax-Exempt Bonds (the “bonds”), the Project financing includes a seller carryback loan and Low-Income Housing Tax Credits (“tax credits”). Together, tax credits and bonds provide the most favorable financing for affordable housing projects. The following is a summary of the permanent sources of funding to cover the Project costs:

<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
Tax-Exempt Bond Loan	\$8,022,800
Seller Financing	4,600,000 *
Tax-Credit Equity	4,955,680
Deferred Developer Fee	<u>700,000</u>
TOTAL SOURCES	\$18,278,480

* A limited partnership (consisting of a general and a limited partner) will need to be formed in order to obtain the tax credits and to own the Project. To achieve this, GTCDC will transfer the property to the general partner utilizing a soft, favorable carryback loan.

Scope of Rehabilitation. The rehabilitation will focus on two main goals: (1) preserve, repair, and protect the buildings in order to extend their useful life, and (2) increase the Project's green attributes by improving electrical efficiency by at least 20% and enhancing water efficiencies.

Even though there will be a focus on preventing water intrusion and replacement of windows to extend the buildings' useful life, the scope of work will also include the following:

- Repair of pavement in parking lot areas.
- Replacement of roofs with a new forty-year warranty composition shingle roof.
- Thorough cleaning and patching of second-floor decks and application of sheet metal flashings for subsequent reinforcement with fiberglass deck coating.
- Inspection and repair, as needed, of entry doors.
- Patching and cleaning of exterior stucco.
- Replacement of kitchen cabinets and doors, flooring, and bathroom sinks and mirrors of all the units.
- Application of a fresh coat of low-VOC paint to all the buildings.

To improve the project's energy performance, replacement and repair of several components will be necessary. This will include:

- Installation of new dual-glazed, vinyl-clad, low-e windows.
- Replacement of patio doors.
- Installation of high efficiency water heaters.
- Replacement of bathroom exhaust fans with energy-star fans and installment of a humidistat to help control interior moisture levels.
- Replacement of all appliances to include energy-star refrigerators and more energy-efficient dish washers, garbage disposals, ranges, and range hoods.
- Inspection of shower mixing valves and replacement as necessary.
- Replacement of kitchen faucets and bathroom lavatory aerators with water-saving aerators.

Upon completion of all the above improvements, the property will offer new, more efficient, modern amenities for the benefit of the residents. This will include energy-efficient electric stoves, refrigerators, garbage disposals, furnaces, water heaters, windows and patio doors, as well as new carpeting, tile, and hardwired smoke and carbon monoxide detectors.

Seismic Retrofit. A structural engineer has completed a survey of the property to assess the condition of the building's tuck-under parking and has recommended some seismic retrofit. This item has been added to the scope of work and the funding has been identified to perform the retrofit recommended by the structural engineers. This was a condition of the City to facilitate the TEFRA hearing (more on this in the next section) and a requirement of the federal Department of Housing and Urban Development (HUD)

to guarantee the Project's bond financing through a FHA Section 221(d)(4) loan guarantee.

Long-Term Affordability Relocation Plan. To meet the requirements of the funding sources, GTCDC will record covenants against the property to ensure the apartments remain affordable for fifty-five years to very low and low-income families (in 2014, those earning \$46,750 or \$56,100 or less for a family of four, respectively).

The results of a Needs Assessment Survey of the Project showed that 90% of the residents (or about fifty-six families) earn incomes that qualify them as low or very-low income. Six households earn incomes above the low and very low-income limits. These six households will be permanently relocated pursuant to a Relocation Plan (the Plan) prepared by Autotemp, an acquisition and relocation firm retained by GTCDC to oversee the permanent or temporary relocation of residents.

GTCDC has ensured that there are adequate funds in the Project budget to pay for all relocation expenses. Even though no Project funding source triggers Federal relocation requirements, the Plan will be implemented in conformity with the standards and provisions set forth in the Uniform Relocation Act (46 U.S.C. S. 4600 et seq.), its implementing regulations (49 C.F.R Part 24), and all other applicable regulations and requirements.

Families permanently displaced will be provided with at least a ninety-day notice and will not be relocated unless comparable replacement housing (as defined by the Plan) has been identified. Temporarily-displaced families will receive a Notice of Non-Displacement, a ninety-day notice prior to their need to temporarily relocate, followed by a thirty-day notice, and a final seven-day notice.

TEFRA Hearing.

The Borrower has requested that the Authority serve as the conduit issuer of the bonds in an aggregate principal amount not to exceed \$10,000,000. The proceeds of the bonds will enable the Borrower to finance the acquisition (by the new limited partnership) and rehabilitation of the Project.

To issue the bonds, the Borrower and the Authority need to submit an application for an allocation of the State's ceiling of private activity bonds to the California Debt Limit Allocation Committee (CDLAC). The Authority and the Borrower filed the application with CDLAC on March 14th. CDLAC's rules also require that the jurisdiction in which the bond-financed project is located adopt a resolution approving the issuance of the bonds by the issuing entity (the Authority in this case) in order to comply with the Tax Equities and Fiscal Responsibility Act of 1982 (TEFRA). The Authority and the Borrower must provide proof of compliance with this requirement as soon as possible to allow CDLAC to issue a Forward Commitment Letter for the Project which is needed to obtain the FHA Section 221(d)(4) program financing.

Another requirement of tax-exempt bond financing is that the City must conduct a public hearing (the “TEFRA Hearing”) to provide the members of the community an opportunity to comment on the use of tax-exempt bonds to finance the Project. The TEFRA Hearing must be noticed in a newspaper of general circulation two weeks before the hearing. Following the TEFRA Hearing, the “applicable elected representatives” of the jurisdiction where a project to be financed with “private activity bonds” is located, must adopt the resolution approving the issuance of such bonds by the issuing entity. The City Council is being asked to hold such public hearing which was noticed in the Daily Review on April 1st, as required by TEFRA.

ECONOMIC IMPACT

The results of Needs Assessment Survey of the Project showed that 90% of the current tenants (or about fifty-six families) earn incomes that qualify them as low or very-low income. Therefore, the proposed rehabilitation will not only improve the project’s viability but will also ensure the affordability of the units to families already residing in Hayward as a result of the long-term covenants that the agencies providing financing for the Project will record against the property. The following are additional benefits of the Project rehabilitation:

- **Improved Project sustainability:** as mentioned in the previous section, the goal of the rehabilitation work is not only to extend the buildings’ useful life but also to improve the Project’s electrical efficiency (by at least 20%) and improve water efficiencies. The seismic retrofit of the Project and the reduction of its carbon footprint and are in line with City Council priorities of a safer and greener Hayward.
- **Improved property management and mandated resident services:** the Tax Credit Allocation Committee (TCAC) will require GTCDC to demonstrate management experience in order to receive the tax credit equity investment. Through close and frequent monitoring visits and audits, TCAC will ensure that the property is well managed and that services adequate for the resident population are provided throughout its compliance period - the first fifteen years after completion of the rehabilitation. To meet this requirement, GTCDC is considering contracting with area management companies qualified in the management of low-income rental properties, including Eden Housing Management, Inc., the property management subsidiary of Eden Housing, Inc.
- **Regional Housing Needs Allocation (RHNA):** although new deed-restricted affordable units will be created within the City limits, they City will not receive full credits towards State-mandated RHNA targets. However, the Project will be reported on the corresponding Annual Housing Element Progress Report as a project that helps the City further its first Housing Element goal: to conserve and improve the existing housing stock.

- Local employment: it is expected that the General Contractor will hire local workers to assist in the construction.

In sum, GTCDC believes that addressing the Project's rehabilitation needs and enhancing its management will improve the property's operating performance and, therefore, ensure its long-term affordability and viability. For the City, this Project advances Council priorities and the Housing Element goals.

FINANCIAL IMPACT

The bonds will be issued by the Authority – not the City. As a consequence, the bonds will not constitute an indebtedness or obligation of the City. The faith and credit or any taxing power of the City will not be pledged to the payment of the principal or interest on the bonds and the City will not be liable or obligated to pay the principal or interest on the bonds. The bonds will be special, limited obligations of the Borrower payable solely from the loan repayments made by the Borrower. Finally, GTCDC will reimburse the City for all costs in connection with this TEFRA Hearing, including the cost of publication of the hearing notice and staff time required for the preparation of this report.

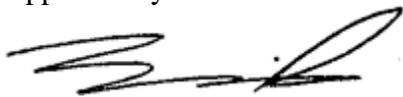
NEXT STEPS

Notice of the TEFRA hearing was published in the Daily Review on April 1, 2014. No additional actions by the City Council or City involvement (other than planning approvals and/or building permits or inspections, if any) are necessary for the issuance of the bonds by the Authority or for the implementation of the Project.

Prepared by: Omar Cortez, Housing Development Specialist

Recommended by: Kelly McAdoo, Assistant City Manager

Approved by:



Fran David, City Manager

Attachment I Resolution Approving the Issuance of Tax-Exempt Multifamily Housing Revenue Bonds

HAYWARD CITY COUNCIL

RESOLUTION NO. _____

Introduced by Council Member _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HAYWARD APPROVING THE ISSUANCE OF
QUALIFIED RESIDENTIAL RENTAL PROJECT
BONDS IN ACCORDANCE WITH SECTION 147(F) OF
THE INTERNAL REVENUE CODE

WHEREAS, Glad Tidings Community Development Corporation, a nonprofit public benefit corporation (the “Sponsor”), has requested that the California Statewide Communities Development Authority (the “Authority”), a joint powers authority of which the City is a member, participate in the issuance of one or more series of revenue bonds in an aggregate principal amount not to exceed \$10,000,000 (the “Bonds”) to finance the acquisition and rehabilitation a 62-unit affordable multifamily rental housing development (the “Project”) located at 971 Forselles Way through 1001 Forselles Way, and 27601 Tyrrell Avenue in the City of Hayward, California (the “City”) to be owned and operated by a limited partnership to be formed by the Sponsor, or an affiliate thereof (the “Borrower”); and

WHEREAS, all or a portion of the units in the Project are expected to be occupied by persons or families of low or very low income; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, requires the City Council of the City (the “City Council”), as the elected representative of the City, the host jurisdiction of such facilities, to approve the issuance of the Bonds after a public hearing has been held following reasonable notice; and

WHEREAS, a public hearing was held by the City on the 15th day of April, 2014, at the City Council’s meeting which commenced at the hour of 7:00 p.m. in the City Council Chambers, 777 B Street, Second Floor, Hayward, California 94541, following duly published notice thereof, and all persons desiring to be heard have been heard; and

WHEREAS, it is in the public interest and for the public benefit that the City Council, as the elected representative of the City, the host jurisdiction of such facilities, approve the issuance and delivery of the Bonds by the Authority; and

WHEREAS, the Authority has also requested that the City Council approve the issuance of the Bonds by the Authority to satisfy the requirements of Section 9 of the Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the “Agreement”), among certain local agencies, including the City;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hayward, as follows:

Section 1. The City finds and determines that the foregoing recitals are true and correct.

DATE: April 15, 2014

TO: Mayor and City Council

FROM: Library and Community Services Director

SUBJECT: FY 2015 Community Agency Funding Recommendations including Community Development Block Grant (CDBG), Social Services, and Arts/Music

RECOMMENDATION

That Council reads this report and adopts the attached resolution (Attachment I) approving the Citizen Participation Plan and CDBG Annual Action Plan for FY 2015.

SUMMARY

The FY 2015 Community Agency Funding recommendations for the Community Development Block Grant (CDBG), Social Services, and Arts/Music grant programs are presented in this report. The FY 2015 funding recommendations were achieved using a single application and review process, conducted in compliance with the City's federally-mandated CDBG [Citizen Participation Plan](#), and supported by the efforts of the Community Services Commission (CSC). The FY 2015 Funding Recommendations Chart is provided as Attachment II. The CSC's funding recommendations and the staff's funding recommendations are identical.

Allocations of federal FY 2015 CDBG funds are subject to budget authorization by Congress. Allocations of Social Services and Arts/Music funds are subject to Council authorization in the City's FY 2015 budget. Because the final amounts of available funding are not yet known, the FY 2015 Funding Recommendations were established using estimates of available funding. When the exact amount of available funding has been determined, the recommended allocations will be adjusted as needed on a percentage basis.

BACKGROUND

FY 2015 CDBG Program Overview

During FY 2015, the City will administer CDBG funds received from the U.S. Department of Housing and Urban Development (HUD), which are estimated to be \$1,329,000. CDBG regulations stipulate that funds directly benefit low-income residents and neighborhoods, with activities restricted to "Public Services" and "Infrastructure" projects. This may include housing and homelessness prevention services, facilities rehabilitation, economic development, and capacity building.

Because of Hayward's population size, it is considered a CDBG Entitlement jurisdiction, and as such, formula funding is provided annually upon HUD's approval of Council's CDBG allocations, which forms a

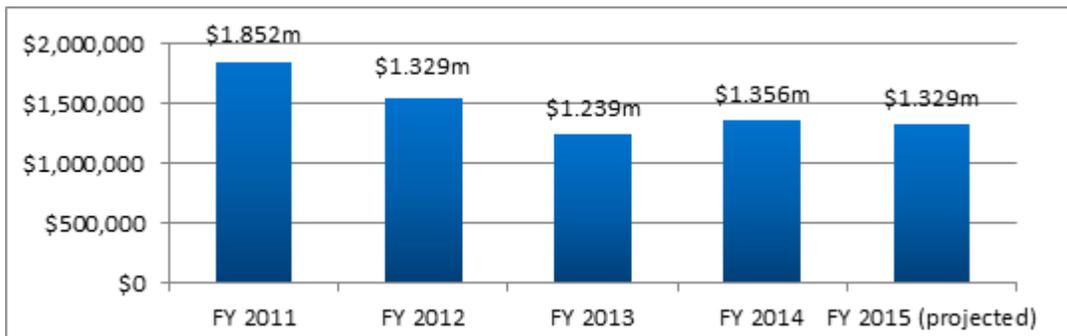
substantive portion of the City's Annual Action Plan. The formula by which CDBG Entitlement funding is determined considers the total Congressional budget appropriation to HUD, and is calculated according to each Entitlement jurisdiction's population size and poverty level derived from the most recent Census data.

On January 17, 2014, Congress authorized the consolidated federal FY 2014 Appropriations Act, which resulted in a 1.5% reduction to CDBG Entitlement jurisdictions from FY 2013 appropriation levels. Additionally, twelve new CDBG Entitlement jurisdictions were established in FY 2014, further diminishing the availability of funds to each grantee. Reductions in the federal budget continue to diminish the City's CDBG formula allocation from HUD. The City's CDBG Entitlement allocation has shrunk approximately 28% over the last five fiscal years, as indicated in the chart in Figure 1.

Reductions to the CDBG program at the federal level have impacted financial support for essential community and economic development activities, including grants to nonprofit agencies to support housing-related services. Federal reductions to the CDBG program have also reduced the program's administration and planning budget, providing fewer staff resources to administer the grant, in spite of the CDBG program's administratively complex and process-laden requirements.

Based on the aforementioned factors that will impact the City's grant size, staff estimates an approximate 2% reduction from the prior year's allocation, resulting in an estimated allocation of approximately \$1,329,000 to the City in FY 2015.

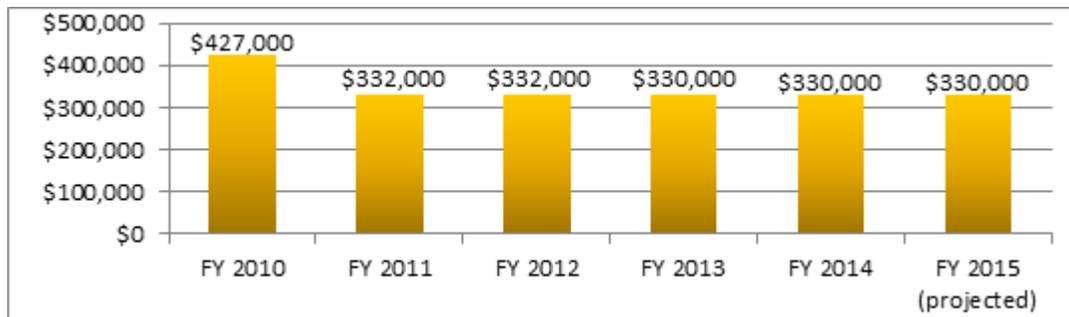
Figure 1. City of Hayward CDBG Entitlement Funding Levels



FY 2015 Social Services Program Overview

The City's Social Services Program makes grants from the General Fund to support an array of services to low-income Hayward residents. The total amount of funding allocated for Social Services Program grants has been reduced approximately 23% over the past five fiscal years, which is consistent with the reduction in the City's budgeted expenditures overall (Figure 2). As a starting point for the FY 2015 application process, it was estimated that total funding for Social Services grants in FY 2015 would potentially remain at the same level as in FY 2014 at approximately \$330,000.

Figure 2. City of Hayward Social Services Grant Program Funding Levels



Because Social Services program funds are sourced from the City’s General Fund, it is not yet known what amount, if any, Social Services funding will be available for allocation in FY 2015. Presentation of the City Manager’s Recommended Budget to Council is scheduled in May 2014; Council adoption of the budget is scheduled in June 2014.

FY 2015 Arts/Music Grant Program Overview

The City administers grants from the General Fund to support Arts/Music programs for the benefit of Hayward residents. Because Arts/Music programs are funded from the City’s General Fund, it is not yet known how much, if any, Arts/Music funding will be available until Council adoption of the FY 2015 budget. As a starting point for the FY 2015 application process, it was estimated that the funding for Arts/Music program grants in FY 2015 would be comparable to the FY 2014 amount with an additional 10% for fiscal sponsorship fees, totaling \$81,950.

DISCUSSION

Integrated Application Review and Funding Recommendation Process

All applicants used the same “common” application regardless of the type of service proposed or source of funding sought. Applicants submit their funding requests electronically using the web-based City Data Services system. A complete copy of the application materials was posted to the City’s website.

The application materials included instructions, project eligibility guidelines, CDBG income limits, and Council Priorities. Applicants were asked to describe in their applications how the services proposed would support one or more of the Council Priorities and, as applicable, HUD’s Performance Measures for CDBG.

The application materials included an explanation of the purpose and limitations of the CDBG program and advisories that up to 15% of CDBG funds may be used for Public Services, as defined by the CDBG Regulations and Council’s Priorities and Categories of Need. The application materials included information about the City’s Social Services program, which is funded by the City’s General Fund, and provides grants to support other types of community services that are outside the parameters of the CDBG program.; and, included information about the Arts/Music program, which is funded by the City’s General Fund.

Fifty-six applications were submitted before the October 25, 2013 deadline. No late applications were received. Applications were grouped into four major categories so that similar applications would be evaluated in cohorts (Figure 3). Because of the large number and range of applications in the “Social Services” category, that category was further divided into four sub-categories.

All applications were reviewed by the [Community Services Commission](#) (CSC). The CSC is a commission of the City established by Council ordinance, comprised of fifteen qualified Hayward electors who are appointed by City Council. The role of the CSC is to “advise the City of Hayward as to the most effective means of allocating available resources for community services.” In addition to providing this valuable service to the City of Hayward, the CSC also fulfills the Citizen Participation requirements set forth by the U.S. Department of Housing and Urban Development for allocation of CDBG funding.

Figure 3. Community Agency Funding Categories and Sub-Categories

Category	Fund Source	Category (or Sub-Category) Description
Infrastructure	CDBG	Affordable housing development, housing rehabilitation, nonprofit facility improvements, economic development, capacity building. Requires compliance with federal regulations to document client income eligibility and financial management.
Public Services*	CDBG	Housing and homelessness prevention services which include fair housing, coordination and operations of permanent supportive housing, homeless shelters, and transitional housing programs. Also subject to compliance with federal regulations to document client income eligibility and financial management. <u>CDBG regulations impose a 15% cap on the amount of funds allocated in this category.</u>
Social Services	General Fund	<p>A. <i>Crises Prevention and Intervention:</i> Safety net services such as food pantries, information and referral systems, and case management for vulnerable populations, and support services for victims of domestic violence and/or other abuse.</p> <p>B. <i>Health and Wellness:</i> Health-related activities that include mental health assessment, therapeutic counseling, case management, and other activities that improve overall health and wellness.</p> <p>C. <i>Education and Youth Services:</i> Activities that directly benefit children, adolescents, and young adults with emphases on academic support, leadership development, and safety net services.</p> <p>D. <i>Seniors and People with Disabilities:</i> Activities that improve accessibility, and improve and prolong independent living for seniors and people who have disabilities.</p>
Arts and Music	General Fund	Arts and music programs that benefit Hayward residents, with an emphasis on activities that support youth education.

**NOTE: Federal regulations impose a 15% cap on the amount that can be allocated that in the “CDBG Public Services” category; projects recommended for funding in this sub-category total \$253,000, which is the amount estimated to be available for FY 2015 in consideration of the 15% cap.*

Application Review Committee Structure

Community Services Commissioners reviewed all of the applications and provided comments and questions for each of the applicants online via the City Data Services system. There were three separate Application Review Committees (ARCs): the “Infrastructure” committee; the “Services” committee; and the “Arts and Music” committee. Each committee interviewed all applicants assigned to that category.

