

REPORT

To the Honorable Mayor and City Council
From the City Manager

December 8, 2008

SUBJECT

Community Development Block Grant (CDBG) Funding Agreement for Fiscal Year 2008-09.

RECOMMENDATION

Authorize, by motion, approval of funding agreement with YMCA of the Mid Peninsula Sequoia YMCA to allow disbursement of funds.

BACKGROUND

Each year the City receives an entitlement of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. These funds provide intervention and supportive programs to Redwood City citizens which include homeless services, senior and youth programs, job training, economic development assistance, minor home repair and energy conservation programs. CDBG funds are exclusively targeted to low and moderate income residents to meet certain housing, supportive programs, and non-housing community development needs.

The Council approved a number of programs and activities in the Consolidated Annual Action Plan for 2008-2009. On September 8, 2008, twelve such funding agreements for FY 2008-2009 were approved with the condition that capital improvement projects be brought to Council for approval when the activities were ready to proceed. One additional activity approved in the Annual Action Plan is now ready to proceed.

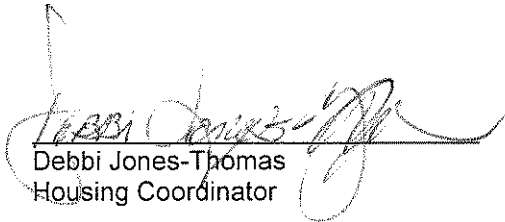
The agreement with YMCA of the Mid Peninsula will assist Sequoia YMCA with the resurfacing and coating of the accessible swimming pool deck and the installation of a new automatic door opener for improved accessibility. This facility serves low income children, seniors, and disabled persons in addition to general membership. The purpose of this activity is to improve safety and accessibility by leveraging the organizations' maintenance reserve fund, which will also be used to support these improvements. YMCA has received bids for the proposed work and is ready to execute a construction contract pending approval of this funding agreement.

ALTERNATIVES

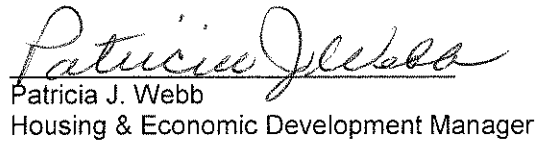
The Council may choose to modify the budget and/or scope of work of the agreement.

FISCAL IMPACT

The total cost of this activity is \$28,694.60 and was previously approved by Council on April 28, 2008 from Community Development Block Grant funds.



Debbi Jones-Thomas
Housing Coordinator



Patricia J. Webb
Housing & Economic Development Manager



John Fasano for
Chu Chang, Acting Community
Development Services Director



Peter Ingram
City Manager

ATTACHMENTS

1. Agreement for YMCA of the Mid Peninsula Sequoia YMCA Health and Safety Improvement Project

RELATED DOCUMENTS IN CITY CLERK'S OFFICE

None

FUNDING AGREEMENT
WITH THE YMCA OF MID PENINSULA – SEQUOIA YMCA

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California ("City") and YMCA of the Mid Peninsula – Sequoia YMCA, a California nonprofit organization ("Contractor"; collectively the "Parties").

W I T N E S S E T H:

WHEREAS, Contractor desires to renovate/improve certain facilities and provide certain outreach services (the "Project") to individuals who are residents of the City; and

WHEREAS, Contractor has requested financial assistance in order to finance, in whole or in part, the Project that will benefit residents of City during the fiscal year commencing July 1, 2008, and ending June 30, 2009 (the "Fiscal Year"); and

WHEREAS, City has reviewed Contractor's request and the Project and desires to allocate a certain sum of money from its Community Development Block Grant funds for the Project.

NOW, THEREFORE, the Parties hereby agree as follows:

1. FINANCIAL ASSISTANCE. City will allocate to Contractor the sum of Twenty Eight Thousand Six Hundred Ninety Four and 60/100 Dollars (\$28,694.60) for exclusive use by Contractor during the fiscal year commencing July 1, 2008, and ending June 30, 2009, solely for the purposes described in Paragraph 2.

2. USE OF FUNDS; ENVIRONMENTAL REVIEW. (a) Contractor will use the funds provided pursuant to Paragraph 1 solely for the Project purposes described in Exhibit A ("Programs") and Exhibit B ("Quantitative Goals"), attached hereto and by this reference incorporated herein; (b) prior to the commencement of the Project, Contractor shall complete the Environmental Review for the Project, and, in connection therewith,

shall complete and deliver the Environmental Review form attached hereto, marked Exhibit "C," and by this reference incorporated herein.

