



ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY  
HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT

AGENDA ITEM No. \_\_\_\_\_ July 21, 2009

Chris Bazar  
Agency Director



Linda M. Gardner  
Housing Director

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July 7, 2009

Honorable Board of Supervisors  
Administration Building  
1221 Oak Street  
Oakland, CA 94612

**REVISED**  
7/15/2009

Dear Board Members:

**SUBJECT: APPROVE AMENDMENT NO. 1 TO THE 2008-2009 CDBG  
CITY/COUNTY AGREEMENTS**

**RECOMMENDATION:**

It is recommended that your Board authorize delegation of authority to the Community Development Agency Director (or his designee), upon approval from County Counsel, to execute amendment No.1 to CDBG City/County Agreements to provide for CDBG-R funds under the American Recovery and Reinvestment Act (ARRA), after the Grant Agreement is received from HUD and the Cities listed below sign the amendment:

- A. Contract No.3005 with the City of Albany, adding \$52,514 in CDBG-R funds for a total contract amount of \$172,843;
- B. Contract No.3009 with the City of Dublin, adding \$36,760 in CDBG-R funds for a total contract amount of \$117,284;
- C. Contract No.3006 with the City of Emeryville, adding \$26,257 in CDBG-R funds for a total contract amount of \$120,997;
- D. Contract No.3007 with the City of Newark, adding \$94,526 in CDBG-R funds for a total contract amount of \$312,724; and
- E. Contract No.3004 with the City of Piedmont, adding \$10,503 in CDBG-R funds for a total contract amount of \$42,692.

**SUMMARY/DISCUSSION:**

On February 17, 2009, the American Recovery and Reinvestment Act (ARRA) of 2009 was enacted. The U.S. Department of Housing and Urban Development (HUD) was given the responsibility to develop an allocation for the \$1 billion CDBG-R funds to be distributed to states and localities to carry out, on an expedited basis, eligible activities under the CDBG program. The Alameda County Urban County (the cities of Albany, Emeryville, Piedmont, Dublin, Newark and the Unincorporated County) will receive an allocation totaling \$525,144. CDBG-R funds will be used for activities that will maximize job creation and economic benefit as outlined by ARRA.

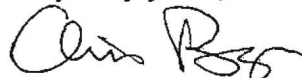
Board of Supervisors  
July 7, 2009  
Page 2 of 2

HUD is requiring that 50% of the funds be under contract 120 days after funds are made available to the Urban County. The amended City/County Agreements allow the cities to enter into contracts to meet this requirement. Due to your Board's summer recess and the expected timing of receiving the Grant Agreement from HUD during that time period, authorization for the CDA Director to execute the amendment is requested.

**FINANCIAL CONSIDERATIONS:**

Funds for program and administration will come from the CDBG-R Program. The ARRA funds will be tracked separately. There is no Net County Cost as a result of this action.

Very truly yours,



Chris Bazar, Director  
Community Development Agency

Attachments

cc: Susan Muranishi, County Administrator  
Richard Winnie, County Counsel  
Patrick O'Connell, Auditor Controller  
Louie Martirez, County Administrator's Office  
Andrea Weddle, Office of the County Counsel  
U.B. Singh, CDA Finance Director

FIRST AMENDMENT TO  
CDBG CITY/COUNTY AGREEMENT  
BETWEEN  
THE CITY OF ALBANY  
AND  
THE COUNTY OF ALAMEDA

THIS FIRST AMENDMENT is made and entered into as of the \_\_\_ day of July, 2009 by and between the COUNTY OF ALAMEDA, a body corporate and politic of the State of California, (hereinafter referred to as "COUNTY" and the CITY OF ALBANY (hereinafter referred to as "CITY");

WHEREAS, on or about July 1, 2008 the COUNTY and CITY entered into an Agreement (Contract #3005)(hereinafter referred to as the "AGREEMENT") for CITY to perform or arrange for the performance of work under a Grant Agreement between the COUNTY and the United States Department of Housing and Urban Development (HUD), for a Community Development Block Grant (CDBG) under the Housing and Community Act of 1974; and

WHEREAS, the COUNTY has also entered into a Grant Agreement with the United States Department of Housing and Urban Development (HUD), for a Community Development Block Grant – Recovery (CDBG-R), under the American Recovery and Reinvestment Act of 2009 said funds to be used for Community Development Block Grant – Recovery Programs and its eligible activities; and