- The “Infrastructure” committee was chaired by Commissioner Peggy Guernsey. Also serving on this ARC were Commissioners Bonilla, Chiasson, Davis, Evans, and Fagalde. The committee interviewed applicants in that category on Saturday, November 16, 2013, and presented preliminary recommendations to the full Commission on Wednesday, November 20, 2013. After discussion, the CSC established its official draft funding recommendations in that category on that evening, and a Public Comment period was subsequently opened. The Public Comment period extended from November 28, 2012 to February 19, 2014.
- The “Services” committee was chaired by Commissioner Linda Moore. Also serving on this ARC were Commissioners Balram, Chiasson, Evans, Fagalde, Frink, and Guernsey. The committee interviewed applicants on Saturday, December 7, 2013 and Saturday, January 11, 2014, and presented preliminary funding recommendations to the full Commission on Wednesday, January 15, 2014. After discussion, the Commission established its official draft funding recommendations that evening, and a thirty-day Public Comment period was subsequently opened.
- The “Arts/Music” committee was chaired by Commissioner Julius Willis, Jr. Also serving on this ARC were Commissioners Araujo, Fagalde, Moore, and Romero. The committee interviewed applicants on Saturday, February 1, 2014, and presented preliminary funding recommendations to the full Commission on Wednesday, February 19, 2014. After discussion, the Commission established its official draft funding recommendations that evening, and a thirty-day Public Comment period was subsequently opened.

After the conclusion of the Public Comment periods, the Commission discussed and finalized its FY 2015 funding recommendations at its publicly noticed meeting of Wednesday, March 19, 2014. The FY 2015 funding recommendations are provided for Council consideration as Attachment II.

All of the applications submitted proposed to support at least one City Council Priority, and all proposed to serve low-income Hayward residents. Attachment II presents the funding recommendations for all funding sources. The chart headings in Attachment II separate the recommendations according to funding source (i.e., those that would be funded with CDBG resources and those that would be funded from the General Fund.) As Attachment II indicates, there are a number of agencies that were not recommended to receive funding. A brief analyses and the supporting rationale regarding each of those recommendations are provided in this report.

Minimum Contracting Standards for Nonprofit Agencies Requesting City Funds

The City’s Minimum Contracting Standards were established in the CDBG, Social Services, and Arts/Music grant programs in order to provide a fair and consistent way to confirm that adequate internal controls exist to account for an applicant’s resources, including City funds. Furthermore, the CDBG program has intensified its requirements with tighter fiscal controls and more frequent reporting and documentation. In turn, the City must also be attentive to a grantee’s programmatic and financial management capabilities.

One of the Minimum Contracting Standards requires applicants to undergo an annual financial audit. An independent third-party audit can cost \$3,000 - \$5,000 or more depending on the size of an agency’s budget, which can be beyond the means of some of Hayward’s smaller nonprofit agencies unless they are able to secure pro bono services. To mitigate this barrier while still maintaining accountability, the City’s funding process allows agencies that are unable to meet the Minimum Contracting Standards to apply for funding through an eligible fiscal sponsor. The fiscal sponsor may utilize up to 10% to offset their administrative costs for managing the grant on the applicant’s behalf.

The FY 2015 process will be the third year in which Infrastructure and Services applicants have been required to maintain the Minimum Contracting Standards prior to applying for City funding, and the first year in which it is required for Arts/Music programs. To assist the Arts/Music applicants with this transition, City staff identified a fiscal sponsor for all of those agencies, and helped facilitate the fiscal sponsorship and application processes with applicants and the fiscal sponsor.

To ensure that grantees had sufficient capacity to meet the Minimum Contracting Standards, applicants were required to attach the agency's most recent annual financial audit, agency-wide budget, and proposed project budget to their grant proposal. Proposals that did not include these required attachments were deemed ineligible for funding. Applicants were advised of the requirements in the published Notice of Available Funding and at the Funding Forum. The application materials also clearly indicate that agencies are required to meet the Minimum Contracting Standards in order to be eligible for City funding. Additional clarification regarding the audit requirement is provided on page 4 of the application materials, as follows:

“In order to be eligible to apply for City funding, an applicant must have completed an independent fiscal audit for FY 2011-2012 (or calendar year 2012). If awarded funding, in order to execute a FY 2014-2015 contract, each agency must have completed an audit for FY 2012-2013 (or calendar year 2013). Submission of the management letters that accompanied the audits is also required. If there were any findings in the audits, a letter from the board of directors explaining the corrective measures taken to resolve the problem(s) must be provided.”

“Agencies that do NOT have a current audit as described above are eligible to apply for City funding ONLY under the auspices of a fiscal agent that can meet this standard. The fiscal agent must apply for the funding, and if granted, the fiscal agent may utilize up to 10% of the grant for its own expenses.”

The following applicants were determined to be ineligible to receive City funding as they were unable to meet the standard that requires a fiscal audit:

- Bridge of Faith: Meals of Love
- Silver Oak High School
- St. Antonius Coptic Orthodox Church: Coptic Youth Center

Staff has since conferred with each of the applicants to further explain the specifics of an independent fiscal audit, and resources in which the applicants can explore for future funding cycles.

FY 2015 Applications Not Recommended for CDBG Funding

- Seventh Step Foundation (Infrastructure #4): Agency requested funds for a part-time job developer. During the ARC interview, commissioners and staff noted that the agency did not have a method of tracking job placements. The lack of data collection would hinder the agency's ability to comply with CDBG reporting standards. Funding was not recommended for this reason.
- Eden Area YMCA (Infrastructure #9): Agency requested funds to repair drainage and asphalt in the YMCA parking lot. Commissioners noted that the applicant had the capacity to secure alternative funding sources for project execution. Given the limited availability of CDBG resources, funding was not recommended for this reason.

- Eden Housing: Montgomery Plaza (Infrastructure #10): Agency requested funds to acquire and refinance the Montgomery Plaza building, which provides low-moderate income housing to seniors. Commissioners noted that the applicant had the capacity to secure alternative funding sources for project execution. Staff noted that the project timeline and current funding gap did not lend itself to timely CDBG spending and reporting. The project was not recommended for funding for these reasons.
- Habitat for Humanity (Infrastructure #13): Agency requested funds to acquire and rehabilitate five residential units to create homeownership opportunities for qualified low-income families. It was noted that the project budget and timeline did not lend itself to timely CDBG spending and reporting. Additionally, the amount of funds requested was substantial relative to the limited amount of CDBG funds available. Funding was not recommended for these reasons.
- Rebuilding Together (Infrastructure #15): Agency requested funds to provide minor home repairs for low-income residents. Services proposed were similar to and well-aligned with the City's Housing Rehabilitation program. Staff conferred with the applicant to implement the services in partnership with the Housing Rehabilitation program as a sub-grantee.
- South Hayward Parish: Community Action Network (CDBG Public Services #8)
Agency requested funds to provide street outreach and case management services to homeless individuals. Staff noted that in the current and prior fiscal years, the agency has been unable to comply with CDBG reporting standards, which included financial reports that were several months delayed and several instances of inaccurate financial documentation. CDBG regulations require that the City monitor and address these concerns. Funding was not recommended for these reasons.
- Davis Street Family Resource Center (Social Services #11)
Agency requested funds to support a community resource center for low-income residents. Commissioners were concerned that the location of the center was not located in Hayward, but instead located in Fremont. Additionally, services provided were duplicative of services offered by local Hayward providers.
- Family Paths (Social Services #13)
Agency requested funds to provide crises intervention and counseling services to child trauma victims. Commissioners noted that the services were duplicative to those offered by other providers.
- Hayward Area Historical Society: Youth Council (Social Services #17)
Agency requested funds for a museum youth council in an effort to encourage community stewardship and leadership development. Commissioners and staff noted that the project was still in its developmental stages with no track record yet to demonstrate gainful skill attainment.
- La Familia Counseling Services (Social Services #20)
Agency requested funds for a youth leadership development program. Commissioners and staff noted however, that a majority of the proposed project budget was to purchase new furniture and technology equipment. The agency had not yet explored securing these items through donation or sponsorship.
- Eden Area YMCA: Eat Well, Active (Social Services #24)
Agency requested funds for childhood obesity prevention program. Commissioners expressed

concern regarding the program's ability to tailor its program to effectively outreach and serve ethnic minority populations.

- Tri-City Health Center (Social Services #25)
Agency requested funds to provide case management services to low-income residents living with HIV/AIDS. Staff had concern regarding significant findings in the agency's independent fiscal audit. It was also noted that the agency recently secured a large federal grant that could support the services.
- Women on the Way (Social Services #26)
Agency requested funds to provide substance abuse rehabilitation services to homeless women recently released from incarceration. Commissioners noted that the proposed project budget was solely for utilities such as cable television, with no budget for direct rehabilitation services. Staff also expressed concern over the agency's inconsistency in financial reporting in the current and prior fiscal years.
- The Arc of Alameda County (Social Services #31)
Agency requested funds to offer subsidized employment training to low-income residents with disabilities. The proposed training model had program participants working on projects typically performed by City Code Enforcement or Maintenance staff and contractors. It was subsequently learned that the agency was already negotiating a partnership with the Code Enforcement team to act as a contractor.

FISCAL IMPACT

The CDBG Program has a neutral impact on the City's General Fund, as a portion of CDBG funds (up to 20%) may be used to pay for eligible Planning and Administration of the program, including NEPA environmental review, contracting, Labor Standards monitoring, lead-based paint compliance, procurement of contractors, site inspections, financial management, and federal reporting. However, as the City's CDBG grant size is reduced, the administrative cap is lowered accordingly, providing for fewer staff resources to administer the CDBG program, which remains an administratively complex and process-laden program despite the grant's reduced size.

The Social Services and Arts/Music funding recommendations will be affected by Council's budget deliberations as they relate to overall General Fund obligations. As these grants are made using General Funds, reducing or eliminating the grants would have a beneficial impact on the City's budget. However, it is acknowledged that the majority of Social Services grants support "safety net" services, (i.e., food, housing, support services for low-income people, and information and referral.) Reducing or eliminating grants would have a fiscal impact on those affected with services also subsequently reduced or eliminated. There would also be an impact to the nonprofit agencies that have been doubly stressed by the economic downturn – those that have experienced both an increase in client demand and a decrease in public and private funding.

PUBLIC CONTACT

- On **August 17, 2013**, a Notice of Funding Availability was published in English and Spanish in the Daily Review newspaper and on the City's website. The notice was also posted at the Hayward Public Library and City Hall; and the Public Notice was emailed to currently funded agencies, previously funded agencies, applicants from previous years, and all other interested parties on the Community Agency Funding mailing list (several hundred individuals and local agencies)

maintained by the Library and Community Services Department. Several broadcast email reminders were also sent in advance of the event.

- On **September 18, 2013**, application materials were published. The materials were readily accessible by logging onto City Data Services web-based system, or downloadable from the City's website.
- On **September 19, 2013**, a public Funding Forum was conducted to provide information about the application process. Attendees received an orientation to CDBG, Social Services, and Arts/Music funding. The orientation included an explanation of the purpose and limitations of the CDBG program and advisories that up to 15% of CDBG funds may be used for Public Services, as defined by the CDBG Regulations and Council's Priorities and Categories of Need. Attendees were informed about the City's Social Services program, which is funded by the City's General Fund, and provides grants to support other types of community services that are outside the parameters of the CDBG program. Attendees were also informed about the Arts/Music program, which is funded by the City's General Fund. The Forum presentation materials posted to the City's website for public review.
- All funding deliberations took place at properly noticed Community Services Commission meetings that were open to the public. These meetings took place on:
 - **November 20, 2013**
 - **January 15, 2014**
 - **February 19, 2014**, and
 - **March 19, 2014**.
- From **November 20, 2013 through February 19, 2014**, the Public Comment period for the CDBG Infrastructure draft recommendations was in effect. During this time members of the public, including applicants, could submit their comments regarding the funding process or the funding recommendations.
- From **January 15, 2014 through February 19, 2014**, the Public Comment periods for CDBG Public Services and General Fund Social Services draft funding recommendations were in effect.
- From **February 19, 2014 through March 19, 2014**, the Public Comment period for the Arts/Music draft funding recommendations was in effect.
- During the above-mentioned public comment periods, seven verbal public comments and four written public comments were submitted by **March 19, 2014**. The public comments received are provided in Attachment IV. All public comments were reviewed by the CSC prior to its establishment of the FY 2015 funding recommendations.
- On **Saturday, March 15, 2014**, a notice was published in the Daily Review newspaper to advise the general public that City Council will conduct a Public Hearing on Tuesday, April 15, 2014, to make its final FY 2015 CDBG funding allocations, and its preliminary FY 2015 Social Services and Arts/Music funding decisions (subject to final approval by Council in June, 2014, with the adoption of the FY 2015 General Fund budget).
- On **Tuesday, April 1, 2014**, a City Council Work Session was held to present and review the FY 2015 funding recommendations in the CDBG, Social Services and Arts/Music categories.

NEXT STEPS

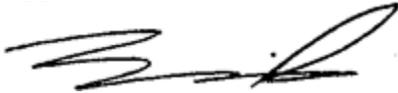
Staff recommends that the Council:

- 1) Authorize the FY 2015 CDBG Allocations¹, which form the substantive portion of the City's FY 2015 (HUD Program Year 2014) CDBG Annual Action Plan;
- 2) Authorize the FY 2015 (HUD Program Year 2014) CDBG Annual Action Plan and Citizen Participation Plan; and,
- 3) Authorize the preliminary funding decisions in the FY 2015 Social Services and Arts/Music categories (subject to final approval by Council in June, 2014, with the adoption of the FY 2015 General Fund budget).

Prepared by: Grace Kong, Administrative Analyst
Dawn Jaeger, Community Services Manager

Recommended by: Sean Reinhart, Director of Library & Community Services

Approved by:



Fran David, City Manager

Attachments:
Attachment I: Resolution
Attachment II: FY 2015 Funding Recommendations
Attachment III: Application Summaries
Attachment IV: Public Comments
Attachment V: Draft FY 2014-15 CDBG Annual Action Plan

¹ Allocations of federal FY 2015 CDBG funds are subject to budget authorization by Congress. Because the final amounts of available funding are not yet known, the FY 2015 Funding Recommendations were established using estimates of available funding. When the exact amount of available funding has been determined, the recommended allocations will be adjusted as needed on a percentage basis.

HAYWARD CITY COUNCIL

RESOLUTION NO. _____

Introduced by Council Member _____

RESOLUTION AUTHORIZING AN APPLICATION FOR FEDERAL ASSISTANCE UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEAR 2014-2015 AND APPROVING THE FISCAL YEAR 2014-2015 ACTION PLAN.

WHEREAS the Housing and Community Development Act of 1974 makes funds available to qualified cities for certain community development activities, and the City of Hayward is qualified to receive certain funds pursuant to said act; and

WHEREAS the City Council has considered public testimony and the CDBG Program recommendations prepared by staff and the Community Services Commission, a copy of which is attached as Attachment II and hereby referred to for further particulars; and

WHEREAS the Council has considered the environmental impact of the program and hereby finds and determines that the program is composed of projects that are categorically excluded from the National Environmental Protection Act or will be subject to later environmental review and finds and determines that the activities funded by the program are either not subject to the California Environmental Quality Act or will be subject to later environmental review;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Hayward hereby approves the Community Development Block Grant Program and authorizes the City Manager on behalf of the City of Hayward to execute and submit the required applications and all implementing documents in connection therewith.

IN COUNCIL, HAYWARD, CALIFORNIA, April 15, 2014

ADOPTED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:
MAYOR: Sweeney

ABSENT: COUNCIL MEMBERS:

ATTEST: _____
City Clerk of the City of Hayward

APPROVED AS TO FORM:

City Attorney of the City of Hayward

Community Services Commission
 FY 2015 **INFRASTRUCTURE** Funding Recommendations

CDBG

CDBG Sub-Category: Economic Development, Job Creation, Capacity Building				
#	Applicant Agency	Request	Staff Rec.	CSC Rec.
1	Community Child Care Council (4Cs)	\$36,000	\$27,000	\$27,000
2	Community Initiatives: Day Labor Center	\$53,000	\$48,000	\$48,000
3	Hayward Area Historical Society: Nonprofit Alliance*	\$30,000	\$20,000	\$20,000
4	Seventh Step Foundation	\$20,280	\$0	\$0
5	South Hayward Parish*	\$5,000	\$5,000	\$5,000
Subtotal		\$144,280	\$100,000	\$100,000
CDBG Sub-Category: Facilities Accessibility and Rehabilitation				
#	Applicant Agency	Request	Staff Rec.	CSC Rec.
6	COH: Mural Art Program	\$45,000	\$20,000	\$20,000
7	COH: Housing Rehabilitation	\$380,000	\$380,000	\$380,000
8	Community Resources for Independent Living*	\$10,000	\$10,000	\$10,000
9	Eden Area YMCA*	\$142,280	\$0	\$0
10	Eden Housing Inc.: Montgomery Plaza	\$300,000	\$0	\$0
11	Emergency Shelter Program/Ruby's Place*	\$45,000	\$45,000	\$45,000
12	Family Emergency Shelter Coalition	\$19,800	\$19,800	\$19,800
13	Habitat for Humanity East Bay	\$528,850	\$0	\$0
14	Hayward Area Recreation and Park District	\$100,000	\$60,700	\$60,700
15	Rebuilding Together	\$65,000	\$0	\$0
16	Women on the Way*	\$13,500	\$13,500	\$13,500
Subtotal		\$1,649,430	\$549,000	\$549,000

Summary	
CDBG: Econ. Development, Job Creation, Capacity Building	\$100,000
CDBG: Facilities Accessibility and Rehabilitation	\$549,000
Total FY 2015 Recommended CDBG Infrastructure	\$649,000
Available FY 2015 CDBG Infrastructure Funding	\$649,000

* Agency has a second application for additional funding in the Services category.