3. CHANGES TO PROJECT. No changes in the Project described in this Agreement which is funded by the financial assistance provided under Paragraph 1 will be made without the prior written consent of City.

4. PAYMENTS. Contractor will keep detailed and accurate records of all expenditures made and expenses incurred which are funded under this Agreement. Payments of funds allocated pursuant to Paragraph 1 will be made to Contractor on a reimbursement basis as follows: (i) Contractor will submit requests for payment to City quarterly by the 15th day of the month on forms provided by City's Housing Division; (ii) all requests for payment will be accompanied by original receipts or other proof of expenditures, and will disclose amounts of Project income, if any, generated by user fees on a monthly basis; (iii) final payment must be submitted and received by the City no later than ten (10) calendar days after the latest Project completion date set forth in Exhibit B; (iv) the Project income, if any, will be subtracted from corresponding requests for payment; and (v) Project income, if applicable, will be expended by Contractor prior to requesting reimbursements from City.

5. STANDARD OF SERVICE. Contractor warrants to City that it will use and account for all funds provided hereunder strictly in accordance with standards governing the use of, and accountability for, funds held and disbursed in trust. The Project will conform to the highest standards providing for projects of similar or like nature in the San Francisco Bay Area. Contractor will be responsible for, and hold City harmless from, any failure to adhere to such standards. Contractor will verify that all activities funded hereunder benefit only residents within City's corporate limits.

6. ANNUAL REPORT. No later than July 15, 2009, Contractor will submit a narrative report (the "Report") to City describing the activities funded under this Agreement. The Report will include the total number of direct beneficiaries of the

Project with demographic information regarding income, household composition, ethnicity, age and other data as required by City or the United States Department of Housing and Urban Development and will be submitted on forms provided by City's Housing Division.

7. FINANCIAL STATEMENT/ANALYSIS; QUARTERLY REPORTS; INDEPENDENT AUDIT. Contractor will make available to City, or the public, upon request, a financial statement and analysis (the "Accounting") setting forth in detail the manner in which, and the specific purposes for which, the funds paid by Contractor pursuant to this Agreement were expended to the date of such Accounting. In addition to the foregoing, Contractor will submit to City no later than the end of the Fiscal Year, and upon reasonable written request by the Housing Coordinator, a copy of the Contractor's Financial Statement and/or Accounting. The Accounting will be submitted with the Report referred to in Paragraph 6.

Contractor will submit a quarterly payment request and beneficiary report documenting Contractor's success in meeting the Project objectives referenced in Paragraph 2. The final Reports will be submitted no later than the end of the Fiscal Year. If Contractor fails to submit such quarterly reports on a timely basis, City may withhold payment of funds hereunder until all such delinquent reports have been submitted.

If Contractor receives funding in excess of Five Hundred Thousand and No/100 Dollars (\$500,000) from all sources during the subject Fiscal Year, Contractor will provide City with an independent audit of its activities for the term of this Agreement, conducted in accordance with the Single Audit Act of 1984, as amended, OMB Circular A-110 Uniform Requirements for Grants and Other Agreements, as amended, and generally accepted auditing standards covering financial and compliance audits. Annual audits will be submitted to City with the Report referred to in Paragraph 6.

8. CITY AUDIT; MONITORING. City may audit the records and accounts of Contractor for the purpose of verifying expenditures by Contractor of funds provided by City pursuant to this Agreement or verifying statements or analyses made or provided by Contractor under this Agreement. Contractor will promptly respond to, and comply with, any audit exception made or taken by City or appropriate federal agencies relating to Contractor's performance or failure to perform under this Agreement. Contractor will, upon demand by City, pay City the full amount owing to City or to the United States Government as a result of any such audit exception.

City will monitor Contractor's Project and expenditures made pursuant to this Agreement quarterly to verify Contractor's compliance with this Agreement and local and federal contract requirements. Contractor shall cooperate with City and provide all documents and information requested by City in a timely and accurate fashion.

9. TERMINATION. Either party may terminate this Agreement without cause at any time during the term hereof by giving the other party not less than thirty (30) days prior written notice of such termination. In the event of such termination, Contractor will submit a final invoice for any expenditure incurred up to and including the date of termination. Contractor will submit to City a final report of activities funded hereunder within thirty (30) days after the date of termination.

Notwithstanding the foregoing, City may terminate this Agreement, by giving Contractor not less than five (5) days prior written notice, upon the occurrence of any of the following:

- (a) Federal Community Development Block Grant funds cease, for any reason, to be available to City; or
- (b) City has determined that the funds provided hereunder have been, or are being, used for purposes other than those described in Exhibits A and/or B; or
- (c) Contractor's failure to perform under this Agreement.