WHEREAS, the funding under the Recovery Act has clear purposes – to stimulate the economy through measures that modernize the Nation's infrastructure, improve energy efficiency, and expand educational opportunities and access to health care, and HUD has strongly urged grantees to use CDBG-R funds for hard development costs associated with infrastructure activities that provide basic services to residents or activities that promote energy efficiency and conservation through rehabilitation or retrofitting of existing buildings; and

WHEREAS, the COUNTY and the CITY desire to amend the AGREEMENT to include additional services and funds for CDBG-R activities:

NOW, THEREFORE, the parties hereby amend the AGREEMENT as follows:

1. The Recitals to AGREEMENT are restated herein and made part of the AGREEMENT.
2. Article I, Statement of Work of the AGREEMENT is amended to read as follows:

City will perform or arrange for the performance of the work under this Agreement in the manner and time provided herein and in accordance with the budget; scope of work and any specifications and drawings; and all related documents and provisions attached hereto as Exhibit A-1 and incorporated herein by reference.

3. Article II, Commencement and Completion Requirements, paragraph A is amended to read as follows:

A. The term of this Agreement begins on the 1st day of July, 2008 and ends on the 30th day of June, 2009, or when all contract terms have been completed All CDBG-R funds must be fully expended by September 30, 2012.

4. Article VI, Program Monitoring and Evaluation, paragraph, is amended to include the following additional paragraph:

3. For CDBG-R, the quarterly reports shall be due at HCD on the 7<sup>th</sup> day of the month immediately following the reporting quarter.

5. Except as otherwise set forth herein, all terms and conditions of the AGREEMENT, shall remain unmodified and in full force and effect. In the event of any conflict between the terms and conditions of the AGREEMENT, this First Amendment shall prevail.

CITY OF ALBANY

COUNTY OF ALAMEDA

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Chris Bazar, Director  
Community Development Agency

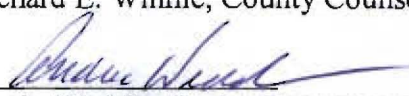
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

Approved as to Form:  
Richard E. Winnie, County Counsel

By: \_\_\_\_\_  
City Attorney

By:   
Andrea L. Weddle, Senior Deputy County Counsel

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

FIRST AMENDMENT TO  
AGREEMENT BY AND BETWEEN  
THE CITY OF ALBANY  
AND  
THE COUNTY OF ALAMEDA

EXHIBIT A-1  
CDBG-R PROJECTS

<b>03K – Street Improvements</b>	
Install 13-15 ADA-compliant curb ramps city-wide.	\$52,514
<b>21A Administration</b>	
Provide overall CDBG-R program administration.	\$0
<b>TOTAL - CITY OF ALBANY</b>	<b>\$52,514</b>

FIRST AMENDMENT TO  
CDBG CITY/COUNTY AGREEMENT  
BETWEEN  
THE CITY OF DUBLIN  
AND  
THE COUNTY OF ALAMEDA

THIS FIRST AMENDMENT is made and entered into as of the \_\_\_ day of July, 2009 by and between the COUNTY OF ALAMEDA, a body corporate and politic of the State of California, (hereinafter referred to as "COUNTY" and the CITY OF DUBLIN (hereinafter referred to as "CITY");

WHEREAS, on or about July 1, 2008 the COUNTY and CITY entered into an Agreement (Contract #3009)(hereinafter referred to as the "AGREEMENT") for CITY to perform or arrange for the performance of work under a Grant Agreement between the COUNTY and the United States Department of Housing and Urban Development (HUD), for a Community Development Block Grant (CDBG) under the Housing and Community Act of 1974; and

WHEREAS, the COUNTY has also entered into a Grant Agreement with the United States Department of Housing and Urban Development (HUD), for a Community Development Block Grant – Recovery (CDBG-R), under the American Recovery and Reinvestment Act of 2009 said funds to be used for Community Development Block Grant – Recovery Programs and its eligible activities; and