Community Services Commission
FY 2015 SERVICES Funding Recommendations

CDBG

CDBG: Public Services

#	Applicant Agency	Request	Staff Rec.	CSC Rec.
1	Abode Services	\$39,925	\$39,000	\$39,000
2	Centro Legal de la Raza	\$40,000	\$26,000	\$26,000
3	Eden Council for Hope and Opportunity: Fair Housing	\$34,990	\$25,000	\$25,000
4	Eden Council for Hope and Opportunity: Tenant Landlord	\$52,375	\$26,000	\$26,000
5	Emergency Shelter Program/Ruby's Place	\$45,000	\$37,000	\$37,000
6	Family Emergency Shelter Coalition	\$40,000	\$40,000	\$40,000
7	Family Violence Law Center	\$60,000	\$60,000	\$60,000
8	South Hayward Parish: Community Action Network	\$12,000	\$0	\$0
Subtotal CDBG: Public Services		\$324,290	\$253,000	\$253,000

GENERAL FUND

Social Services Sub-Category: Crises Prevention and Intervention

#	Applicant Agency	Request	Staff Rec.	CSC Rec.
9	Alameda County Community Food Bank	\$30,000	\$21,000	\$21,000
10	CALICO	\$25,000	\$20,000	\$20,000
11	Davis Street Family Resource Center	\$15,000	\$0	\$0
12	Eden Information & Referral Inc.	\$50,000	\$50,000	\$50,000
13	Family Paths	\$40,000	\$0	\$0
14	SAVE/COPS	\$24,057	\$24,000	\$24,000
15	South Hayward Parish: Food Pantry	\$25,000	\$15,000	\$15,000
Subtotal		\$209,057	\$130,000	\$130,000

Social Services Sub-Category: Education and Youth Services

#	Applicant Agency	Request	Staff Rec.	CSC Rec.
16	Alameda County Office of Education: Project EAT	\$84,200	\$30,000	\$30,000
17	Hayward Area Historical Society: Youth Council	\$17,558	\$0	\$0
18	Hayward Public Library	\$41,000	\$30,000	\$30,000
19	Horizon Services Inc.	\$65,000	\$30,000	\$30,000
20	La Familia Counseling Services	\$29,200	\$0	\$0
21	St. Rose Hospital Foundation	\$26,250	\$15,000	\$15,000
22	Tiburcio Vasquez Health Center	\$35,000	\$18,000	\$18,000
Subtotal		\$298,208	\$123,000	\$123,000

Social Services Sub-Category: Health and Wellness

#	Applicant Agency	Request	Staff Rec.	CSC Rec.
23	East Bay Agency for Children	\$18,500	\$10,000	\$10,000
24	Eden Area YMCA	\$22,267	\$0	\$0
25	Tri-City Health Center	\$20,669	\$0	\$0
26	Women on the Way	\$20,000	\$0	\$0
Subtotal		\$81,436	\$10,000	\$10,000

Social Services Sub-Category: Seniors and People with Disabilities

#	Applicant Agency	Request	Staff Rec.	CSC Rec.
27	Afgan Elderly Association	\$10,000	\$10,000	\$10,000
28	Community Resources for Independent Living	\$23,836	\$21,000	\$21,000
29	Legal Assistance for Seniors	\$22,000	\$15,000	\$15,000
30	Spectrum Community Services	\$30,000	\$21,000	\$21,000
31	The Arc of Alameda County	\$45,000	\$0	\$0
Subtotal		\$130,836	\$67,000	\$67,000

Summary	
CDBG: Public Services	\$253,000
General Fund: Social Services	\$330,000
Total FY 2015 Recommended Services	\$583,000
Available FY 2015 Services Funding	\$583,000

Community Services Commission
 FY 2015 **ARTS and MUSIC** Funding Recommendations

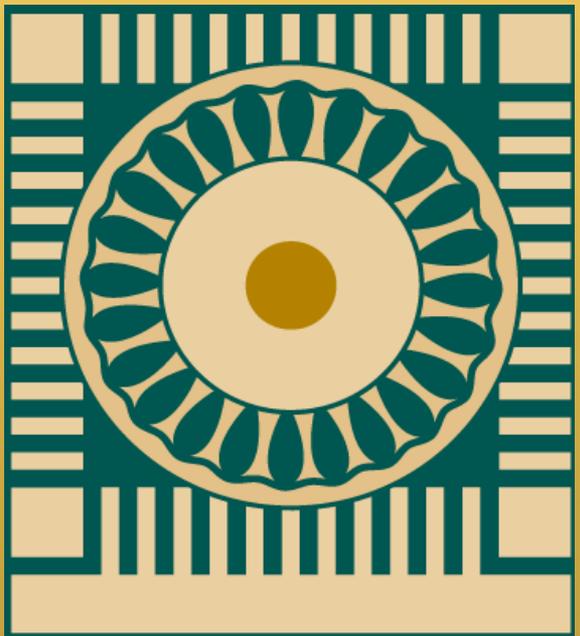
GENERAL FUND

Arts and Music				
#	Applicant Agency	Request	Staff Rec.	CSC Rec.
1	Hayward Arts Council	\$18,134	\$18,134	\$18,134
2	Hayward Band & Orchestra Festival	\$8,140	\$8,140	\$8,140
3	Hayward Municipal Band	\$16,165	\$16,165	\$16,165
4	Pacific Chamber Symphony	\$5,176	\$5,176	\$5,176
5	Sun Gallery	\$30,195	\$30,195	\$30,195
6	Youth Orchestra of Southern Alameda County	\$4,142	\$4,142	\$4,142
Total		\$81,950	\$81,950	\$81,950

Summary	
Total FY 2015 Recommended Arts and Music	\$81,950
Available FY 2015 Arts and Music	\$81,950

APPLICANTS FOR COMMUNITY FUNDING FY 2015

Library & Community Services



CDBG Infrastructure

CDBG Public Services

General Fund Social Services

General Fund Arts and Music



Summary of Applicants

CDBG Infrastructure:	16
CDBG Public Services:	8
General Fund Social Services:	26
General Fund Arts and Music:	6
<hr/>	
Total Number of Proposals:	56
Recommended for Funds:	39

Total Funding Requested: \$2,982,424

Total Funding Available: \$1,313,9500



Community Child Care Council (4Cs)



Request Amount: \$36,000

Prior Year: \$27,000

Training and job creation for new child-care businesses



Hayward Day Labor Center



Request Amount: \$53,000

Prior Year: \$47,642

(Includes IIBA's prior year allocation)

Job training and placement, and immigrants rights education for unemployed residents. A joint collaboration between HDLC and the International Institute of the Bay Area (IIBA).



Hayward Area Historical Society: Nonprofit Alliance



Request Amount: \$30,000

Prior Year: New Application

Nonprofit training and capacity building



Seventh Step Foundation



Request Amount: \$20,280
Prior Year: Not Recommended

Job training and placement

South Hayward Parish: Planning Grant



Request Amount: \$5,000
Prior Year: New Application

Planning grant for Service Support Center serving homeless individuals and families

City of Hayward: Mural Art Program



Request Amount: \$45,000

Prior Year: \$45,000

Design and installation of murals to eliminate blight and graffiti



City of Hayward: Housing Rehabilitation Program



Request Amount: \$380,000

Prior Year: \$342,000

Grants for home repairs offered to low-income seniors and people with disabilities



Community Resources for Independent Living



Request Amount: \$10,000

Prior Year: New Application

Sewer line replacement



Eden Area YMCA



Request Amount: \$142,280
Prior Year: New Application

Drainage and asphalt replacement

Eden Housing



Request Amount: \$300,000

Prior Year: New Application

Housing development for low-income seniors



Ruby's Place



Request Amount: \$45,000

Prior Year: New Application

Bathroom and plumbing upgrades



Family Emergency Shelter Coalition



Request Amount: \$19,800
Prior Year: New Application

Sewer line replacement and shelter upgrades

Habitat for Humanity East Bay



Request Amount: \$528,850

Prior Year: New Application

Rehabilitation of five single-family units



Hayward Area Recreation and Park District



Request Amount: \$100,000

Prior Year: \$54,000

ADA restrooms and pathway, security lighting of the Bret Harte community center



Rebuilding Together



Request Amount: \$65,000

Prior Year: New Application

Minor home repairs for low-income residents



Women on the Way



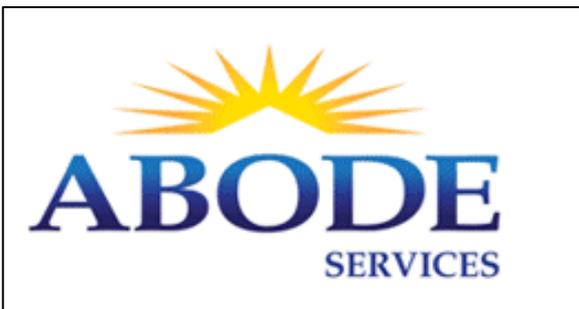
Request Amount: \$13,500

Prior Year: New Application

Sewer line and plumbing replacement



Abode Services: AC Impact



Request Amount: \$39,925

Prior Year: \$17,214

Permanent supportive housing for chronically homeless individuals



Centro Legal de la Raza



Request Amount: \$40,000

Prior Year: \$26,235

Tenant education rights and legal counseling



Eden Council for Hope & Opportunity: Fair Housing



Request Amount: \$34,990

Prior Year: \$29,570

Fair housing audit to investigate discriminatory housing practices



Eden Council for Hope & Opportunity: Tenant-Landlord



Request Amount: \$52,375

Prior Year: \$26,235

Mediation between tenants and landlords, discrimination investigation, and referrals to legal services



Ruby's Place



Request Amount: \$45,000

Prior Year: \$37,100

Emergency shelter for homeless women and children survivors of domestic violence



Family Emergency Shelter Coalition



Request Amount: \$40,000

Prior Year: \$37,630

Shelter for families with children



Family Violence Law Center



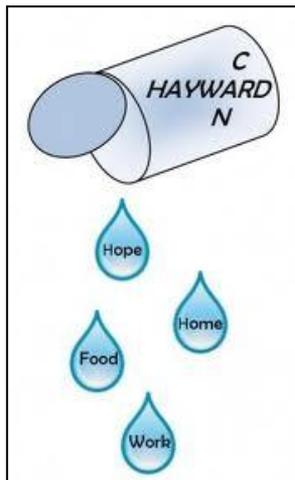
Request Amount: \$60,000

Prior Year: \$50,000

Legal counseling and mitigation services for survivors of domestic violence related to housing



South Hayward Parish: Community Action Network



Request Amount: \$12,000

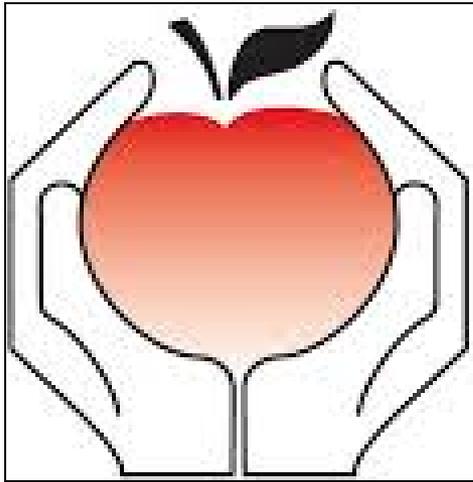
Prior Year: \$10,600

Street outreach and case management services for chronically homeless individuals



GF Social Services

Alameda County Community Food Bank



Request Amount: \$30,000

Prior Year: \$20,750

Food scholarships for local food pantries and shelters

GF Social Services

CALICO



Request Amount: \$25,000

Prior Year: \$14,525

Investigation and counseling for children survivors of domestic violence and sexual abuse



GF Social Services

Davis Street Family Resource Center



Request Amount: \$15,000

Prior Year: Not Recommended

Community resource center for low-income families



GF Social Services

Eden Information & Referral: 211



Request Amount: \$50,000

Prior Year: \$50,000

Information and referral phone system for local and countywide resources



GF Social Services

Family Paths



Request Amount: \$40,000

Prior Year: New Application

Counseling for children and family survivors of abuse related trauma



GF Social Services

Safe Alternatives to Violent Environments



Request Amount: \$24,057

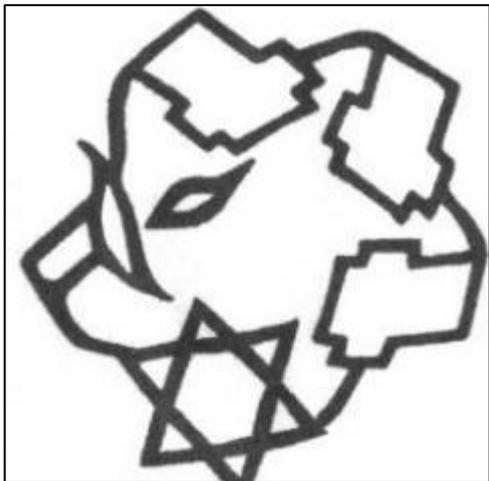
Prior Year: \$15,000

Intervention and counseling to survivors of domestic violence, in collaboration with police



GF Social Services

South Hayward Parish: Food Pantry



Request Amount: \$25,000

Prior Year: \$12,201

Food distribution to low-income families



GF Social Services

Alameda County Office of Education: Project EAT



Request Amount: \$84,200

Prior Year: \$18,000

Food production and sustainability education for high school students



GF Social Services

Hayward Area Historical Society: Youth Council



Request Amount: \$17,558

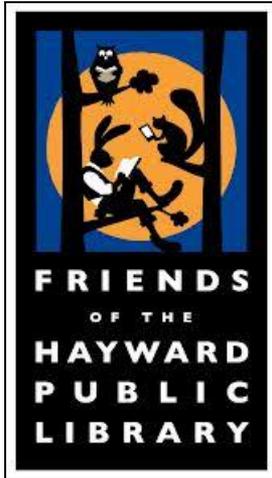
Prior Year: New Application

Museum youth council as a leadership training program



GF Social Services

Hayward Public Library: Family Education Program



Request Amount: \$41,000

Prior Year: New Application

Family Education Program – Academic support for low-income students



GF Social Services

Horizon Services: Lambda Project



Request Amount: \$65,000

Prior Year: \$28,775

Drop-in and counseling center for LGBTQ youth



GF Social Services

La Familia Counseling Service



Request Amount: \$29,200

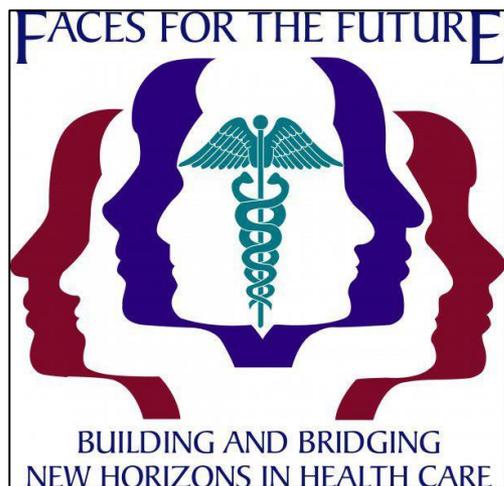
Prior Year: New Application

Fuller Neighborhood Resource Center – youth leadership training program



GF Social Services

St. Rose Hospital Foundation: FACES for the Future



Request Amount: \$26,250

Prior Year: Not Recommended

Health-care career training program for high school students



GF Social Services

Tiburcio Vasquez Health Center: Keepin' It Real



Request Amount: \$35,000

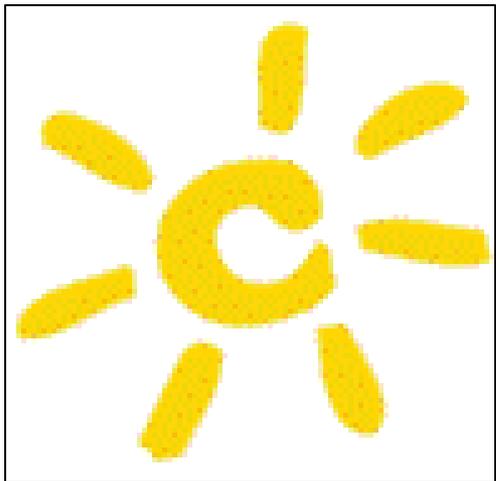
Prior Year: \$18,400

Peer health education training for middle and high school students



GF Social Services

East Bay Agency for Children



Request Amount: \$18,500

Prior Year: \$15,355

Mental health therapy for elementary school students



GF Social Services

Eden Area YMCA: Eat Well, Live Active



Request Amount: \$22,267

Prior Year: New Application

Childhood obesity prevention and health education
for families



GF Social Services

Tri-City Health Center



Request Amount: \$20,669

Prior Year: \$20,667

Case management and counseling for individuals living with HIV/AIDS

GF Social Services

Women on the Way



Request Amount: \$20,000

Prior Year: \$20,000

Substance abuse rehabilitation services for women recently released from incarceration



GF Social Services

Afghan Elderly Association: Healthy Aging Program



Request Amount: \$10,000

Prior Year: New Application

Health education and counseling for Afghan seniors



GF Social Services

Community Resources for Independent Living



Request Amount: \$23,836

Prior Year: \$20,750

Independent Living Program – Life skills and self-sufficiency training for people with disabilities



GF Social Services

Spectrum Community Services



Request Amount: \$30,000
Prior Year: \$20,750

Hot meal service for low-income seniors



GF Social Services

Legal Assistance for Seniors



Request Amount: \$22,000

Prior Year: \$18,260

Legal training and advocacy for seniors



GF Social Services

Arc of Alameda County: Walpert Work Crew



Request Amount: \$45,000

Prior Year: Not Recommended

Subsidized work training for people with disabilities



Hayward Nonprofit Alliance



The Hayward Nonprofit Alliance is the lead organization on this collaborative Arts and Music application, and will assume fiscal sponsor responsibilities for all projects reviewed in the remaining summaries.

Hayward Arts Council



Request Amount: \$18,134
(Prior year plus 10% fiscal sponsor fee)

Prior Year: \$16,485

Provides five art galleries in Hayward:

1. Art IS Education month at Cinema Place Gallery
2. Art of the Blues at Russell City Blues Festival
3. John O'Lague Galleria's exhibits at City Hall
4. Chamber of Commerce Gallery
5. Foothill Arts of the Bay Gallery



GF Arts and Music

Hayward Band and Orchestra Festival



Request Amount: \$8,140
(Prior year plus 10% fiscal sponsor fee)

Prior Year: \$7,400

Partnering with Hayward Unified School District music teachers, the Hayward Band and Orchestra Festival assembles instrumental music students from six Hayward high schools and middle schools to play under conductors and music educators.



GF Arts and Music

Hayward Municipal Band

hayward municipal band

Request Amount: \$16,165
(Prior year plus 10% fiscal sponsor fee)

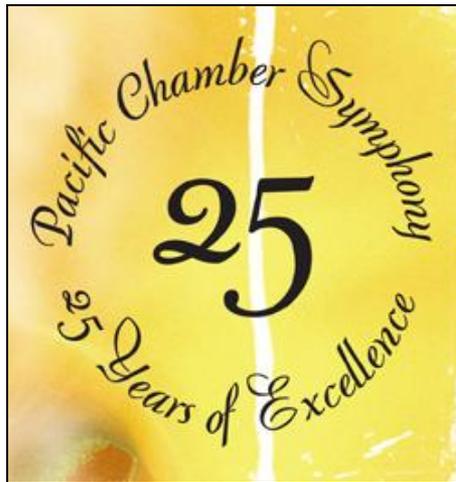
Prior Year: \$14,695

Provides five free Sunday concerts in Memorial Park. Comprised of a forty member musical group, performances include Classical, Popular, Big Band, Jazz, Rock, Musicals and Latin as well as music from the early 1700s to the present day.



GF Arts and Music

Pacific Chamber Symphony



Request Amount: \$5,176
(Prior year plus 10% fiscal sponsor fee)

Prior Year: \$4,705

The Pacific Chamber Symphony performs a variety of music to introduce and teach music fundamentals (i.e. rhythm, melody, acoustics and timbre, harmony, form, style, etc.) in assemblies for each public elementary school in Hayward.



GF Arts and Music

Sun Gallery



Request Amount: \$30,195
(Prior year plus 10% fiscal sponsor fee)

Prior Year: \$27,450

The Sun Gallery offers a range of exhibits and education programs that brings art to the community. Art education activities for adults and children combine gallery exposure with hands-on experiences in the studio, lectures, workshops, and readings.



GF Arts and Music

Youth Orchestra of South Alameda County



Request Amount: \$4,142
(Prior year plus 10% fiscal sponsor fee)

Prior Year: \$3,765

The Youth Orchestra of Southern Alameda County provides music education to supplement school music programs. Students learn classical orchestral repertoire, playing techniques and background information on composers and periods.



SUMMARY OF PUBLIC COMMENTS

INFRASTRUCTURE

Total of four comments: (3) Verbal Comments (1) Written Comment

Ruby's Place

1. Vera Ciammetti, Executive Director - Verbal 11/20/13

Vera Ciammetti from Ruby's Place requested that the Community Services Commission consider recommending an allocation to Ruby's Place for the sewer and facilities rehabilitation projects in the current funding process.

She further indicated that Ruby's Place, although she had originally agreed via telephone, was unwilling to take the 0% interest loan that was offered by the City through the loan program.

Family Emergency Shelter Coalition (FESCO)

2. Gay McDaniel, Executive Director – Verbal 11/20/13

Gay McDaniel from Family Emergency Shelter Coalition also requested that the Community Services Commission consider recommending an allocation to FESCO for the sewer and facilities rehabilitation in the current funding process.

She further indicated that Ruby's Place, although she had originally agreed via telephone, was unwilling to take the 0% interest loan that was offered by the City through the loan program.

Hayward Day Labor Center (HDLC)

3. Gabriel Hernandez, Executive Director - Verbal 12/18/13

Gabriel Hernandez from the Hayward Day Labor Center (HDLC) requested that the Community Services Commission consider an allocation of the full grant amount proposed in the joint application between HDLC and the International Institute of the Bay Area.

Habitat for Humanity Silicon Valley/East Bay

4. Jenny Wyant, Project Manager – Via Email 11/22/13

Ms. Wyant expressed disappointment in the CSC's recommendation to not fund their program for FY 14-15 and requested additional details regarding the CSC's decision. Staff let Ms. Wyant know that additional information was not available, and the CSC's reasoning is listed on the comments section of the Draft Recommendations.

SUMMARY OF PUBLIC COMMENTS SERVICES

Total of five comments: (3) Verbal Comments and (2) Written Comments

South Hayward Parish – Community Action Network

1. **Anthony Wilson – Verbal 1/15/14**

Mr. Wilson shared his experience as a client of the Hayward Community Action Network, and also expressed his appreciation for the opportunity to address the Services Application Review Committee.

2. **Sue Merrill, Executive Director – Written 2/3/14 (Attached 2 Pages)**

Ms. Merrill respects the City Staff and CSC funding recommendations, however is in disagreement with how the rationale for recommendations was presented during the decision making process. Ms. Merrill has provided a written comment to clarify CAN's position regarding their current funding and monitoring.

** Staff Note: The attached documents were sent to all commissioners and council members directly through the City Clerk's Office and by subverting the funding process public comment procedures. Steps have been taken to ensure this does not happen again by any other agency. Staff offers our apologies to the commission for not having previously communicated with the City Clerk how Community Development Block Grant public comment process procedures work and that they are designed to increase fairness for all applicants**

Eden Area YMCA

3. **Kenny Altima, Branch Operating Director – Verbal 1/15/14**

Mr. Altima of the YMCA expressed his appreciation of the Community Services Commission's consideration of the YMCA's application. He also wanted to reiterate that the local YMCA does not receive any funding from the national YMCA organization, and that local fundraising was required to sustain programs.

Family Paths

4. **Marcella Reeves, Executive Director – Written 2/12/14 (Attached 2 Pages)**

Ms. Reeves as to provide a written response not to the Community Services' funding decisions, but rather a response to some of the comments made about Family Paths during funding deliberations on January 15, 2014.