Nothing contained in this Paragraph 9 will be deemed to limit the right of the Parties to terminate this Agreement for cause or otherwise to exercise any right or pursue any remedy which may accrue to them.

10. CONTRACTOR'S STATUS. In the performance of the obligations set forth in this Agreement, Contractor will have the status of an independent contractor and will not be deemed to be an employee, agent or officer of City.

11. SUBCONTRACTING. Contractor will not subcontract any portion of the Project without prior written approval of City. If Contractor subcontracts any portion of the Project, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

12. HOLD HARMLESS. Contractor hereby agrees to defend, indemnify and save harmless City, its Council, officers, boards, commissions, agents and employees (collectively, "Indemnitees") against and from any and all claims, suits or actions of every name, kind and description, which may be brought against Indemnitees, or any of them, by reason of any injury to, or death of, any person (including corporations, partnerships and association) or damage suffered or sustained by any such person or property damage (including loss of use thereof) arising from, or alleged to have arisen from, any act or omission to act, negligent or otherwise, of Contractor, its officers, agents or employees under this Agreement.

The duty of Contractor to defend, indemnify and save harmless, as set forth herein, will include the duty to defend as set forth in Section 2778 of the California Civil

Code; provided, however, that nothing herein will be construed to require Contractor to indemnify Indemnitees against any responsibility or liability in contravention of Section 2782 of the California Civil Code. This Paragraph 12 shall survive the termination of this Agreement.

13. INSURANCE. Contractor will acquire and maintain Workers Compensation, employer's liability, comprehensive general liability, owned, non-owned, and hired automobile liability insurance coverage relating to Contractor's activities funded hereunder covering City's risk subject to the approval of the City Attorney. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury, personal injury and property damage
Comprehensive General	\$1,000,000 per occurrence for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to Contractor's vehicle usage in performing services hereunder)

Concurrently with the execution of this Agreement, Contractor will furnish City with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of comprehensive general liability and automobile liability insurance coverage, original endorsement:

- (a) Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after City will have received written notification of cancellation or reduction in coverage by first class mail;
- (b) Providing that Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement);
- (c) Naming the City of Redwood City, its Council, officers, boards, commissions, employees, and agents, as additional insureds; and
- (d) Providing that Contractor's insurance coverage will be primary insurance with respect to City, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by City for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of Contractor's insurance and not contributory with it.

14. NON-DISCRIMINATION AND EQUAL OPPORTUNITY. Contractor hereby warrants and agrees that, in the performance of this Agreement, it will not, in connection with the employment, advancement or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against person because of their age, except upon the basis of bona fide occupational qualification, retirement plan or statutory requirement, and will not specify, in solicitations or advertisement for employees to work on this Agreement, a maximum age limit, unless such limit is based upon a bona fide occupational qualification, retirement plan or statutory requirement.

Contractor further warrants and agrees that it will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor; and that it will not

discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action will include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

15. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1986. Contractor hereby agrees that it will comply with the provisions of Section 3, the regulations set forth in 24 CFR (Code of Federal Regulations) part 135, as that section may be amended from time to time, and all applicable rules and orders of the U.S. Department of Housing and Urban Development; and that it will, to the greatest extent feasible, make available opportunities for training and employment under this contract to lower income residents of Redwood City.

16. NONDISCRIMINATION BASED ON DISABILITY. Contractor hereby agrees that it will comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and the American with Disabilities Act (ADA) providing equal access and reasonable accommodations in employment programs and services to persons who are disabled.

17. INTEREST OF PUBLIC OFFICIALS. No members, officers, or employees or agents of the City of Redwood City, no member of the City Council and no other public official who exercises any function or responsibility with respect to this Agreement or Contractor's Program during his or her tenure, or for one year thereafter, will have any interest, direct or indirect, in this Agreement or a related subcontract, or the proceeds thereof. Contractor will incorporate in all subcontracts hereunder a provision prohibiting such interest.

18. LOBBYING PROHIBITED. Funds provided under this Agreement will not be used by Contractor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state, or local government.

19. RELIGIOUS ACTIVITY PROHIBITED. There will be no religious worship, instruction, or proselytizing as part of, or in connection with, the performance of this Agreement.

The following restrictions and limitations shall apply to the services rendered by Contractor in connection with the terms of this Agreement:

(i) Contractor will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

(ii) Contractor will not discriminate against any person applying for a position related to the Project on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

(iii) Contractor will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence related to the Project;

(iv) The portion of a facilities related to the Project will contain no religious symbols or decorations.