WHEREAS, the funding under the Recovery Act has clear purposes – to stimulate the economy through measures that modernize the Nation's infrastructure, improve energy efficiency, and expand educational opportunities and access to health care, and HUD has strongly urged grantees to use CDBG-R funds for hard development costs associated with infrastructure activities that provide basic services to residents or activities that promote energy efficiency and conservation through rehabilitation or retrofitting of existing buildings; and

WHEREAS, the COUNTY and the CITY desire to amend the AGREEMENT to include additional services and funds for CDBG-R activities:

NOW, THEREFORE, the parties hereby amend the AGREEMENT as follows:

1. The Recitals to AGREEMENT are restated herein and made part of the AGREEMENT.
2. Article I, Statement of Work of the AGREEMENT is amended to read as follows:

City will perform or arrange for the performance of the work under this Agreement in the manner and time provided herein and in accordance with the budget; scope of work and any specifications and drawings; and all related documents and provisions attached hereto as Exhibit A-1 and incorporated herein by reference.

3. Article II, Commencement and Completion Requirements, paragraph A is amended to read as follows:

A. The term of this Agreement begins on the 1st day of July, 2008 and ends on the 30th day of June, 2009, or when all contract terms have been completed All CDBG-R funds must be fully expended by September 30, 2012.

4. Article VI, Program Monitoring and Evaluation, paragraph, is amended to include the following additional paragraph:

3. For CDBG-R, the quarterly reports shall be due at HCD on the 7<sup>th</sup> day of the month immediately following the reporting quarter.

5. Except as otherwise set forth herein, all terms and conditions of the AGREEMENT, shall remain unmodified and in full force and effect. In the event of any conflict between the terms and conditions of the AGREEMENT, this First Amendment shall prevail.

CITY OF DUBLIN

COUNTY OF ALAMEDA

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Chris Bazar, Director  
Community Development Agency

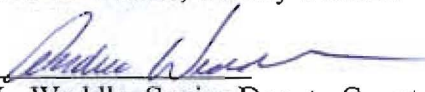
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

Approved as to Form:  
Richard E. Winnie, County Counsel

By: \_\_\_\_\_  
City Attorney

By:   
Andrea L. Weddle, Senior Deputy County Counsel

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

FIRST AGREEMENT TO  
AGREEMENT BY AND BETWEEN  
THE CITY OF DUBLIN  
AND  
THE COUNTY OF ALAMEDA

EXHIBIT A-1  
CDBG-R PROJECTS

<b>03 K – Street Improvements</b>	
Install 14-18 ADA-compliant curb ramps city-wide.	\$33,084
<b>21A Administration</b>	
Provide overall CDBG-R program administration.	\$3,676
<b>TOTAL - CITY OF DUBLIN</b>	<b>\$36,760</b>



FIRST AMENDMENT TO  
CDBG CITY/COUNTY AGREEMENT  
BETWEEN  
THE CITY OF EMERYVILLE  
AND  
THE COUNTY OF ALAMEDA

THIS FIRST AMENDMENT is made and entered into as of the \_\_\_ day of July, 2009 by and between the COUNTY OF ALAMEDA, a body corporate and politic of the State of California, (hereinafter referred to as "COUNTY" and the CITY OF EMERYVILLE (hereinafter referred to as "CITY");

WHEREAS, on or about July 1, 2008 the COUNTY and CITY entered into an Agreement (Contract #3006)(hereinafter referred to as the "AGREEMENT") for CITY to perform or arrange for the performance of work under a Grant Agreement between the COUNTY and the United States Department of Housing and Urban Development (HUD), for a Community Development Block Grant (CDBG) under the Housing and Community Act of 1974; and

WHEREAS, the COUNTY has also entered into a Grant Agreement with the United States Department of Housing and Urban Development (HUD), for a Community Development Block Grant – Recovery (CDBG-R), under the American Recovery and Reinvestment Act of 2009 said funds to be used for Community Development Block Grant – Recovery Programs and its eligible activities; and

WHEREAS, the funding under the Recovery Act has clear purposes – to stimulate the economy through measures that modernize the Nation's infrastructure, improve energy efficiency, and expand educational opportunities and access to health care, and HUD has strongly urged grantees to use CDBG-R funds for hard development costs associated with infrastructure activities that provide basic services to residents or activities that promote energy efficiency and conservation through rehabilitation or retrofitting of existing buildings; and

WHEREAS, the COUNTY and the CITY desire to amend the AGREEMENT to include additional services and funds for CDBG-R activities:

NOW, THEREFORE, the parties hereby amend the AGREEMENT as follows:

1. The Recitals to AGREEMENT are restated herein and made part of the AGREEMENT.
2. Article I, Statement of Work of the AGREEMENT is amended to read as follows:

City will perform or arrange for the performance of the work under this Agreement in the manner and time provided herein and in accordance with the budget; scope of work and any specifications and drawings; and all related documents and provisions attached hereto as Exhibit A-1 and incorporated herein by reference.