**Staff Note: Family Path's document is partly a rebuttal to a comment made during the previous Commission Meeting, therefore although it violated the process; it is being allowed as it has relevance as to their actual provision of service **

Centro Legal de la Raza

5. **Jennifer Miller, Program Director - Verbal 2/19/14**

Ms. Miller provided a verbal public comment, however the content of the comment related to the application for FY 14-15 for Centro Legal de la Raza and therefore cannot be used for consideration.



SOUTH HAYWARD PARISH
27287 Patrick Avenue
Hayward, CA 94544
510 785-3663

January 31, 2014

Dear Commissioners,

I appreciate the difficult decisions that face you and your careful considerations in making funding decisions. Unfortunately, some of the information on which you based your decision to recommend no funding for the Hayward Community Action Network (CAN) program of South Hayward Parish was incomplete or incorrect. We therefore respectfully request that you revise your decision based on the information provided below.

Reason for Denial 1 (as understood/articulated at the January 15, 2014 Commission Meeting):

Hayward CAN has demonstrated poor performance.

Annually, Hayward CAN meets all performance objectives. 72% of those objectives have been exceeded by an average of 119%. All of our performance progress reports have been submitted on time every quarter.

We have had multiple technical difficulties in uploading our financial and board documentation to the City Data Services system. Each time we are aware of an error, we have done our best to resolve it quickly. We have worked diligently as our staffing changed to continue to improve our abilities with this system. We regret that we have not had as quick a learning curve with the system as might be preferred, but we are committed to continued improvement. Please keep in mind all documentation was completed on time. What has been difficult and is being addressed is our ability to upload those documents to the City System. The issue is compounded by the fact that subsequent months cannot be uploaded until all issues with previous months are resolved. For example, there was recently a question about a reimbursement request for November 2013 that we were working with Staff to resolve. Until it was clarified, we could not upload December. We have developed improved systems and understanding of City Data Service and documentation expectations and anticipate that by April of this year, there will be no further issues.

In our Monitoring by the City last year, a few items were identified for correction and all were addressed. The documentation to support this resolution is included with this appeal.

Reason for Denial 2:

Lack of alignment with the Housing First Philosophy and lack of collaboration with EveryOne Home.

Our Agency was instrumental in bringing the AC Impact program to Hayward - a program for which we do not receive funding. Our advocacy for this Housing First model program is just one concrete example of our commitment to this philosophy. Further, we actively work with our program participants to place them into permanent housing as quickly and effectively as possible and help them retain that housing. We also participate in trainings at the county and national level to improve our understanding of the Housing First philosophy.

South Hayward Parish Congregations
Good Shepherd Lutheran-South Hayward United Methodist
Congregation Shir Ami-Starr King Unitarian Universalist-St. Clements Roman Catholic
United Church of Hayward-New Bridges Presbyterian

Our staff and peer leaders regularly participate in EveryOne Home meetings, volunteer on committees, and one of our peer leaders was recently requested to participate in this year's EveryOne Home led funding review process. This collaboration is above and beyond the services paid for by the City funding, but again demonstrates our commitment to collaboration and to the 10 year plan to end homelessness in our county and city. CAN's program, including the component proposed for City funding is consistent with the 10 year plan, especially, Goal S, "Deliver Flexible Services to support stability and independence" and its supporting objectives related to cultural competency, low barriers to participation and housing, and service coordination. Lastly, in an effort to improve access to permanent housing, EveryOne Home initiated Home Stretch. Hayward CAN staff were among the first to sign up for and complete this training. Our Case Manager has already submitted a dozen applications.

No other Hayward Based agency provides comparable support at the level we do to the population we serve.

Reason for Denial 3:

Hayward CAN is not an effective use of City funds.

Hayward CAN's grant request was not only the lowest in its funding category, but also has consistently one of the lowest costs per person with some of the highest outcomes. In the first 6 months of this fiscal year, Hayward CAN has placed twice as many Hayward residents in permanent housing as required by our contract with the City and three times that number into transitional housing.

We also work with multiple City departments, including law enforcement as well as County public health and sheriff, the business community, and more than 30 non-profit and faith organizations. Our program meets multiple City priorities and provides spin off benefits as outlined in our proposal.

None of this information is new, but was not discussed during the January 15 Commission meeting, nor requested during our interview on January 11.

Our program has not had a Commission Liaison visit since first receiving CDBG funding in 2010. All of you are most welcome to visit.

We urge you to reconsider your decision. Case Management is one of the most difficult program aspects to fund. Our \$12,000 request encompasses the majority of the cost for this service benefiting Hayward homeless residents - 40% of whom were born in this city, 80% of whom have been here for 10 or more years. Without the City's help, these residents will not have access to the case management they need to move out of crisis into housing and jobs and become contributing members of our community.

Respectfully,



Susan Merrill
Executive Director, South Hayward Parish

CC: Councilmember Barbara Halliday
City Staff

South Hayward Parish Congregations
Good Shepherd Lutheran-South Hayward United Methodist
Congregation Shir Ami-Starr King Unitarian Universalist-St. Clements Roman Catholic
United Church of Hayward-New Bridges Presbyterian



February 12, 2014

Dear Community Services Commission Members,

I am writing to provide you with information about Family Paths, Inc. This letter is not a request to revisit the funding recommendations for FY 14-15. We accept your decision and consider that issue closed.

I would like to thank Commission Members for the very important work you do to provide much needed support and services to Hayward's most vulnerable children and families. You are tasked with making very tough decisions and are to be commended for taking on this very challenging work.

I would also like to thank Commissioner Moore who had the responsibility of facilitating a process that by its very nature can be emotionally loaded. Ms. Moore I want to thank you personally for your fair and even-handed demeanor and language throughout the discussion process on January 15, 2014. I would also like to thank all the Commissioners that served on the Application Review Committee. The discussion clearly touched some Members personally, and evoked important follow up questions from other Committee Members.

I would ask the Commission to consider two points about the process on January 15th. A comment was made about Family Paths' 24/7 Parent Support Line information tracking capacity. Although the Line was not part of our application for Hayward funding I can certainly understand how lack of data could reflect poorly on agency infrastructure and management priorities. Enclosed please find a copy of our Hotline call sheet, which is filled out for every call. Our Line receives which well over 6,000 telephone calls per year and each call is recorded on separate call sheets and is stored electronically. Please note that the copy of the call sheet enclosed is a screen shot only. In its active (live) functioning we have multiple drop- down menus that track a multitude of data. Since this database is cloud-based any interested Member may pull up a blank call sheet if that is so desired. Just let me know and our database consultant will make those arrangements. This will be a blank call sheet, though live, and will not link to any Family Paths client data as required by HIPAA regulations.

I am also enclosing our agency brochure which summarizes our programs and services. I hope that will clear up any confusion that our services are in any way duplicative of Calico.

The discussion of our alleged lack of tracking capacity quickly moved into a discussion about Family Paths' "performance". This was (again) not part of the criteria for the Application Committee's decision not to fund Family Paths but nonetheless, much discussion ensued. As Commissioner Moore pointed out, performance applies only to agencies currently funded by

Hayward and is based on site visits by Commissioners, accurate and timely quarterly reports, etc.

Commission Members and City staff have seen a good deal of turnover in the past 6 to 7 years and many folks in the room on the night of January 15 were probably unaware that Family Paths has a long history of Hayward funding, on the order of over 25 years of funding in fact. Without exception, Family Paths (formerly Parental Stress Service) received high marks at every site visit. We were very well known and highly regarded by Hayward staff, Anne Culver and Theresa Rodriguez as City staff to name just two, as well as former Commission members. We lost funding when we proposed a change in the service a few years back and to our great dismay we were no longer recipients of Hayward support. Despite that loss Family Paths has chosen to systematically and very strategically leverage Alameda County Behavioral Health Care funding and Social Services Agency funding in an effort to bring a substantive level of mental health services to Hayward children and families. Currently the amount of leveraged funding we bring to Hayward each year is over \$1.5 million dollars. We have also maintained a strong presence in Hayward for over 30 years. In fact, our direct service staffing level in Hayward is higher than our Oakland administrative office.

I'll close with a final concern that came up for me in the proposal application process, and that is the issue of an unfair playing field. It is in the spirit of fairness that I offer this feedback. Agencies that are current recipients of Hayward funding have a clear advantage over agencies that are "new" applicants for funding. Since we were recipients of Hayward funding for more than two decades we know well the significant advantage we enjoyed by having consistently strong site visit outcomes, timely reporting, and relationship with City staff. Now we are on the other side of that advantage, and it is our experience, as well as other agencies, that we are at a distinct disadvantage when we apply now, for the reasons cited above. I don't have a simple solution to propose but I wonder if a middle ground can somehow be reached.

I hope to arrange a meeting with City staff soon and if amenable I would appreciate having a representative from the Commission join that meeting as well. We're incredibly proud of the services we provide in Hayward, dating back now to the 1980's.

Thank you for your time and consideration of these issues. I would like to again thank and commend Commission members for your fine work. We hope to see you all again at funding interviews for next year.

Sincerely,

Marcella Reeves, MFT
Executive Director
Family Paths, Inc.
mreeves@familypaths.org
893.9230 ext. 285

SUMMARY OF PUBLIC COMMENTS

ARTS AND MUSIC

Total of two Comments: (1) Verbal Comment and (1) Written Comment

Hayward Municipal Band

1. **Lolita Morelli, Executive Director - Via Email 2/19/14**

The Hayward Municipal Band is a Hayward institution bringing superior musical enjoyment to thousands since 1957

We were only funded for 5 concerts in 2013 and I was told by Mr. Griffin that I should only ask for 5 concerts for 2014. Years ago we were funded for 8 Sunday concerts plus the Veteran's Day Parade, the County Fair on Hayward Day, the Zucchini Festival and the 4th of July at Weeke's Park.

At the Feb.1st meeting, it was suggested that I seek funds from other sources. Presently over 39% of the cost of the concerts is covered by HARD, Fairway Park Baptist Church and donation of services and equipment by individuals.

We have many of the best musicians in the Bay Area in our band. They stay with our band, although the pay is considerably less than in other performing groups, because they are loyal to the memory of Tony Morelli who built and directed the band for 38 seasons, loyal to Kathy Maier, Tony's daughter who directs just like her father, loyal to me, loyal to each other and loyal to the City of Hayward. They enjoy and are proud to be part of our superior musical organization.

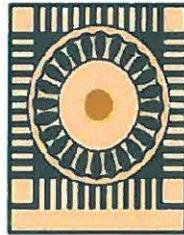
Youth Orchestra of Alameda County (YOSAC)

1. **Carol Morgan, Executive Director – Verbal 2/19/14**

Ms. Morgan expressed regret that she would be unable to attend the February 19th Community Services Commission meeting. Ms. Morgan would instead be attending the Band and Orchestra Festival put on by Hayward Arts Council. YOSAC and the Hayward Arts Council will be connecting, looking to partner on future events, and pool resources as was suggested by the February 1st Music and Arts ARC.

FY 2014-2015

ANNUAL ACTION PLAN



CITY OF
HAYWARD
HEART OF THE BAY

Alameda County HOME Consortium
Year 5

TABLE OF CONTENTS

Executive Summary	1
AP-05 Executive Summary.....	1
PR-05 Lead & Responsible Agencies.....	3
AP-10 Consultation	4
AP-12 Participation.....	5
Expected Resources.....	7
AP-15 Expected Resources	7
Annual Goals and Objectives.....	8
AP-20 Annual Goals and Objectives	8
AP-35 Projects.....	9
Projects	11
AP-50 Geographic Distribution.....	11
AP-65 Homeless and Other Special Needs Activities	12
AP-75 Barriers to Affordable Housing	13
AP-85 Other Actions	14

EXECUTIVE SUMMARY

AP-05 EXECUTIVE SUMMARY

INTRODUCTION

The FY 2014-2015 Annual Action Plan outlines proposed housing and community development objectives, activities, and budget in the City of Hayward. The plan includes information regarding federal, state, and local funding resources, a description of each activity to be implemented, and other actions that the City will take to address barriers to affordable housing, support anti-poverty strategies, and facilitate fair housing. This Plan represents the fifth and final year of the City's FY 2010-2014 Consolidated Plan, and covers the period of July 1, 2014 through June 30, 2015.

The FY 2010-2014 Consolidated Plan is a comprehensive review of the City's housing and community development characteristics and needs, an inventory of resources available to meet those needs, a five-year strategy for the use of those resources, and a one-year Action Plan (updated annually) that presents specific activities in which to implement the strategy.

The City's FY 2014-2015 Community Development Block Grant (CDBG) entitlement grant from the US Department of Housing and Urban Development (HUD) is \$ 1,410,271. The City anticipates the receipt of \$10,000 of CDBG program income, as well as \$300,000 of revolving loan program income. The City therefore projects an estimated total of \$1,720,271 of CDBG funds available for utilization in FY 2014-2015.

In preparing the proposed CDBG program budget, the following were considered: housing and community development priorities, the FY 2010-2014 Consolidated Plan, and CDBG eligibility criteria. The City is proposing to allocate CDBG funds towards the following eligible activities: Program Administration, Public Facilities and Improvements, Rehabilitation, Microenterprise Assistance, and Public Services. Activities will benefit low and moderate income individuals and households.

OBJECTIVES AND OUTCOMES

CDBG-funded activities are proposed to address the following priorities in FY 2014-2015: Affordable Housing, Homelessness Prevention, Neighborhood Facilities and Improvements, and Community and Economic Development. Affordable Housing programs will preserve existing affordable rental and ownership housing for low and moderate income households, and reduce housing discrimination. Homelessness Prevention activities will support countywide strategies to end homelessness by funding the coordination and operations of permanent supportive housing, emergency shelters, transitional housing, and housing-related support services programs. Neighborhood Facilities and Improvements include the rehabilitation of blighted properties or properties located in low-income census tracts. Community and Economic Development programs will increase the number of permanent jobs available to low-income residents by offering training opportunities and job placement. The City will also address Non-Homeless Special Needs in FY 2014-2015 by supplementing CDBG resources with the City's General Fund. Non-Homeless Special Needs activities provide support services targeted to seniors, people with disabilities, youth, and immigrant populations.

EVALUATION OF PAST PERFORMANCE

The City regularly monitors progress on activities carried out in the Annual Action Plan to ensure compliance with program requirements. Evaluation takes place during the application and funding process, and after sub-grantee contracting has been executed. Agreements with sub-agreements and Memoranda of Understandings (MOUs) with other public agencies set clear performance measures, reporting procedures, timeliness, and budgets against which goals are measured. City staff regularly monitors compliance with contracting requirements and performance goals through the implementation and review of quarterly performance reports, monthly reimbursement requests, and annual desk and on-site monitoring. City staff provides feedback to sub-grantees regarding areas of concern, and findings where corrective action or improvements are required. The City publishes an Annual Performance Report, aggregating data to analyze progress towards goals, cost effectiveness, community impact, and compliance with regulations. Additional Monitoring Standards and Procedures are outlined in the Alameda County HOME Consortium-wide Consolidated Plan. Contracting standards and policies and procedures can also be found in the City's CDBG Policies and Procedures Manual. Information obtained from all of the aforementioned evaluation and monitoring efforts is used to assist in the determination of which projects to allocate CDBG funds.

SUMMARY OF CITIZEN PARTICIPATION AND CONSULTATION PROCESSES

City staff leads the preparation, implementation, and evaluation of the Consolidated and Action Plans, related reports, and citizen participation and consultation processes. City staff coordinates housing and community development activities, which includes administration of the CDBG, Social Services, Paratransit, Housing Rehabilitation Loan, and Minor Home Repair Grant programs. All programs are administered through one competitive grant application process. Submitted grant proposals are reviewed by City staff to ensure that CDBG eligibility and national objective criteria are addressed so that proposals are considered in the appropriate funding source category.

The City's Community Services Commission (CSC) further reviews each grant proposal for merit, impact, and cost-effectiveness. The CSC is a fifteen-member entity appointed by City Council, with the primary responsibilities of reviewing proposals and establishing funding recommendations for consideration by council. The CSC represents the larger Hayward community, with the only eligibility requirement to serve being residency within Hayward city limits. The CSC therefore, serves a key role in the CDBG Citizen Participation Plan process. All CSC meetings are public, in which other stakeholders are welcome to offer public comments for consideration during the City's grant funding cycle.

City Council receives two separate sets of funding recommendations from City staff and the CSC, and discusses them at a public Work Session. A formal Public Hearing is conducted two weeks later, in which members of the public have the opportunity to address City Council regarding the CDBG funding recommendations. Ultimately, City Council has the final determination in authorizing CDBG grant awards at the local level.

The City consults with neighboring jurisdictions, public agencies, members of the public, and aligns with other strategic planning efforts when establishing local priorities. Finally, as a member of the Alameda County HOME Consortium, the City also participates in the Consortium's Citizen Participation Plan process.

SUMMARY OF PUBLIC COMMENTS

Each public meeting convened by City Council or the CSC opens with a Public Comments section to provide an opportunity for members of the public to address the Commission and City Council, and to comment on the funding process and recommendations. During the FY 2014-2015 funding process, there were a total of four written comments and eight verbal comments offered by applicants and members of the public. Comments can be reviewed in Attachment 3, the Citizen Participation Outreach Table.

SUMMARY OF COMMENTS OR VIEWS NOT ACCEPTED

As there is a specified time frame for applications and interviews, no new information about an application may be submitted or considered. During the FY 2014-2015 funding process, two verbal public comments were not accepted because they contained clarifying information about a current application. Additionally, two written comments were not accepted. The comments were from agencies not recommended for funding and were an attempt to provide new information.

SUMMARY

This Annual Action Plan and FY 2014-2015 proposed projects are consistent with the City of Hayward Council Priorities and meets HUD National Objectives.

PR-05 Lead & Responsible Agencies

AGENCY RESPONSIBLE FOR PREPARING THE CONSOLIDATED PLAN

Agency Role	Name	Department/Agency
CDBG Entitlement Grantee	City of Hayward	Library and Community Services
HOME Consortium Lead Agency	Alameda County	Housing and Community Development

NARRATIVE

The City of Hayward is an entitlement jurisdiction which receives CDBG funds directly from HUD. To be eligible for HOME funds, Hayward is also a member of the Alameda County HOME Consortium, which is led by the Alameda County Department of Housing and Community Development. The Consolidated Plan is prepared by City staff utilizing local engagement efforts and community feedback. The local process is conducted in collaboration with the County and other partner jurisdictions within the HOME Consortium. While the local process identifies needs specific to Hayward, regional input is considered in an effort to share resources and collectively identify gaps in service delivery. City staff is responsible for the administration and implementation of CDBG funds, while the County is responsible for the administration of HOME funds.

 CONSOLIDATED PLAN PUBLIC CONTACT INFORMATION

Dawn Jaeger
 Community Services Manager
 777 B Street
 Hayward, CA 94541
 (510) 583-5238

 AP-10 CONSULTATION

 INTRODUCTION

In December 2006, City Council adopted the Alameda Countywide Homeless and Special Needs Housing Plan, also known as the EveryOne Home Plan. This is a long-term special needs housing plan which seeks to address the housing-related needs of persons with serious mental illness, those living with HIV/AIDS, and those who are homeless. The EveryOne Home Plan reflects an increased recognition among healthcare and services agencies throughout Alameda County that affordable housing is crucial to the achievement of public and mental health program outcomes. Without stable, decent, and affordable housing efforts to promote public and mental health among low income populations in the County are compromised. In January 2008, EveryOne Home became a community based organization and the official Alameda County-wide Continuum of Care, with governmental entities collectively funding operations and serving on its strategic Leadership Board. The City of Hayward is represented on the EveryOne Home Leadership Board and serves as a non-conflicted member on the Continuum of Care (CoC) funding committee.

 CONSULTATION WITH THE CONTINUUM(S) OF CARE ON HOW TO ALLOCATE ESG FUNDS

The City not an entitlement Emergency Solutions Grant (ESG) grantee, and is also not a current sub-recipient of State ESG funds. The City works in collaboration with the local CoC to determine the need for local funds and offers Certifications of Local Need for ESG applicants within City limits. The City of Hayward serves on the CoC Leadership Board, developing procedures for service delivery, system redesign, performance management, and the operation and administration of HMIS. The City consults with the Continuum of Care develop performance standards and evaluate the outcomes of projects and activities funded with CDBG in alignment with ESG goals. The City of Hayward utilizes the Alameda County Priority Home Partnership ESG Policies and Procedures Manual, which covers policies and procedures for all ESG recipients and sub-recipients operating programs within Alameda County.

 CONSULTATION WITH CONTINUUM(S) OF CARE IN THE STATE TO ALLOCATE ESG FUNDS

The City of Hayward is not an ESG entitlement jurisdiction, and therefore works solely with the local CoC to determine how to allocate ESG funds. The CoC participates in quarterly Regional Steering Committee meetings, which includes eleven Bay Area counties, convened by HomeBase. The committee has had ongoing discussions on how to coordinate regional problem-solving and direction-setting.