20. UNIFORM ADMINISTRATION REQUIREMENTS. Contractor will comply with the requirements and standards of the Community Development Block Grant Regulations, OMB Circular A-122, Cost Principles for Non-Profit Organizations, as amended, OMB Circular A-110, Uniform Administrative Requests for Grants and Agreements, as amended, and all other federal, state, and local laws, regulations and requirements, as applicable.

21. COMPLIANCE WITH CALIFORNIA LABOR LAWS AND FEDERAL REQUIREMENTS. Contractor agrees to be bound by the Labor Laws of the State of

California, and applicable Federal requirements. A paragraph shall be incorporated in every agreement between Contractor and third parties in connection to the Project stating that the third party must comply with California Labor Laws and applicable Federal requirements. Pursuant to 42 USC 5310, all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received from the Community Development Block Grant Funds shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5): Provided, that this section shall apply to the rehabilitation of residential property only if such property contains not less than 8 units. The Secretary of Labor shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 276c of title 40, as may be amended from time to time. The Wage and Hour Division of the Employment Standards Administration administers and enforces the Davis-Bacon Act. More detailed information, including copies of explanatory brochures and regulatory and interpretative materials, may be obtained by contacting the Wage and Hour Division's local office. Compliance assistance information may also be obtained on the Wage and Hour Division's Web site or by contacting the Wage and Hour Division help line at 1-866-4USWAGE.

22. GENERAL COMPLIANCE WITH LAWS. Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the Project by Contractor.

23. LEAD-BASED PAINT. The use of lead-based paint is prohibited. In the event lead-based paint is found on residential property, appropriate abatement procedures may be required by City.

24. NOTICES. The names of the persons who are authorized to give written notices or to receive written notice on behalf of the City and on behalf of the Contractor under this Agreement are as follows:

For City: CITY MANAGER
City of Redwood City
1017 Middlefield Road
Redwood City, CA 94063
(650) 780-7300

For Contractor: EXECUTIVE DIRECTOR
YMCA of the Mid Peninsula – Sequoia YMCA
1445 Hudson Street
Redwood City, CA 94061
(650) 481-1203

25. JURISDICTIONS AND VENUE. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Mateo, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

26. SUCCESSORS AND ASSIGNS. It is mutually understood and agreed that this Agreement will be binding upon City and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of City, which shall not be unreasonably withheld.

27. AUTHORITY. The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

28. ENTIRE AGREEMENT. This Agreement, together with any other written document referred to or contemplated by it, embody the entire Agreement and understanding between the Parties relating to the subject matter of it. Neither this

Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both Parties.

29. PARAGRAPH HEADINGS. Paragraph headings and sub-Paragraph headings as used herein are for convenience only and will not be deemed to alter or modify the provisions of the Paragraphs or sub-Paragraphs headed thereby.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF REDWOOD CITY, a charter city and
municipal corporation of the State of California

By _____
City Manager

ATTEST:

Silvia Vonderlinden, City Clerk

CONTRACTOR

By: _____

Title: _____

EXHIBIT A - Construction Projects	
Community Development Block Grant Program	
P. O. Box 391, Redwood City, CA 94064	
Sequoia YMCA	
1445 Hudson Street	
Redwood City, CA 94061	
Activity/Project Title: Swimming Pool Refurbishing	
Insert line items below in section applicable to your activity.	
	CDBG/HOME BUDGET
CONSTRUCTION REHABILITATION (Insert CDBG/HOME line items)	
Resurfacing of swimming pool deck	\$ 18,240.00
Handicap access doors installation	\$ 7,846.00
Contingency 10%	\$ 2,608.60
	\$
	\$
SITE ACQUISITION	
	\$
	\$
	\$
	\$
	\$
	\$
REHABILITATION	
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL	\$ 28,694.60

EXHIBIT B
Quantitative Goals
(Contract Objectives)

Sequoia YMCA
1445 Hudson Street
Redwood City, CA 94061

Activity/Program Title: Swimming Pool Refurbishing

FISCAL YEAR 2008/2009

GOALS (Include goal description in this column)	NUMBER OF PERSONS	COMPLETION DATE
Primary quantitative contract goal ¹ (Include only ONE primary goal in this section).		
Refurbishing the indoor swimming pool at the Sequoia YMCA will provide a safer, environment for swimmers, including seniors, those with disabilities, and children. 1. Resurfacing the pool deck. 2. Adding automatic door openers to the pool corridor.	215	December 31, 2008
Other secondary ² goals, collaborative actions, outreach, and emphasis to be conducted.		

¹ Primary quantitative contract goal is the number of households/persons you will assist under this contract as stated in your grant application. Contract performance will be measured by this quantitative goal.

² Other secondary goals are the efforts you will take to deliver your services for which performance will be discussed in your annual narrative.