AP-12 PARTICIPATION

SUMMARY OF CITIZEN PARTICIPATION PROCESS

The City's Citizen Participation Plan seeks to involve all City residents including low and moderate-income persons, persons living in blighted areas, minority populations, non-English speakers, residents of areas where a significant amount of federally-funded activity is proposed, seniors, people with disabilities, the business community, and civic groups. The Citizen Participation Plan provides opportunities for citizen engagement related to the CDBG, HOME, and other HUD-funded programs. The plan also provides information regarding annual performance reports and HUD-related issues. Goals of the plan are to:

- Provide residents with adequate and timely information about the range of activities that may be undertaken through HUD-funded programs, the kinds of activities previously funded in the community, the level of funding available to carry out these activities, and an estimate of the amount of funds that will benefit low and moderate income persons;
- Provide an appropriate means to ensure the involvement of low and moderate income residents most likely to be affected by HUD-funded programs, and to provide reasonable efforts to ensure continuity of involvement of residents or resident organizations throughout all stages of the program;
- Provide residents with an adequate opportunity to articulate needs, express preferences about proposed activities, assist in the selection of priorities, and the development of the plans, applications and reports; and
- Provide residents with the opportunity to assess and submit comments on all aspects of the HUD-funded programs and their performance.

The Community Services Commission (CSC) is the primary conduit for resident participation in all phases of the CDBG program and other HUD-funded programs. The CSC advises City Council regarding the identification of housing and community development needs, setting priorities, making recommendations concerning the annual allocation of CDBG and other HUD funds, and amending Annual Action Plans as necessary. CSC members must be Hayward residents and are appointed by City Council.

Citizens may submit comments, complaints, suggestions, or questions by letter, facsimile, telephone, email, or in person regarding any aspect of any HUD-funded program. Written comments should be sent to the following address. All written complaints will be answered in writing within 15 working days.

City of Hayward
 Department of Library and Community Services
 777 B Street
 Hayward, CA 94541

Phone: (510) 583-4250
 Fax: (510) 583-3650
 Email: CDBGinfo@hayward-ca.gov
 Web: www.hayward-ca.gov and click "Access Hayward"

CITIZEN PARTICIPATION OUTREACH

Mode of Outreach	Target of Outreach	Summary of Attendance	Summary of Comments	Unaccepted Comments	URL
Public Meeting: 07/17 Commission	General Public, Commissioners	1 guest	None	None	7/17 Commission
Web and Email: 08/20 Notice of Funds	General Public, Spanish-speaking	N/A	N/A	N/A	Notice of Funds
Public Meeting: 09/18 Funding Forum	General Public, Prior Applicants	54 attendees	N/A	N/A	Funding Forum
Public Meeting: 09/18 Commission	General Public, Commissioners	6 guests	None	None	9/18 Commission
Public Meeting: 10/16 Commission	General Public, Commissioners	3 guests	None	None	10/16 Commission
Closed Meeting: 11/16 Review Committee	General Public, Applicants	7 commissioners	N/A	N/A	N/A
Public Meeting: 11/20 Commission	General Public, Commissioners	9 guests	2 Verbal 1 Written	None	11/20 Commission
Closed Meeting: 12/07 Review Committee	General Public, Applicants	7 commissioners	N/A	N/A	N/A
Public Meeting: 12/18 Commission	General Public, Commissioners	5 guests	1 Verbal	None	12/18 Commission
Closed Meeting: 01/11 Review Committee	General Public, Applicants	6 commissioners	N/A	N/A	N/A
Public Meeting: 01/15 Commission	General Public, Commissioners	13 guests	2 Verbal	2 Written	1/15 Commission
Public Meeting: 02/19 Commission	General Public, Commissioners	4 guests	1 Verbal 1 Written	1 Verbal	2/19 Commission
Public Meeting: 03/19 Commission	General Public, Commissioners	5 guests	1 Verbal	1 Verbal	3/19 Commission
Public Meeting: 04/01 City Council	General Public, Applicants	N/A	Various Verbal	None	
Public Meeting: 04/15 City Council	General Public, Applicants	Not yet convened			

EXPECTED RESOURCES

AP-15 EXPECTED RESOURCES

INTRODUCTION

This section of the Action Plan identifies funding resources that will be utilized in FY 2014-2015 to address the City's community development priorities.

PRIORITY TABLE

Program	Expected Amount Available				Expected Available Remainder of Consolidated Plan
	Annual Allocation	Program Income	Prior Year Resources	Total	
CDBG	\$ 1,410,271	\$310,000	\$0	\$1,720,271	\$1,720,271
HOME	\$400,000	\$0	\$ 244,186	\$400,000	\$644,186
General Fund	\$330,000	\$0	\$0	\$330,000	\$330,000
Measure B	\$722,000	\$0	\$500,000	\$1,222,000	\$1,222,000

Program	Source	Use	Narrative Description
CDBG	Federal	Program Administration, Public Services, Facilities Rehabilitation, Economic Development	CDBG funds will be used to support projects that address the community and economic development objectives identified in the FY 2010-2014 Consolidated Plan.
HOME	Federal	Housing Acquisition and Rehabilitation	HOME funds will be used to support projects that address the housing objectives identified in the FY 2010-2014 Consolidated Plan.
General Fund	Local	Services for Under-Served Populations	Services for low-income seniors, non-English speaking communities, youth, and people with disabilities.
Measure B	Local	Transportation Training and Services	Travel training and other transportation related services for seniors and people with disabilities.

DISCUSSION

In addition to funds provided by HUD, the City will utilize local resources to address community and economic development needs. The City is able to match federal funds with its General Fund dollars, as well as with its Measure B allocation from the Alameda County Transportation Commission (ACTC). CDBG and HOME resources will be allocated towards projects that meet HUD national objectives and are able to comply with federal reporting and financial management regulations. The General Fund will support local providers that provide support services to under-served populations, which include low-income seniors, non-English speaking communities, youth, and people with disabilities. These projects must align with Council Priorities. Finally, the Measure B allocation will allow the City to address the transportation needs of seniors and residents with disabilities.

ANNUAL GOALS AND OBJECTIVES

AP-20 ANNUAL GOALS AND OBJECTIVES

GOALS SUMMARY INFORMATION

The City has prioritized the following goals in FY 2014-2015, which also support the goals outlined in the current Consolidated Plan:

FY 2014-2015 Goals	
Affordable Housing	45 Households
Economic Development	165 Businesses
Homelessness Prevention	345 Individuals
Neighborhood Facilities	7 Facilities
Non-Homeless Special Needs	25,720 Individuals

The City estimates that forty-five (45) extremely low-income, low-income, and moderate-income families will be provided with affordable housing in FY 2014-2015, as defined by HOME 91.215(b).

GOAL DESCRIPTIONS

The City will make use of HOME funds to acquire and rehabilitate property to be inhabited by low-moderate income individuals and families in an effort to meet Affordable Housing objectives in the Consolidated Plan. Additionally, many projects will receive a CDBG allocation to provide Public Services as part of the City’s Homelessness Prevention efforts, as well as services to those that are literally homeless. Projects include emergency shelter and transitional housing operations and services, the coordination of permanent supportive housing placements, as well as crises intervention and legal aid. The City will continue to rehabilitate single residential properties for low-income seniors and people with disabilities, as

well as address slum and blight on public buildings. The City will provide technical assistance to businesses to improve hiring practices and provide job readiness training to unemployed residents, as well as offer support to micro-enterprise businesses to meet Economic Development goals. Finally, the City will utilize its General Fund and Measure B resources to address Non-Homeless Special Needs. This includes projects that target under-served populations such as low-income seniors, non-English speaking communities, youth, and people with disabilities.

LOW-MODERATE INCOME FAMILIES THAT WILL BE PROVIDED AFFORDABLE HOUSING

Existing single-family housing stock occupied by lower-income households will be preserved by rehabilitating single-family owner-occupied homes and mobile homes. Through the City of Hayward’s Housing Rehabilitation program, grants and loans will be provided to low-income senior and disabled homeowners to correct minor health and safety repairs, correct code violations, and make accessibility modifications, thereby allowing residents to maintain homeownership. Additionally, through the Alameda County HOME Consortium, the City is also projected to receive HOME funds to help make affordable housing available to low-income Hayward residents.

One Year Goals for Number of Households to be Supported	
Homeless	5
Non-Homeless	35
Special Needs	5
Total	45

One Year Goals for Number of Households to be Supported Through	
Rental Assistance	5
Production of New Units	0
Rehab of Existing Units	35
Acquisition of Existing Units	5
Total	45

AP-35 PROJECTS

INTRODUCTION

The following projects are CDBG eligible activities that will meet a HUD national objective. All applicants participated in the City’s competitive funding process, in alignment with the City’s Citizen Participation Plan. Final allocation amounts were authorized by City Council. Identified sub-grantees must comply with the local contracting standards and federal rules and regulations.

#	Project Name	Activity	Allocation
1	Abode Services	Public Services	\$39,000
2	Centro Legal de la Raza	Public Services	\$26,000
3	CDBG Program Administration	General Program	\$344,000
4	Housing Rehabilitation Program (Entitlement and PI)	Rehabilitation Single Res.	\$390,000
5	Mural Art Program	Neighborhood Facilities	\$20,000
6	Community Child Care Council (4Cs)	Micro-Enterprise Assistance	\$27,000
7	Community Initiatives: Hayward Day Labor Center	Technical Assistance	\$48,000
8	Community Resources for Independent Living	Neighborhood Facilities	\$10,000
9	Eden Council for Hope and Opportunity: Fair Housing	Fair Housing	\$25,000
10	Eden Council for Hope and Opportunity: Tenant-Landlord	Public Services	\$26,000
11	Family Emergency Shelter Coalition	Public Services	\$40,000
12	Family Emergency Shelter Coalition Rehabilitation	Neighborhood Facilities	\$19,800
13	Family Violence Law Center	Public Services	\$60,000
14	Hayward Area Historical Society: Nonprofit Alliance	Technical Assistance	\$20,000
15	Hayward Area Recreation and Park District	Neighborhood Facilities	\$60,700
16	Ruby's Place	Public Services	\$37,000
17	Ruby's Place Rehabilitation	Neighborhood Facilities	\$45,000
18	South Hayward Parish: Hayward Community Action Network (CAN)	Technical Assistance	\$5,000
19	Women on the Way	Neighborhood Facilities	\$13,500
20	Small Business Assistance Program	Direct ED Assistance	\$300,000
21	Remainder Unallocated for Project Contingencies	Neighborhood Facilities	\$164,271
Total FY 2014-2015 Projects			\$1,720,271

REASONS FOR ALLOCATION PRIORITIES AND OBSTACLES

To remain in compliance with the CDBG Public Services cap, the City has limited Public Services to less than 15% of projected funding availability. As directed by Council, CDBG Public Services will be focused on Homelessness Prevention efforts. The City acknowledges that the federal direction is moving towards permanent supportive housing for the chronically homeless and rapid rehousing for families as best practice strategies. The shift of federal funds from emergency shelter and transitional housing projects

have posed itself as an obstacle as local service providers remain somewhat resistant to changing service delivery models and look to the City to financially support traditional and sometimes stagnant models. The City continues to work with its local homeless service providers and Continuum of Care to identify alternative mainstream resources as well as provide technical assistance and capacity building to encourage efficiency changes to the local homeless systems of care.

In regards to Neighborhood Facilities, the City generally does not support the repair of deferred maintenance projects. The focus of the City is to rehabilitate slum or blighted buildings, or to address ADA accessibility needs. That being said, the City received several requests during this funding process from homeless service providers and other agencies that provide support to low-income residents to repair sewer lines. Because of the commonality of the particular deferred maintenance issue amongst the service providers, the CSC and Council authorized CDBG funds for these projects.

Each year, the City selects a few Economic Development projects to encourage job creation or retention. Activities include training and technical assistance, or direct financial assistance to businesses. Projects selected for funding must demonstrate proven success in providing effective training and/or job placements, as well as the capacity to collect and maintain documentation of accomplishments.

Finally, the City has earmarked a portion of funds (\$160,271) for project contingencies, should there be a need to increase an allocation to a project authorized by Council and identified in the current Annual Action Plan. Examples of such instances would include the extension of housing rehabilitation services to meet the needs of additional income-eligible residents, neighborhood facilities projects that require additional financing, or an increase to a Public Services project. Such adjustments would not constitute a Substantial Amendment.

PROJECTS

AP-50 GEOGRAPHIC DISTRIBUTION

DESCRIPTION OF THE GEOGRAPHIC AREAS

Most CDBG-funded Public Services activities are located within the municipal boundaries of the City and are intended to serve a specific low and moderate income clientele regardless of where they reside within the City. Many rehabilitation projects are targeted to downtown, the 238 Corridor, or the Jackson Triangle areas. The downtown area is the location of many homeless encampments and social nuisance behaviors. The 238 Corridor has undergone and continues to recover from construction and redevelopment. Finally, the Jackson Triangle is an underserved low-income residential neighborhood.

RATIONALE FOR THE PRIORITIES FOR ALLOCATING INVESTMENTS GEOGRAPHICALLY

Most CDBG-funded Public Services activities are located within the municipal boundaries of the City and are intended to serve a specific low and moderate income clientele regardless of where they reside within the City. Agencies located outside the City of Hayward's boundaries that serve low income Hayward residents are also eligible to apply for and receive an allocation of CDBG funds. For some residential or business rehabilitation projects, the exact location of the activity is not determined when funding the

program as a whole (i.e., the Housing Rehabilitation Loan, Minor Home Repair and Mural Art Program). For programs such as these, activity eligibility and addressing a National Objective by identifying limited clientele to be served, the process by which eligibility will be determined, and how much and under what terms the assistance will be provided are criterion for selection. Many rehabilitation projects are targeted to downtown, the 238 Corridor, or the Jackson Triangle areas. These areas have been identified by Council as underserved and that are the most blighted, and where many low-income families reside.

AP-65 HOMELESS AND OTHER SPECIAL NEEDS ACTIVITIES

INTRODUCTION

In 2013, EveryOne Home sponsored an extensive count and survey of people utilizing shelter and support services in Alameda County. This survey was called Alameda Countywide Homeless Count and Survey Report. This survey found that there were 4,264 homeless people in the county, a sixteen percent decline from the 2003 survey. The following objectives address the regional nature of homelessness by helping to move the system towards permanent supportive housing while also maintaining the quality of current shelters through strategic cooperation with other jurisdictions. These objectives also describe the City's goals and actions for continuing support of programs and facilities that provide permanent supportive housing, rapid rehousing, and emergency or transitional housing for homeless families.

ONE-YEAR GOALS AND ACTIONS FOR REDUCING AND ENDING HOMELESSNESS

Reaching out to homeless persons and assessing their individual needs: The City will allocate funds to programs that provide outreach, case management, and support services to homeless people, including those who meet the definition of chronically homeless. Abode Services engages and transitions chronically homeless people into permanent housing, shelters, and provides case management and support services by utilizing a Housing First strategy combined with effective street outreach.

Emergency shelter and transitional housing needs of homeless persons: The City will allocate funds to support emergency shelters, supportive and transitional housing facilities. Ruby's Place provides shelter and support services to homeless women and children who are victims of domestic violence. The Family Emergency Shelter Coalition provides emergency shelter and support services for homeless families, without restrictions in regards to family configurations.

Helping homeless persons make the transition to permanent housing: The City will work with interagency and inter-jurisdictional organizations to seek funds to allocate to services aimed at ending and preventing homelessness and chronic homelessness. The City will allocate funds to programs that support the transition of individuals and families into permanent housing, including rapid rehousing and homelessness prevention activities. Abode Services will provide permanent supportive housing to chronically homeless individuals and rapid rehousing to homeless families.

Helping low-income individuals and families avoid becoming homeless: The City will maintain and expand activities designed to prevent those who are currently housed from becoming homeless. Centrol Legal de la Raza legal services and tenant rights education to residents facing eviction and habitability concerns. Eden

Council for Hope and Opportunity provides fair housing education, counseling and investigation services, and landlord and tenant rights education and mediation. Family Violence Law Center offers legal and support services to victims of domestic violence in the form of restraining and “kick-out” orders. All programs are designed to protect and support individuals and families in maintaining housing.

DISCUSSION

The City of Hayward will build on inter-jurisdictional cooperation to implement EveryOne Home: Alameda County's Special Needs Housing Plan. Since its publication in 2006 the Plan has been adopted by the Alameda County Board of Supervisors and all 14 cities, and endorsed by numerous community organizations. Implementation of the EveryOne Home Plan is being spearheaded by a community-based organization of the same name. It is guided by a Leadership Board comprised of jurisdictional appointed members and key community constituencies such as consumers, cities, nonprofits, businesses, and faith-based organizations. EveryOne Home envisions a system of housing and services in Alameda County that, by 2020, ensures all extremely low-income residents have a safe, supportive and permanent place to call home with services available to help them stay housed and improve the quality of their lives. EveryOne Home partners are working on five core strategies:

1. Prevent homelessness and other housing crises.
2. Increase housing opportunities for homeless and extremely low-income households.
3. Deliver flexible services to support stability and independence.
4. Measure success and report outcomes.
5. Develop long-term leadership and build political will.

AP-75 BARRIERS TO AFFORDABLE HOUSING

INTRODUCTION

Many factors inhibit the development of affordable housing in Hayward including the high cost of financing affordable housing projects, and difficulty in developing community support. The City will actively seek to address these barriers through monitoring the following:

- Cost of Land and Development Fees
- City Ordinances
- Development Approval Permit Process
- Design Standards

ACTIONS TO REMOVE PUBLIC POLICIES THAT ARE BARRIERS TO AFFORDABLE HOUSING

The City of Hayward allocates a portion of its General Fund to support Social Services programs targeted to specific low-income populations which include seniors, people with disabilities, and youth.

DISCUSSION

Cost of Land and Development Fees

Hayward's development fees are in the middle to lower-middle range when compared with other cities in Alameda County and are not considered to be an impediment to the development of affordable housing. Land prices have increased in Hayward during the last several years. However, these prices are lower than land costs in cities to the east and south and comparable to cities to the north and are not an impediment to the development of affordable housing.

City Ordinances

The City has adopted and is implementing two laws intended to increase affordable housing: 1) The Inclusionary Housing Ordinance (IHO) which became effective January 1, 2004 and requires for-profit developers to provide 15% of units to be affordable to owner-occupants at or below 120% AMI, or to renters (divided equally) at or below 50% AMI and 6% AMI. With City Council approval, developers may provide units off-site or pay in-lieu fees; and 2) the Density Bonus Ordinance which provides a Density Bonus to developers in exchange for the development of affordable or senior housing units.

Development Approval Permit Process

The City of Hayward continues to streamline the development approval process. The time to process permits has been reduced by at least 40% for most major permit types. In addition, the City utilizes a computer-based development tracking system that makes information available to customers on the Internet. The City offers pre-application and code assistance meetings to respond to developer questions about the permit process prior to application submittal. By answering these questions early in the development process, development applications are processed quicker and with fewer requests from the City for revisions. The permit process is not a barrier to the development of affordable housing.

Design Standards

The City requires that all new and rehabilitated housing developments, whether market-rate or affordable, meet design standards and have an appropriate number of parking spaces. These design standards also seek to ensure the health and safety of occupants. These standards are not a barrier to the development of affordable housing. In actuality, requiring affordable housing developments to meet the design standards helps community acceptance of these projects since they often appear the same, if not better, than many market-rate developments.

AP-85 OTHER ACTIONS

ACTIONS PLANNED TO ADDRESS OBSTACLES TO MEETING UNDERSERVED NEEDS

Providing services for those with special or underserved needs may prevent these individuals from becoming homeless, and also supports the City's anti-poverty strategy. In FY 2014-2015, the City will utilize its General Fund to provide resources and participate with other jurisdictions to jointly fund non-housing service-enriched special needs projects that benefit Hayward residents with special needs.

ACTIONS PLANNED TO REDUCE LEAD-BASED PAINT HAZARDS

According to the Alameda County Lead Abatement Program, Hayward has approximately 34,700 pre-1978 housing units. These units may contain lead-based paint. In accordance with the HUD/EPA regulations, City rehabilitation staff receives certification as Lead Supervisors. These staff members apply the lead regulations affecting property rehabilitation with CDBG funds. The new EPA's new Renovation, Repair, and Painting (RRP) Rule, which affects HUD-funded residential rehabilitation, went into effect on April 22, 2010, and the City has modified its contracting and rehabilitation procedures to comply with these new regulations. Additionally, the City will implement numerous strategies to mitigate any lead-based paint issues during FY 2014-2015. The City's Senior Housing Rehabilitation Specialist is trained and certified in Lead Safe Work Practices. The specialist will provide lead information to all homeowners that receive residential rehabilitation services. The City will also require that all subcontractors attend Lead Safe Work Practices training and certification, with expenses paid for by the City. All contracts specify agreement and compliance with Lead Safe Work Practices. Rehabilitation projects conducted on properties built before 1970 will be tested for lead, with results shared with each homeowner. Finally, the City will maintain all lead testing survey and data results.

ACTIONS PLANNED TO REDUCE THE NUMBER OF POVERTY-LEVEL FAMILIES

The City's anti-poverty strategy is to partner with other agencies whose focus is improving opportunities for low-income families, youth, single adults and persons with disabilities who need shelter, prevention, and intervention activities to improve their lives. The City will partner with other public partners and fund non-profit organizations in implementing innovative programs to meet these needs.

ACTIONS PLANNED TO DEVELOP INSTITUTIONAL STRUCTURE

The City of Hayward implements housing and community development programs within a structure that includes various public and private agencies and organizations. The Available Resource section above describes the function of each resource within the structure. Additionally, the City regularly monitors progress on activities to be carried out in the Action Plan to ensure compliance with program requirements. The overall process begins with the identification of needs, evaluating applications for CDBG funding, and allocation process. Through Agreements with sub-recipients and Memoranda of Understanding (MOUs) with other public agencies, the City sets a benchmark by incorporating goal requirements and reporting procedures, timelines, and budgets against which performance is measured.

ACTIONS PLANNED TO ENHANCE COORDINATION

The City works closely with many private and nonprofit organizations on housing and community development activities. The City's grant funding process promotes collaboration and coordination between these organizations in the delivery of housing, community development and other public and social services in order to reduce duplication of effort and to maximize the use of limited public resources. The City worked with these agencies, as well as with the primary health care institutions that serve Hayward residents on the delivery of, and access to, health care services. The City works in coordination with the Hayward Chamber of Commerce and many local and regional business representatives to address the economic and workforce development needs of the Hayward community.

DATE: April 15, 2014

TO: Mayor and City Council

FROM: Assistant City Manager

SUBJECT: Residential Rental Inspection Program Updates: Introduction of Ordinance Repealing and Replacing Chapter 9, Article 5 of the Hayward Municipal Code establishing a Self-Certification Program; Introduction of an Ordinance Adopting the 2012 International Property Maintenance Code; and Adoption of a Revised Master Fee Schedule Relating to Fees and Charges for Administrative Hearing Appeals

RECOMMENDATION

That the City Council updates the Residential Rental Inspection Program as follows:

1. Repeals the existing Chapter 9, Article 5 of the Hayward Municipal Code and introduces a new Chapter 9, Article 5 of the Hayward Municipal Code that establishes a Self-Certification Component to the Residential Rental Inspection Ordinance;
2. Introduces an Ordinance Adopting the 2012 International Property Maintenance Code; and
3. Adopts a revised master fee schedule relating to fees and charges for administrative hearing appeals.

SUMMARY

The report proposes to repeal and replace the current Residential Rental Inspection Ordinance as part of an ongoing effort to improve efficiencies for which staff seeks approval. Staff anticipates the proposal will strengthen code enforcement services and provide for the continued protection of habitability for tenants by maintaining property. Staff proposes as follows:

- I. Self-Certification Program – in response to requests from rental property owners, staff has developed a proposal to allow owners who provide effective and high-quality maintenance of their rental properties, to apply for a self-certification program instead of participating in the regular cycle of rental inspections.
- II. Administrative Updates – Provides for the adoption of the most recent International Property Maintenance Code as the authority under which rental inspections are

performed and allows for the adjustment of rental inspection services in the focus and non-focus inspection areas.

III. Administrative Hearing Fees – Allows the City to recover staff costs associated with preparing cases for the administrative hearing appeal process.

On September 17, 2013¹, staff presented these recommended changes to Council as part of a work session. Following further discussions with the Rental Housing Association and other stakeholders, staff is bringing this item back to Council for approval.

BACKGROUND

The purpose of the Residential Rental Inspection Program (RRIP) is to identify and eliminate housing violations, which will ensure the on-going safety and protection of residents and conservation of existing rental housing stock by ensuring properties are compliant with current housing and building codes. In addition, the program supports compliance with the City's legal obligation to ensure rental units meet minimum housing requirements. The proposed repeal and replacement of the Residential Rental Inspection Ordinance are in line with the City's goal to strive for progressive and appropriate programs while being mindful of limited staffing and resources.

The City of Hayward first initiated a comprehensive RRIP in 1982 and has periodically implemented ordinance revisions to the program. There are approximately 21,000 rental units in Hayward. Single-family residences comprise approximately 1,000 of those rental units. Multi-family units, which include duplexes, condominiums, townhomes, hotels, and motels, comprise the other 20,000 rental units. Rental inspections are classified as mandatory, referral, or complaint-driven. The RRIP currently resolves over 3,000 health and safety violations annually, including, but not limited to: housing violations involving water heaters, smoke detectors, carbon monoxide detectors, wall heaters, loose stairs/railings, illegal garage conversions, and alterations of electrical, mechanical, plumbing, and structural features.

The current pro-active inspection process involves the systematic identification of properties by census-tract and includes mailing survey inspection notices to both property owners and tenants informing them of the scheduled inspection. Notices are normally sent thirty days in advance and include the time and date for the scheduled inspection to ensure staff is allowed access to the rental unit(s). A referral or complaint-based response can, depending on the severity of the violation, require a site inspection of the unit before the property owner is notified in writing of the complaint. Upon completion of the site inspection, and if applicable, a "Notice of Violation" is mailed to the property owner/responsible party informing them of the violation(s) and corrective actions required. In both circumstances, the property owner is provided the opportunity to correct any identified violation(s) before fees/penalties are assessed for non-compliance.

¹ **September 17, 2013 Staff Report, Item 2:** <http://www.hayward-ca.gov/CITY-GOVERNMENT/CITY-COUNCIL-MEETINGS/2013/CCA13PDF/cca091713full.pdf>

In 2003, the City Council adopted focus and non-focus areas within the Residential Rental Inspection Ordinance. Focus areas were selected based on factors including, but not limited to: age of rental housing stock; condition of rental housing stock; and history of previous code violations. The focus areas currently include: South Garden; Burbank; Santa Clara/Jackson Triangle; Harder-Tennyson; and South Hayward BART/Dixon St. Currently, the focus areas are inspected on an average of every four to five years while those areas outside of the focus area are inspected on an average of every seven to ten years.

Rental housing complaint data for a twelve-month reporting period has shown that complaint-based rental cases are dispersed equally across the current focus and non-focus areas. The recent re-organization/consolidation of the Community Preservation and Rental Housing programs has also provided an opportunity to reevaluate the need for focus areas due to the reorganization and new technology. In addition, approximately 50% of all rental properties inspected have a code violation. As a result of the efficiencies created from the consolidation of Community Preservation and Rental Housing, and in conjunction with the self-certification program if approved, staff anticipates the ability to perform City-wide pro-active rental inspections (regardless of focus area) on a five-year average inspection schedule. Additionally, with the implementation of the self-certification program proposed in this report, the number of rental units requiring annual inspections would decrease annually, providing staff the opportunity to further concentrate inspections on “problem” properties.

On September 17, 2013, a City Council Work Session was held to discuss initial recommendations for revisions to the City’s Residential Rental Inspection Ordinance. Council members generally expressed support for a self-certification program and offered the following recommendations: re-engage stakeholders in discussions concerning the proposed amendments; present information that encourages participation by responsible property owners; establish performance benchmarking; identify and reward responsible landlords and require irresponsible landlords to attend trainings and maintain their properties according to program standards; and revisit the self-certification fee structure. This report and the proposed ordinance reflect the direction provided by the Council at the September 17 work session as well as additional conversation with stakeholders.

DISCUSSION

Staff is recommending repealing and replacing the Residential Rental Inspection Ordinance with an updated and revised Ordinance. The revisions to the current Residential Rental Inspection Program (RRIP) fall into three areas: 1) creation of a new self-certification program; 2) administrative changes; and 3) updates to the administrative hearing fees. The most significant of these is the creation of the self-certification program, but all of the proposed changes are described in more detail below.

I. Self-Certification Program:

Self-certification is a voluntary program that provides responsible property owners an opportunity to opt out of mandatory rental inspections for an indefinite period of time provided they comply with all the requirements set forth to participate in the self-certification program. In order to qualify,

property owners must show a history of responsible property ownership², submit a no-fee self-certification application, complete and submit a checklist, and, if applicable, pass a qualifying site inspection, which requires that a minimum of 20% of the units be inspected. Those properties that are successful through the application process will be awarded a certificate of compliance that can be publically displayed and will have opportunity to have their rental property posted on the City's web-site as a recognized "Self-Certified" Hayward property rental. If a property's condition requires further inspection services, staff can initiate inspections of more units in accordance with rental inspection program guidelines.

In response to Council concerns, staff does not propose requiring all property owners to participate in the eight-hour Crime-Free training as a condition of Self-Certification eligibility. However, to address those more problematic properties, staff will assist and encourage property owners and their managers/landlords with additional remedies and recommendations such as participation in the Hayward's Crime Free Multi- Housing Program, which includes, but is not limited to: Crime Prevention through environmental design; landlord tenant screening and/or evictions; and community awareness training.

The core responsibility of the RRIP is to ensure the on-going safety of residents with a goal of accomplishing this without overly burdening rental property owners or City staff. Self-certification will provide a streamlined inspection/certification alternative to property owners who have a verified history of providing safe and sanitary housing conditions to their tenants.

Eligible property owners will continue to be required to pay the annual RRIP fees, but will not be subject to mandatory rental inspections. If the City receives a complaint about the condition of a property or its units, the property owner may remain in the program as long as (1) violations are not serious or threaten the health and safety of the tenants, and (2) they correct any identified violation by the time of the first progress check inspection for the property.

A property may be removed from the self-certification program upon confirmation of the existence of a code violation(s) on the property and failure to correct the violation by the first progress check. A property owner has the right to contest a factual finding of a violation at an administrative hearing. If the administrative hearing officer determines that a code violation exists upon the property, the owner must correct the violation or the property may be removed from the program.

Properties determined to be ineligible to participate in the self-certification program shall be ineligible to participate for a period of one-year from the date of correction of the violation and shall be subject to inspection fees/penalties pursuant to the City's Master Fee Schedule..

Northern California cities that currently operate a Self-Certification program are: Richmond, Berkeley, Concord, Pittsburg, Santa Cruz, Sacramento, and Stockton. Staff has incorporated

² A property must have the following characteristics to participate in the Self-Certification Program: a.) No current complaint of code violations on the property; b.) No previously-identified and uncorrected code violations at the time of application; c.) No outstanding fees, charges and/or penalties due to the City of Hayward; and d.) No code enforcement liens and/or special assessments on the property.

aspects of these programs into the proposed model, but it aligns most closely with the City of Concord. A jurisdictional analysis revealed that code enforcement staff has caseloads which on average are 50% higher than neighboring jurisdictions. Staff is proposing to incorporate the administrative and inspection duties of self-certification into the existing workflow of its current Code Enforcement staff. Staff will be responsible for reviewing and processing submitted applications and will initially accept up to the first one-hundred (100) completed and verified applications into the program. Upon completion of the background check of the property and qualifying site inspections, if applicable, eligible properties will receive their self-certification approval and certificate.

The length of time required to receive, review, and process self-certification applications will fluctuate depending on unit count and number and complexity of violations (if any). Since it is unknown how many properties will apply for the program and their number of units, or how this will impact current code enforcement operations, a cap of one-hundred (100) applications is proposed for the first year of the self-certification program. Upon completion of the first year, staff will have developed a better understanding of the impact self-certification has on existing code enforcement services. If the impacts do not negatively affect code enforcement operations, staff will increase the proposed one-hundred (100) annual application cap. The 100-projected applications received would be processed and prioritized on a first-come, first-served basis.

II. Administrative Updates:

- a. *International Property Maintenance Code:* The Residential Rental Inspection Program (RRIP) currently enforces the 2009 International Property Maintenance Code (IPMC). The IPMC is a model code that regulates the minimum maintenance requirements for existing buildings. Previous code adoptions by the City of Hayward included the adoption of the 1997 Uniform Housing Code and the initial adoption of the 2006 IPMC. Staff recommends adoption of the most recent version of the IPMC for use in rental inspections.

The IPMC is considered the industry standard with respect to the maintenance of existing buildings. The first edition of the IPMC (1998) was the culmination of an effort initiated in 1996 by a code development committee appointed by the International Code Council (ICC). It consisted of representatives of three statutory members of the ICC at that time, including: Building Officials and Code Administrators International, Inc. (BOCA), International Conference of Building Officials (ICBO) and Southern Building Code Congress International (SBCCI). The committee drafted a comprehensive set of regulations for existing buildings that was consistent with the existing model property maintenance codes at the time.

The IPMC is kept up to date through the review of proposed changes submitted by code enforcing officials, industry representatives, design professionals and other interested parties. Changes to the IPMC only occur through an open code development process. The 2012 edition presents the code as originally issued, with changes reflected through the previous 2006 editions and further changes developed through the ICC Code Development Process through 2010.

The IPMC provides a more in-depth approach to recognizing identifiers for substandard residential structures as well as expanding on other criteria related to clarification and correction of identified violations. For example, while the California Health and Safety Code states that “inadequate heating” is a substandard building condition, it does not define what heating is considered adequate. The IPMC fills the gap and states that for residential occupancies, the following applies:

IPMC 602.2: “Dwelling units shall be provided with heat facilities capable of maintaining room a temperature of 68⁰ F (20⁰C) in all habitable rooms... Cooking appliances shall not be used, nor shall portable unvented fuel-burning space heaters be used, as a means to provide required heating.

The RRIP currently utilizes the 2009 IPMC on a daily basis to ensure properties are compliant with minimum heating standards. Inspectors routinely observe rental properties using portable heaters to keep adults and children warm during the winter season. According to the National Fire Protection Association, in 2003 space heaters were the source of three out of every five fire-related injuries in the home. In 2006, the association reported that home heating was the second highest cause of fires in the home. In 2013, an apartment complex in the City caught fire and the functional smoke detectors which had been inspected by RRIP staff successfully alerted the adults and children of the danger and allowed them safely exit the apartment building.

The IPMC focus is on maintenance and safety regulations as well as providing enforcement agencies guidance on identifying code violations. The adoption of the updated IPMC will continue to provide the necessary technical provisions and administrative authority for code enforcement inspectors to pursue unsafe building conditions with no outward changes to the city’s code enforcement program. In sum, the use of the IPMC allows residents of Hayward to reside in safe and well maintained living environments.

- b. *Elimination of Focus Areas*: The recent reorganization of the Residential Rental Housing Inspection and Community Preservation Programs and analysis of complaint based inspections city-wide provided staff an opportunity to re-examine the need for the focus and non-focus inspection areas. The cross-training of Community Preservation Inspectors in Rental Inspection duties will provide efficiencies in response times and consolidation of inspection services. In addition to the reorganization, software has also provided for enhanced tracking of reports, clear and uniform enforcement letters, and paperless case management. This extremely efficient software program was first implemented within the Community Preservation program in 2009, resulting in effective and efficient case management.

The re-organization, effective computer software, and implementation of the self-certification program will allow staff to perform all mandatory (non-Self-Certified) rental inspections approximately every five years city-wide. The inspection cycle is based on staff’s current inspection average of 60 rental units per inspector per month. . In addition, staff conducted a one-year analysis of complaints received within focus and non-focus

areas (Attachment VI). This analysis provided data showing that equal concerns and violations were found in both focus and non-focus areas. Thus, staff is recommending eliminating focus areas to allow a more thoughtful approach to resource allocation. The removal of the focus area designation from the Residential Rental Inspection Ordinance will allow staff to focus on areas in greatest need of inspection services based on calls for service or observed violations rather than having to allocate resources to properties simply because they are in the focus areas and even though they may exhibited no problem behaviors.

III. Administrative Hearing Fees:

The third element of the proposed ordinance revisions involve applying and collecting administrative hearing fees similar to other jurisdictions in order to partially off-set staff costs associated with preparing reports and presenting testimony relating to administrative hearing appeals. The City currently charges a \$50 flat rate fee for the administrative hearing appeal process, which does not fully cover city costs. Staff responds to approximately forty administrative hearing requests annually and spends approximately three hours per case to prepare staff reports and provide testimony. Staff reports are a detailed case summary intended to provide the hearing officer an expansive overview of the case and include city issued permits (if applicable), case photos, county records, and any corroborating evidence to support staff's testimony. Incorporating a flat rate fee of \$225 for staff time into the administrative hearing process will allow the City to recoup all the costs associated with both of these duties. If the Administrative Hearing Officer does not sustain the City's actions, the \$225 will be refunded to the Hearing Applicant, and no additional charge will be assessed.

ECONOMIC IMPACT

A vibrant and well-maintained housing stock in the City dramatically improves economic value for the City, property owners, and business owners. If a community is well-maintained, petty crime is often reduced, property values remain high and people will want to further invest in the community. The RRIP helps to ensure that all property owners are maintaining their rental properties up to local, State, and federal laws and ordinances, and community standards.

FISCAL IMPACT

Staff estimates some fiscal impact to the City in staff time and effort spent on processing and reviewing self-certification applications. Existing resources will be reallocated and adjusted to accommodate for the new program. Should Council also direct staff to process more applications than initially proposed, some additional cost in time and resources would be involved.

Staff originally proposed application fees that would cover the cost of two additional FTE's (one administrative clerk and one code enforcement inspector). This was initially considered in order to support an expeditious process. However, based on current economic conditions and the objections of the affected community, staff is willing to implement the program on a trial basis without additional fees or staff. Although this new approach will support the ultimate goals and objectives of

the program, it will be on a much more gradual track. If it proves to be an issue, staff will come back to Council with a request for fee implementation.

To participate in the Self-Certification Program, a property owner will not need to pay any additional fees; they only need to meet the criteria for acceptance into the program. They will still be subject to the annual Residential Rental Inspection Program fees but, once admitted to the Self-Certification Program, will no longer be subject to mandatory inspections.

PUBLIC CONTACT

On November 7, 2012, staff discussed the proposed self-certification program at the Downtown Business Improvement Area board meeting (DBIA). Many board members were in support of the proposed program. The DBIA informed City staff that the proposed program supports their number-one priority of providing for a safe and clean Downtown.

On November 15, 2012, staff provided a powerpoint presentation about the proposed self-certification process at the Keep Hayward Clean and Green Task Force meeting and received general support by those in attendance.

On December 4, 2012, a meeting with the Rental Housing Association (RHA) was held to discuss revisions to the first two components of the program and general support was received for the concept.

On January 4, 2013, and February 28, 2013, meetings with the Rental Housing Association (RHA) were held to expand dialogue with the RHA and seek input and opinions regarding specific ordinance revisions that which been incorporated into the staff report. Issues expressed included: support for the Concord program model; incorporating a common violation list on the City's website; incorporating a data-tracking system; participating as presenters for the self-certification training; removal of the focus areas; waiving the mandatory class requirement for property owners who have previously participated in an approved training class; and concerns raised over the cost associated with the proposed fee schedule for self-certification.

On October 3, 2013, a meeting was held with the members of the Rental Housing Association (RHA) and David Stark of the BAY-EAST Realtors Association. Staff discussed the Residential Rental Ordinance amendments brought forth to Council on September 17. Staff asked for and received comments regarding various components of the self-certification proposal including, but not limited to: the base-line inspection requirement; self-certification application costs; the 8-hour training class for participants; and the sunset stipulation to the proposed program. The RHA advised City staff that they would seek additional input from members who did not attend the meeting and will provide additional comments.

On October 17, 2013, the RHA informed City staff that they had reached out to the members who did not attend the October 3 meeting and no additional comments or concerns regarding the self-certification proposal were submitted.

On December 6, 2013 an executive summary of the residential rental ordinance amendments were e-mailed to the RHA. The summary included modifications to the City's initial proposal that resulted from follow-up conversations with the RHA. The modifications include, but are not limited to, the no fee application, 100 application cap for the 1st year and no sunset for properties in good standing.

On January 14, 2014, city staff received a follow up e-mail from representatives of the RHA regarding the City's executive summary. RHA rebuttal comments include but are not limited to the initial number of participants, method of notification for those seeking to participate, and other fee structure changes.

On January 24, 2014, City staff provided an e-mail update to the RHA regarding their rebuttal comments to the initial executive summary. Rebuttal comments included: initial number of participants cap is based on existing staff being required to process applications; notification of the new program will be done via US mail to property owners; and no program fee structure changes are being proposed.

Since January 2014, staff has kept in monthly communications with the RHA regarding proposed dates for this item being brought forward to Council for consideration.

While developing the proposed self-certification program, staff and the RHA have addressed numerous concerns; however, several items are still in discussion. Among those are: 100 application cap, annual fee's, hard copy application submittal, and the IMPC,

Staff has recommended a 100 application cap for the first year of the program. as this will allow an opportunity to evaluate the time impacts of administering the program.

Staff supports the current annual Residential Rental fee assessment in accordance within the City's Master Fee Schedule. A property could be inspected at any time via a complaint thus necessitating inspections in accordance with current rental inspection guidelines. In FY12/13 staff addressed over 620 complaints resulting in over 550 Health and Safety code violations.

Staff is currently looking at alternatives to hard-copy documents and is working on developing an electronic checklist.

The IPMC is kept up through peer review by enforcing officials; industry representatives, design professionals and others interested parties as noted within this report. Staff also believes the minimal changes in the new IPMC would not adversely affect the current inspection process and staff welcomes the RHA's feedback on the IPMC and its application to rental inspections. Although these are minimal code changes they are not of less importance, as they provide a more comprehensive and uniform approach for providing guidance on identifying code violations. The IPMC augments existing state and federal Health and Safety laws and as a recognized industry standard as numerous California cities have also adopted and utilize the IPMC. To date there have been no administrative appeals contesting violations referenced within the IPMC. Additionally, in FY12 and FY13 staff has not received any concerns or specific objections to the use of the IPMC.

Staff will continue to work in partnership with the RHA to ensure safe and sanitary rental units are provided to the community.

NEXT STEPS

If introduced on April 15, the City Council will consider adoption of the two ordinances on April 22, 2014. The ordinances will become effective thirty days after adoption.

Prepared by: Stacey Bristow, Neighborhood Partnership Manager

Recommended by: Kelly McAdoo, Assistant City Manager

Approved by:



Fran David, City Manager

Attachments:

- Attachment I** Ordinance repealing and replacing Chapter 9, Article 5 of the Hayward Municipal Code
- Attachment II** Ordinance Adopting the 2012 International Property Maintenance Code
- Attachment III** Resolution: Revising Master Fee Schedule by modifying Hearing Fees
- Attachment IV** Fee Schedule: Update Master Fee Schedule by modifying Hearing Fees
- Attachment V** Self-Certification Flow Chart
- Attachment VI** **City-Wide Complaint Driven Rental Inspections**

ORDINANCE NO._

ORDINANCE REPEALING AND REPLACING CHAPTER 9,
ARTICLE 5, OF THE HAYWARD MUNICIPAL CODE
REGARDING THE HAYWARD RESIDENTIAL RENTAL
INSPECTION ORDINANCE

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HAYWARD
DOES ORDAIN AS FOLLOWS:

Section 1. Upon the effective date of this ordinance, Chapter 9, Article 5, of the Hayward Municipal Code is hereby repealed and, in substitution thereof, a new Article 5 of Chapter 9 of the Hayward Municipal Code is hereby enacted to read in full as follows:

ARTICLE 5

RESIDENTIAL RENTAL INSPECTIONS

Section	Subject Matter
9-5.101	TITLE
9-5.102	PURPOSE
9-5.103	SCOPE

DEFINITIONS

9-5.201	GENERAL
9-5.202	ENFORCEMENT OFFICIAL
9-5.203	HEARING OFFICER
9-5.204	HOTEL AND MOTEL
9-5.205	IMMINENT HAZARD
9-5.206	RENTAL HOUSING UNIT
9-5.207	OWNER

Section	Subject Matter
GENERAL RESPONSIBILITIES	
9-5.301	ADMINISTRATION
9-5.302	MANDATORY INSPECTION PROGRAM
9-5.303	EXEMPTION FROM MANDATORY INSPECTION
9-5.304	SELF-CERTIFICATION PROGRAM
9-5.305	CAUSE FOR INSPECTIONS
9-5.306	NOTICE TO TENANTS
9-5.307	RETALIATION
9-5.308	NOTICE AND ENTRY
9-5.309	CORRECTION NOTICE
9-5.310	ADMINISTRATIVE HEARING
9-5.311	ENFORCEMENT: REPORT TO FRANCHISE TAX BOARD
9-5.312	NOTICES
FEES/PENALTY CHARGES	
9-5.401	FEES/PENALTY CHARGES
RECOVERY OF FEES/PENALTY CHARGES	
9-5.501	NOTICE OF LIEN/SPECIAL ASSESSMENT
9-5.502	LIEN/SPECIAL ASSESSMENT HEARING
9-5.503	REPORT OF FEES AND PENALTY CHARGES
9-5.504	NOTICE OF REPORT
9-5.505	COLLECTION ON TAX ROLL
9-5.506	ANNUAL REPORT OF ENFORCEMENT OFFICIAL
9-5.507	PROCEDURE NOT EXCLUSIVE

ARTICLE 5

RESIDENTIAL RENTAL INSPECTION

SEC. 9-5.101 TITLE. These regulations shall be known as the Residential Rental Inspection Ordinance of the City of Hayward, may be cited as such, and will be referred to herein as "this code."

SEC. 9-5.102 PURPOSE. The purpose of this code is to safeguard the stock of decent, safe, and sanitary rental housing units within the City and to protect persons entering or residing in them by providing for inspection of rental housing units and the common areas when certain indicators show that violations of State or local codes may exist in a unit or pursuant to a systematic area-wide inspection program.

SEC. 9-5.103 SCOPE. The provisions of this code shall apply to all rental housing units and to all hotel and motel units as herein defined. Provisions of this code shall be supplementary and complementary to all of the provisions of the Hayward Municipal Code, State law, and any law cognizable at common law or equity, and nothing herein shall be construed, read, or interpreted in any manner so as to limit any existing right or power of the City of Hayward to abate and prosecute any and all nuisances or to enforce any other conditions in violation of State or local codes, including, but not limited to, any building, housing, property maintenance, plumbing, mechanical, electric, substandard buildings, and public nuisance codes and/or ordinances.

DEFINITIONS

SEC. 9-5.201 GENERAL. For the purpose of this code, certain words, phrases, and terms, and their derivatives shall be construed as specified herein. Words, phrases, and terms used in this code, but not specifically defined herein, shall have the meanings assigned to them as stated in the applicable State or local code. Where not defined in this code or in the applicable State or local code, such words, phrases, and terms shall have the meaning generally prescribed by dictionary definition.

SEC. 9-5.202 ENFORCEMENT OFFICIAL. Enforcement Official shall mean the City Manager or his/her designee authorized to administer the provisions of this code.

SEC. 9-5.203 HEARING OFFICER. Hearing Officer shall mean the City Manager or his/her designee authorized to conduct hearings pursuant to this code.

SEC. 9-5.204 HOTEL AND MOTEL. A hotel or motel of common Ownership on a single parcel is any structure or group of attached or detached structures containing six or more guest rooms intended or designed to be used, or which are used, rented or leased to be occupied, or which are occupied for sleeping purposes by guests. For the purpose of this definition, common Ownership shall be deemed to exist whenever a single individual or entity has any kind of Ownership interest whether as an individual, partner, joint venturer, stock Owner, or some other capacity.

SEC. 9-5.205 IMMINENT HAZARD. All buildings or portions thereof which are determined after inspection by the Building Official to be unsafe, substandard, or dangerous, as defined by California Health and Safety Code Section 17920.3 et seq., the California Building Code, or Article 9, Chapter 3 of the Hayward Municipal Code, Building Abatement Ordinance, are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition, or removal as specified in the Hayward Building Abatement Ordinance.

SEC. 9-5.206 RENTAL HOUSING UNIT. A rental housing unit is any residential dwelling in a single structure, or in a group of attached or detached structures containing one or more such dwelling units on the same parcel of land under common Ownership that (a) contains one or more rooms with a single kitchen designed for living and sleeping purposes as an independent housekeeping unit, and (b) is occupied or intended to be occupied on a rental basis. For the purposes of this section, the following types of dwelling units or facilities are not considered rental housing units:

- a. Accommodations in any hospital, extended care facility, convalescent home, nonprofit home for the aged, or dormitory that is owned and operated by an educational institution.
- b. Accommodations in a nonprofit cooperative that is owned, occupied, and controlled by a majority of the residents.

For the purpose of this section, common Ownership shall be deemed to exist whenever a single individual or entity has any kind of Ownership interest whether as an individual, partner, joint venturer, stock Owner, or some other capacity.

SEC. 9-5.207 OWNER. Shall mean any person owning rental property as shown on the last equalized assessment roll for City taxes or his/her designee.

GENERAL RESPONSIBILITIES

SEC. 9-5.301 ADMINISTRATION. The City Manager, or his/her designee, hereinafter known as the Enforcement Official, is authorized to administer the provisions of this code.

SEC. 9-5.302 MANDATORY INSPECTION PROGRAM. The City of Hayward hereby institutes a systematic code enforcement program that will ensure that residential rental units, hotels, and motels are inspected over time. The program will include mandatory inspection of units based on factors including, but not limited to: Age of rental housing stock, condition of rental housing stock, and history of previous code violations. The Mandatory Inspection Program is a part of the City of Hayward overall effort to encourage conservation of existing rental housing units, motels, and hotels. Owners of these types of structures will be required to bring these units to applicable State and local code standards. Owners, managers and tenants shall allow for the inspection of these units. If an Owner, manager or tenant refuses to permit an inspection, the Enforcement Official is authorized to procure an inspection warrant.

SEC. 9-5.303 EXEMPTION FROM MANDATORY INSPECTION. Exemption from the mandatory inspection shall be available for well-maintained properties that qualify under the Self-Certification Program. A property must have the following characteristics to participate in the Self-Certification Program:

- a. No current complaint of code violations on the property;
- b. No previously-identified and uncorrected violations of the California Code of Regulations, State Housing Code, California Health and Safety Code, California Building, Plumbing, Mechanical or Electrical Codes, Uniform Code for the Abatement of Dangerous Buildings, International Property Maintenance Code or provisions of the Hayward Municipal Code at the time the applicant submits the application for self-certification;
- c. No outstanding fees, charges and/or penalties due to the City of Hayward; and
- d. No code enforcement liens and/or special assessments on the property.
- e. Notwithstanding an exemption, the City retains the right to inspect any exempted unit or property upon information that a code violation may exist thereon. Cause for inspection of an exempted unit or property shall be the same as the causes set forth in Section 9-5.305.

SEC. 9-5.304 SELF-CERTIFICATION PROGRAM.

- a. Application for Self-Certification: A property owner or his/her designee must complete an Application for Self-Certification to obtain an exemption from mandatory inspection. As part of the Application process, a property owner or his/her designee must:
 1. Conduct a self-inspection of all rental units, including interior conditions, exterior conditions, common areas and site conditions, and
 2. Certify that conditions at the property achieve the interior, exterior, and site standards as listed on the Self-Certification Checklist.
- b. Qualifying Inspections: Qualifying inspections shall be required for properties that have not been the subject of a Residential Rental inspection within the 10 years preceding application for the Self-Certification Program. Upon receipt of the application to participate in the Self-Certification Program, the City shall inspect a minimum of 20% of the property's total units. Any fraction thereof will be calculated as a whole unit.
 1. Minimum Inspection: For qualifying participants, the number of inspections will be limited to a minimum of 20% of the complex's total units, and, upon verification of compliance, the property shall be allowed to remove itself from the mandatory inspection requirement, provided that the conditions do not deteriorate to the point where the property would no longer meet eligibility standards for program participation.

2. Notice to Tenants: The property owner or his/her designee must notify the individual tenants of any inspection and ensure access to units which will be randomly selected for inspection by City staff.
- c. Violations during Qualifying Inspections: If during the course of a qualifying inspection the Enforcement Official discovers a code violation(s), the violation must be corrected by the first progress check in order to be eligible for participation in the Self-Certification Program. A property owner who fails to correct a violation by the first progress check shall be ineligible to participate in the Self-Certification Program for a period of one-year from the date of correction and shall be subject to inspection fees/penalties pursuant to the City's Master Fee Schedule.

Where the Enforcement Official discovers a violation during the qualifying inspection process, the Enforcement Official shall give written notice to the Owner of said property stating the section(s) being violated. The notice shall direct the property Owner to correct the violation(s), set forth a reasonable time limit for the Owner to correct the condition, which shall be no less than 10 calendar days from the date of the notice, and which may also set forth suggested methods of correcting the violation(s). If the Enforcement Official finds that a violation constitutes an imminent danger to the public health or safety, he or she shall have the authority to require immediate correction.

- d. Annual Self-Certification Affidavit: If the Enforcement Official determines that the property is qualified to participate in the Self-Certification Program, the property owner shall thereafter be required to conduct an annual self-inspection and complete the self-certification affidavit each year in which the property remains in the self-certification program.
- e. Expiration: An exemption from the mandatory inspection shall expire upon the following:
 1. Confirmation of the existence of a code violation(s) on the property and failure to correct the violation by the first progress check. A property shall be ineligible to reapply for Self-Certification for a period of one year from the date of correction of the code violation; or
 2. Transfer of the property to a new owner. The new owner of property shall be required to apply for Self-Certification.

SEC. 9-5.305 CAUSE FOR INSPECTIONS. A rental housing unit, motel, or hotel shall be inspected for violations of the California Code of Regulations, State Housing Code, California Health and Safety Code, California Building, Plumbing, Mechanical or Electrical Codes, Uniform Code for the Abatement of Dangerous Buildings, International Property Maintenance Code or provisions of the Hayward Municipal Code as part of the City of Hayward mandatory inspection program or whenever information from the following sources indicates that a pertinent code violation may exist therein:

- a. Complaints from the tenant of a rental housing unit, motel unit or hotel unit that a code violation may exist;

- b. Records maintained by the Enforcement Official which were established during previous apartment inspection programs and which reflect the prior existence of code violations and/or the absence of correction of such violations;
- c. Direct referrals for inspection from other City officials with code enforcement responsibility or from officials of a federal, state, or local agency, or from officials with a public or private utility; or
- d. Reports that the exterior condition of a rental housing unit, motel, or hotel reflects the existence of code violations.

SEC. 9-5.306 NOTICE TO TENANTS. Owners of rental units covered under the provisions of this code shall be required to provide notice of the availability of the Residential Rental Inspection Program and its complaint procedures to each tenant upon execution of a lease or rental agreement. Such notice shall be in a form set forth by the City and made available to each Owner of rental housing by the City.

SEC. 9-5.307 RETALIATION. No landlord may retaliate against a tenant for exercising his or her right under Section 9-5.305 of this code to file a complaint with the City that a code violation may exist. In any action by or against the tenant, evidence of the exercise by the tenant of his/her right under Section 1942.5 of the Civil Code occurring within six months of the alleged retaliation shall create a presumption that the landlord's conduct was in retaliation for the tenant's exercise of rights under this code.

SEC. 9-5.308 NOTICE AND ENTRY. The City shall serve written notice of the date and time of any inspection, including initial inspections and any follow-up inspections, to be conducted pursuant to this code, by mailing such notice at least fourteen (14) calendar days prior to the date of the inspection. Notice shall be mailed to the Owner or the Owner's designated representative at their last known address. In the case of multiple owners of the same property, notice to any one of the Owners is sufficient. The City shall also mail a copy of the inspection notice to the rental housing units on the property.

It shall be the responsibility of the Owner or the Owner's designated representative to make a good faith effort to obtain the consent of the tenants to inspect the subject rental housing units or otherwise obtain legal access to the units. If consent to enter on to any rental housing property or any rental housing unit is refused or otherwise cannot be obtained, the Enforcement Official is authorized to seek an inspection warrant from a court of competent jurisdiction.

The Owner or the Owner's designated representative shall be present at the rental housing property at the time of the inspection. The time of the inspection shall be at the time indicated in the notice issued pursuant to this code, or the time that the inspection was properly rescheduled in accordance with the provisions of this code. Violations of this paragraph may result in a no access fee.

An inspection may be rescheduled once by the Owner or the Owner's designated representative by giving notice to the Enforcement Officer at least five (5) calendar days prior to the scheduled inspection date. An inspection may only be rescheduled to a date within fourteen (14) calendar days of the previously scheduled inspection date. Violations of this paragraph may result in a no access fee.

SEC. 9-5.309 CORRECTION NOTICE. Whenever the Enforcement Official

determines that a rental property is being maintained in violation of one or more of the provisions of applicable State or local code, the Enforcement Official shall give written notice to the Owner of said property stating the section(s) being violated. The notice shall set forth a reasonable time limit for the Owner to correct the condition, which shall be no less than 10 calendar days from the date of the notice, and which may also set forth suggested methods of correcting the violation(s). The notice shall direct the property Owner either to correct the violation(s) or request an Administrative Hearing to show cause why the condition(s) does not constitute a violation(s). If the Enforcement Official finds that a violation constitutes an imminent danger to the public health or safety, he or she shall have the authority to require immediate correction.

SEC. 9-5.310 ADMINISTRATIVE HEARING. An Owner may file a written request with the Enforcement Official for an Administrative Hearing within 10 days from the date of service of a correction notice. If the notice period is less than 10 days due to health and safety concerns, an Owner may request an administrative hearing at any time prior to the expiration of that notice. The purpose of an Administrative Hearing is to allow the Owner to dispute the factual findings of the violation(s). If a Hearing is requested, at the time fixed for the Administrative Hearing, the Hearing Officer shall hear and consider all relevant evidence, objections, or protests offered on behalf of the Owner which show why the condition should not be corrected. The Hearing Officer may also consider rebuttal evidence offered by the City. If, at the conclusion of the hearing, based upon the record, the Hearing Officer is satisfied that the violation exists and concludes that it should be corrected, he/she shall issue a written decision setting forth his/her finding and shall cause the same to be served upon the Owner and the persons attending the hearing. The right to Judicial Review shall be governed by section 1-7.13 Administrative Citation – Right to Judicial Review.

SEC. 9-5.311 ENFORCEMENT: REPORT TO FRANCHISE TAX BOARD. The Enforcement Official shall take appropriate action to cause the correction, repair, or abatement of violations that are found as a result of any inspection required by this code. In addition to employing the applicable enforcement measures that are or may hereafter be provided by law, including but not limited to the enforcement provisions of the following codes: California Code of Regulations, State Housing Code, California Health and Safety Code, California Building, Plumbing, Mechanical or Electrical Codes, Uniform Code for the Abatement of Dangerous Buildings, International Property Maintenance Code or provisions of the Hayward Municipal Code. The Enforcement Official shall also comply with the provisions of sections 17299(c) and 24436.5(c) of the Revenue and Taxation Code of the State of California.

SEC. 9-5.312 NOTICES. The notice informing a property Owner of a mandatory inspection or any follow-up inspection shall be by first class mail. All other notices, including notices of Administrative and Lien/Special Assessment Hearing, shall be provided in accordance with state law. Delivery will be made to the Owner's address as it appears on the last equalized assessment roll or as known to the Enforcement Official. The failure of any person to receive notice properly given shall not affect the validity of any proceedings hereunder.

FEES/PENALTY CHARGES

SEC. 9-5.401 FEES/PENALTY CHARGES. The annual fee and fees or penalty charges for any inspection or re-inspection performed pursuant to the provisions of this code shall be established from time to time by resolution of the City Council. Payment of such fees shall be made by Owner of the rental housing unit or hotel or motel upon demand by the City.

RECOVERY OF FEES/PENALTY CHARGES

SEC.9-5.501 NOTICE OF LIEN/SPECIAL ASSESSMENT: Pursuant to Government Code Sections 38773.1 and 38773.5, prior to placing any liens or special assessments against a property for unpaid inspection fees, charges or penalties, all Owners shall be properly notified in writing of past due amounts, and of the right to have a Lien/Special Assessment Hearing as described herein.

SEC. 9-5.502 LIEN/SPECIAL ASSESSMENT HEARING. Any owner may request a Lien/Special Assessment Hearing by written request within 10 days of receipt of the notice of lien/special assessment. The purpose of the Lien/Special Assessment Hearing is to provide an opportunity for any objections which may be raised by any person liable to be charged for the work of abating cited code violations and related charges associated with his or her property. The Enforcement Official shall attend said Lien/Special Assessment Hearings with his or her record thereof, and upon the hearing, the Hearing Officer may make the modifications in the proposed lien/special assessment as deemed necessary. When a Lien/Special Assessment Hearing is requested, the amount of the cost of abating cited code violations that are upheld by the Hearing Officer, including inspection charges and administrative expenses, shall, after being confirmed by the City Council, constitute a lien or special assessment on the property for the amount of the charges until paid. The right to Judicial Review shall be governed pursuant to section 1-7.13 Administrative Citation – Right to Judicial Review.

SEC. 9-5.503 REPORT ON FEES/PENALTY CHARGES. The Enforcement Official shall keep an itemized account of the fees and penalty charges incurred in administering the provisions of this code. Once a year the Enforcement Official shall prepare and file with the City Clerk a report specifying the date and nature of the inspections performed, the amount of unpaid program and other fees and penalty charges imposed in the prior year, and the names and addresses of the Owner of the rental housing unit or hotel or motel, and any mortgagee or beneficiary under a deed of trust of the property, as such names and addresses appear on the last equalized assessment roll of Alameda County or as known to the Enforcement Official. The City Council shall review and confirm the annual report and lien/special assessment list, amended as necessary, by way of resolution.

SEC. 9-5.504 NOTICE OF REPORT. The City Clerk shall post a copy of the report and lien and special assessment list on the bulletin board designated for the posting of agendas for City Council meetings together with a notice of filing thereof and of the time and place when and where it will be submitted to the City Council for confirmation by way of resolution. A notice shall also be published once in a newspaper of general circulation that is published and circulated within the City. The posting and first publication of the notice shall be made and completed at least 10 days before the time the report is considered by the City Council.

SEC. 9-5.505 COLLECTION ON TAX ROLL. After City Council confirmation of the fees charged, the same shall become a lien or special assessment against the property affected. A copy of the report and lien/special assessment list shall be given to the City Finance Director, who may receive payment thereon until a list of unpaid assessments shall have been sent annually to the County Auditor for effecting collection on the tax roll at the time and in the manner of ordinary municipal taxes. The descriptions of the property reported shall be those used for the same property

on the County Assessor's map books for the current year. All laws and ordinances applicable to the levy, collection, and enforcement of City taxes are hereby made applicable to the assessment hereby imposed, and the special assessment shall have priority of the taxes with which it is collected.

SEC. 9-5.506 ANNUAL REPORT OF ENFORCEMENT OFFICIAL. The Enforcement Official shall prepare a report each year concerning the administration of this code. The annual report shall describe the number of units inspected, whether the inspection was mandatory or complaint generated, the nature of violations observed, enforcement measures taken, and the status of all billings for fees that have been made. The Enforcement Official shall submit the annual report to the City Manager each calendar year at such a time that it may be submitted to the City Council with the proposed City budget for the following fiscal year.

SEC. 9-5.507 PROCEDURE NOT EXCLUSIVE. The procedures for abatement set forth herein shall not be exclusive and shall not in any manner limit or restrict the City from enforcing other City ordinances and regulations or abating public nuisances in any other manner provided by law. Nothing in this code shall be deemed to prevent the City Council from ordering the commencement of a civil proceeding to abate a public nuisance pursuant to applicable law or from pursuing any other remedy available under applicable law.

Section 2. Severance. Should any part of this ordinance be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of the City, such decision shall not affect the validity of the remainder of this ordinance, which shall continue in full force and effect, provided that the remainder of the ordinance, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the City Council.

Section 3. In accordance with the provisions of Section 620 of the City Charter, this ordinance shall become effective 30 days from and after the date of its adoption.

Section 4. This ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) of the CEQA Guidelines (Title 14, Chapter 3, of the California Code of Regulations) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) of the CEQA Guidelines (because it has no potential for resulting in physical change to the environment, directly or indirectly).

IN COUNCIL INTRODUCED at a regular meeting of the City Council of the City of Hayward, held the 15th day of April, 2014, by Council Member _____.

ADOPTED at a regular meeting of the City Council of the City of Hayward held the ____ day of _____, 2014, by the following votes of members of said City Council.

AYES:
NOES:
ATTEST:
ABSENT:

APPROVED: _____
Mayor of the City of Hayward

DATE: _____

ATTEST: _____
City Clerk of the City of Hayward

APPROVED AS TO FORM:

City Attorney of the City of Hayward

ORDINANCE NO. _

AN ORDINANCE OF THE CITY OF HAYWARD ADOPTING BY
 REFERENCE THE 2012 INTERNATIONAL PROPERTY
 MAINTENANCE CODE AS THE CITY OF HAYWARD
 PROPERTY MAINTENANCE CODE

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HAYWARD
 DOES ORDAIN AS FOLLOWS:

Section 1. The City Council adopts and incorporates by reference, as set forth in full in this section, the 2012 International Property Maintenance Code, as published by the International Code Council.

The various parts of this Code, along with the amendments and deletions adopted in this section, shall constitute and be known as the City of Hayward Property Maintenance Code and shall be kept on file in the office of the City Clerk.

SEC. 1.00. Deletion of Chapter 1, except Sections 101, 102 and 108

Chapter 1 of the International Property Maintenance Code is hereby deleted, except Sections 101, 102 and 108

SEC. 1.01. Subsection 101.1 amended – Title.

Section 101.1 of the International Property Maintenance Code is amended to read as follows:

101.1 Title. This ordinance shall be known as the City of Hayward Property Maintenance Code, hereinafter referred to as “this code.”

SEC. 1.02. Subsection 102.3 amended – Application of other codes.

Section 102.3 of the International Property Maintenance Code is amended to read as follows:

102.3 Application of other codes. Repairs, additions or alterations to a structure, or change of occupancy, shall be done in accordance with the procedures and provisions of the applicable adopted codes. Nothing in this code shall be construed to cancel, modify, or set aside any provisions of the Hayward Zoning Code.

Section 2. Severance. Should any part of this ordinance be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of the City, such decision shall not affect the validity of the remainder of this ordinance, which shall continue in full force and effect, provided that the remainder of the ordinance, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the City Council.

Section 3. In accordance with the provisions of Section 620 of the City Charter, this ordinance shall become effective 30 days from and after the date of its adoption.

Section 4. This ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) of the CEQA Guidelines (Title 14, Chapter 3, of the California Code of Regulations) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) of the CEQA Guidelines (because it has no potential for resulting in physical change to the environment, directly or indirectly).

IN COUNCIL INTRODUCED at a regular meeting of the City Council of the City of Hayward, held the 15th day of April , 2014, by Council Member _____.

ADOPTED at a regular meeting of the City Council of the City of Hayward held the _____ day of _____, 2014, by the following votes of members of said City Council.

AYES:

NOES:

ATTEST:

ABSENT:

APPROVED: _____
Mayor of the City of Hayward

DATE: _____

ATTEST: _____
City Clerk of the City of Hayward

APPROVED AS TO FORM:

City Attorney of the City of Hayward

HAYWARD CITY COUNCIL

RESOLUTION NO _____

Introduced by Councilmember _____

RESOLUTION ADOPTING A REVISED MASTER FEE SCHEDULE FOR FY 2014, INCLUDING A REVISED FINE SCHEDULE, RELATING TO FEES AND CHARGES FOR THE RESIDENTIAL RENTAL INSPECTION PROGRAM.

WHEREAS Section 15273 of the California Environmental Quality Act CEQA Guidelines

states that CEQA does not apply to the establishment modification structuring restructuring or approval of rates tolls fares and other charges by public agencies which the public agency finds are for the purposes of:

1. Meeting operating expenses including employee wage rates and fringe benefits
2. Purchasing or leasing supplies equipment or materials
3. Meeting financial reserve needs and requirements
4. Obtaining funds necessary for capital projects necessary to maintain service within existing service areas or
5. Obtaining funds necessary to maintain intra-city transfers as are authorized by city Charter and

WHEREAS, the City Council finds and determines that this action is exempt from CEQA based on the foregoing provisions.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Hayward hereby adopts fees relating to administrative hearing appeals and incorporates said fees as part of the City’s Master Fee Schedule. A copy of the schedule of administrative hearing appeals is attached hereto as Attachment A.

BE IT FURTHER RESOLVED that the City Council of the City of Hayward hereby adopts certain changes in both the Master Fee Schedule and the Fine and Bail Schedule relating to fees and charges for all departments of the City of Hayward either on its face or as applied the invalidity of such provision shall not affect the other provisions of this Master Fee Schedule and the Fine and Bail Schedule and the applications thereof and to that end the provisions of this Master Fee Schedule and the Fine and Bail Schedule shall be deemed severable.

BE IT FURTHER RESOLVED that this resolution shall become effective as of April 15, 2014

IN COUNCIL HAYWARD CALIFORNIA April __, 2014

ADOPTED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS
MAYOR

NOES: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ABSENT: COUNCIL

ATTEST: _____

City Clerk of the City of Hayward

APPROVED AS TO FORM:

City Attorney of the City of Hayward

Update to
FY 2013 Master Fee Schedule

City Manager

B. COMMUNITY PRESERVATION PROGRAM

3. Hearing Fee: (Administrative, Special Assessment, Administrative Citation and Lien Hearings) \$225.00/Hearing

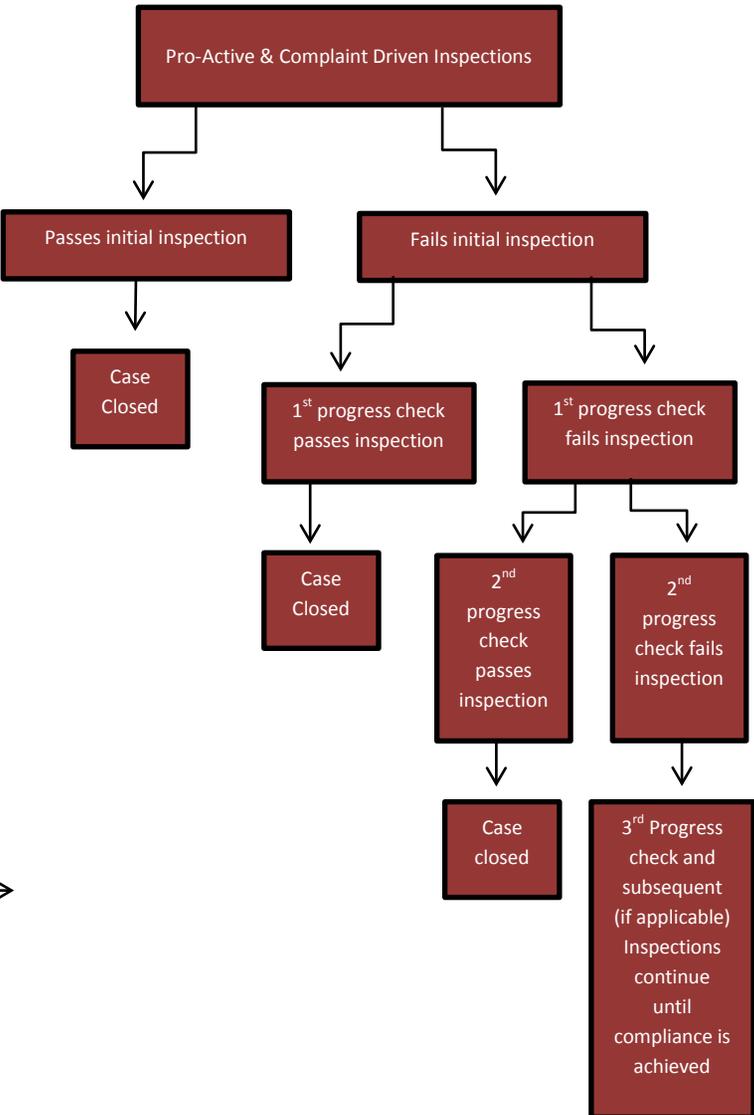
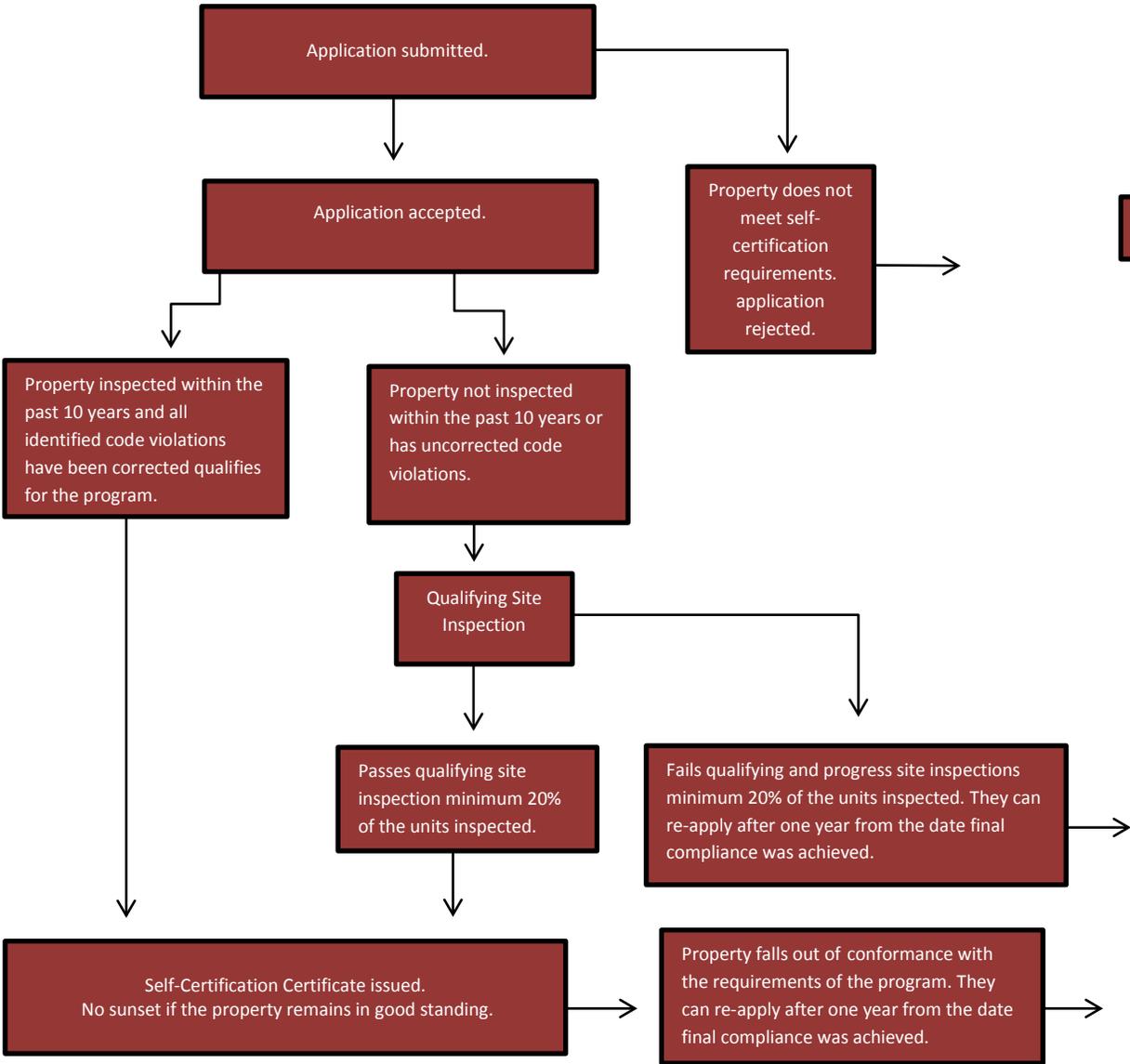
D. RENTAL HOUSING & HOTEL INSPECTION FEES AND PENALTIES

7. Hearing Fee: (Administrative, Special Assessment, Administrative Citation and Lien Hearings) \$225.00/Hearing

RESIDENTIAL RENTAL INSPECTION PROGRAM

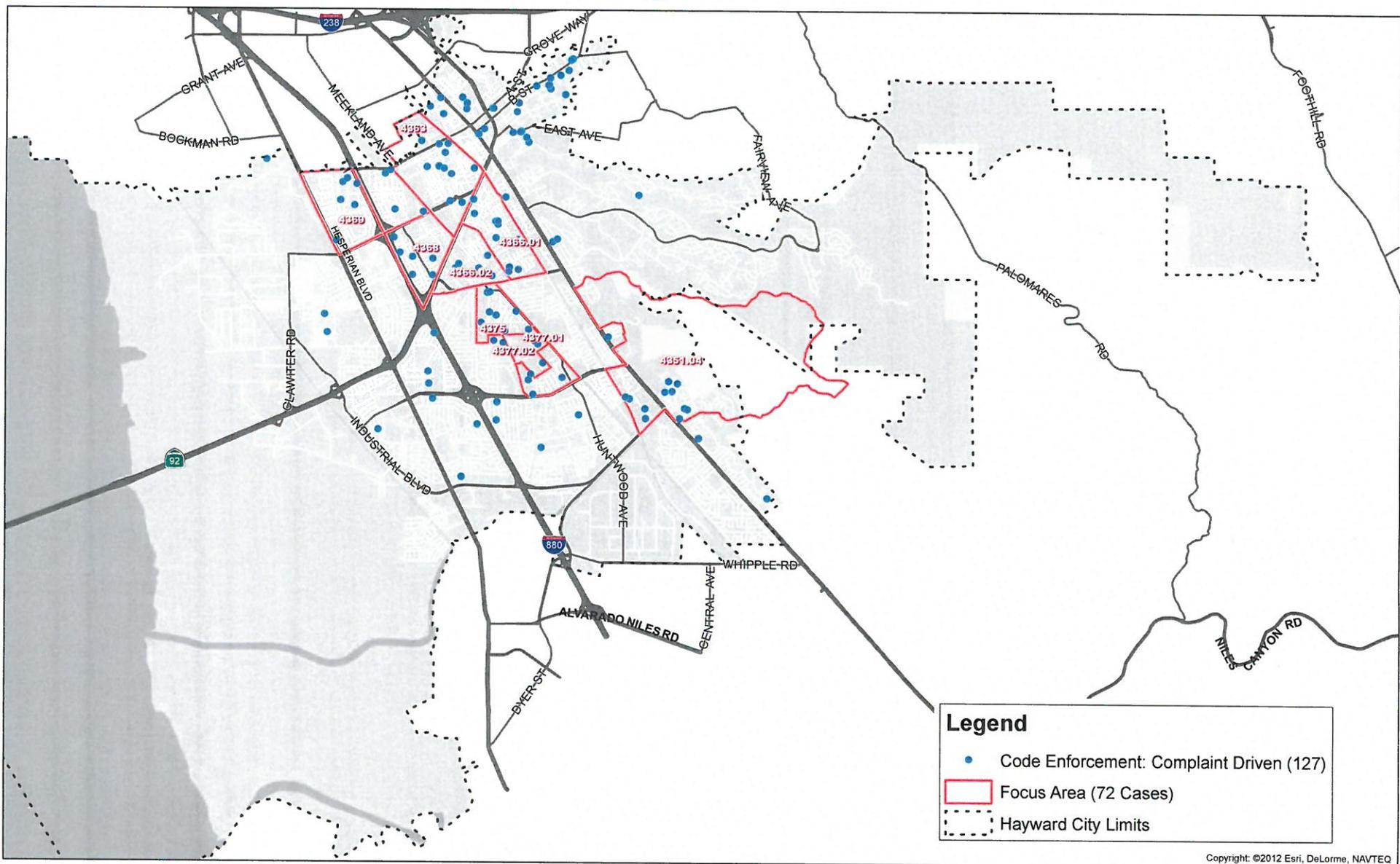
SELF-CERTIFICATION

MANDATORY INSPECTION PROGRAM



April 15, 2014

Code Enforcement Rental Cases - November 2012 Through June 2013



Copyright ©2012 Esri, DeLorme, NAVTEQ

April 15, 2014

DATE: April 15, 2014
TO: Mayor and City Council
FROM: City Clerk
SUBJECT: Adoption of Ordinance Adding Article 17 to Chapter 4 of the Hayward Municipal Code Regarding Camping and Storage of Personal Property on City-Owned Property

RECOMMENDATION

That the City Council adopts the Ordinance introduced on April 1, 2014.

BACKGROUND

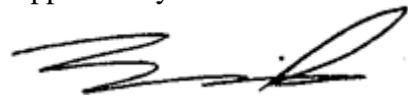
The Ordinance was introduced by Council Member Jones at the April 1, 2014, meeting of the City Council with the following vote:

AYES:	Council Members:	Jones, Halliday, Peixoto, Salinas, Mendall
	Mayor:	Sweeney
NOES:	Council Members:	Zermeño
ABSENT:	Council Members:	None
ABSTAIN:	Council Members:	None

The summary of the Ordinance was published in the Hayward Daily Review on Saturday, April 12, 2014. Adoption at this time is therefore appropriate.

Prepared and Recommended by: Miriam Lens, City Clerk

Approved by:



Fran David, City Manager

Attachment:

Attachment I Summary of Ordinance Published on 04/12/14

PUBLIC NOTICE OF AN INTRODUCTION OF ORDINANCE
BY THE CITY COUNCIL OF THE CITY OF HAYWARD

ORDINANCE OF THE CITY OF HAYWARD, CALIFORNIA ADDING ARTICLE 17 TO
CHAPTER 4 OF THE HAYWARD MUNICIPAL CODE REGARDING CAMPING AND
STORAGE OF PERSONAL PROPERTY ON CITY-OWNED PROPERTY

THE CITY COUNCIL OF THE CITY OF HAYWARD DOES ORDAIN AS FOLLOWS:

Section 1. Article 17 is added to Chapter 4 of the Hayward Municipal Code and is hereby enacted to read as follows:

ARTICLE 17
CAMPING AND STORAGE OF PERSONAL PROPERTY

SEC. 4-17.00 FINDINGS AND PURPOSE
SEC. 4-17.10 DEFINITIONS
SEC. 4-17.20 CAMPING PROHIBITED
SEC. 4-17.25 STORAGE OF PERSONAL PROPERTY PROHIBITED
SEC. 4-17.30 VIOLATIONS

Section 2. If any section, subsection, paragraph or sentence of this Ordinance, or any part thereof, is for any reason found to be unconstitutional, invalid or beyond the authority of the City of Hayward by a court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance.

Section 3. This Ordinance shall become effective thirty (30) days after adoption by the City Council.

Introduced at the meeting of the Hayward City Council held April 1, 2014, the above-entitled Ordinance was introduced by Council Member Jones.

This Ordinance will be considered for adoption at the regular meeting of the Hayward City Council, to be held on April 15, 2014, at 7:00 p.m., in the Council Chambers, 777 B Street, Hayward, California. The full text of this Ordinance is available for examination by the public in the Office of the City Clerk.

Dated: April 12, 2014
Miriam Lens, City Clerk
City of Hayward