3. Article II, Commencement and Completion Requirements, paragraph A is amended to read as follows:

A. The term of this Agreement begins on the 1st day of July, 2008 and ends on the 30th day of June, 2009, or when all contract terms have been completed All CDBG-R funds must be fully expended by September 30, 2012.

4. Article VI, Program Monitoring and Evaluation, paragraph, is amended to include the following additional paragraph:

3. For CDBG-R, the quarterly reports shall be due at HCD on the 7<sup>th</sup> day of the month immediately following the reporting quarter.

5. Except as otherwise set forth herein, all terms and conditions of the AGREEMENT, shall remain unmodified and in full force and effect. In the event of any conflict between the terms and conditions of the AGREEMENT, this First Amendment shall prevail.

CITY OF EMERYVILLE

COUNTY OF ALAMEDA

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Chris Bazar, Director  
Community Development Agency


\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

Approved as to Form:  
Richard E. Winnie, County Counsel

By: \_\_\_\_\_  
City Attorney

By:   
Andrea L. Weddle, Senior Deputy County Counsel

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

FIRST AMENMENT TO  
AGREEMENT BY AND BETWEEN  
THE CITY OF EMERYVILLE  
AND  
THE COUNTY OF ALAMEDA

EXHIBIT A-1  
CDBG-R PROJECTS

<b>03K – Street Improvements</b>	
Install 4 ADA-compliant curb ramps at the Marina.	\$26,257
<b>21A Administration</b>	
Provide overall CDBG-R program administration.	\$0
<b>TOTAL - CITY OF EMERYVILLE</b>	<b>\$26,257</b>

FIRST AMENDMENT TO  
CDBG CITY/COUNTY AGREEMENT  
BETWEEN  
THE CITY OF NEWARK  
AND  
THE COUNTY OF ALAMEDA

THIS FIRST AMENDMENT is made and entered into as of the \_\_\_ day of July, 2009 by and between the COUNTY OF ALAMEDA, a body corporate and politic of the State of California, (hereinafter referred to as "COUNTY" and the CITY OF NEWARK (hereinafter referred to as "CITY");

WHEREAS, on or about July 1, 2008 the COUNTY and CITY entered into an Agreement (Contract #3007)(hereinafter referred to as the "AGREEMENT") for CITY to perform or arrange for the performance of work under a Grant Agreement between the COUNTY and the United States Department of Housing and Urban Development (HUD), for a Community Development Block Grant (CDBG) under the Housing and Community Act of 1974; and

WHEREAS, the COUNTY has also entered into a Grant Agreement with the United States Department of Housing and Urban Development (HUD), for a Community Development Block Grant – Recovery (CDBG-R), under the American Recovery and Reinvestment Act of 2009 said funds to be used for Community Development Block Grant – Recovery Programs and its eligible activities; and

WHEREAS, the funding under the Recovery Act has clear purposes – to stimulate the economy through measures that modernize the Nation's infrastructure, improve energy efficiency, and expand educational opportunities and access to health care, and HUD has strongly urged grantees to use CDBG-R funds for hard development costs associated with infrastructure activities that provide basic services to residents or activities that promote energy efficiency and conservation through rehabilitation or retrofitting of existing buildings; and

WHEREAS, the COUNTY and the CITY desire to amend the AGREEMENT to include additional services and funds for CDBG-R activities:

NOW, THEREFORE, the parties hereby amend the AGREEMENT as follows:

1. The Recitals to AGREEMENT are restated herein and made part of the AGREEMENT.
2. Article I, Statement of Work of the AGREEMENT is amended to read as follows:

City will perform or arrange for the performance of the work under this Agreement in the manner and time provided herein and in accordance with the budget; scope of work and any specifications and drawings; and all related documents and provisions attached hereto as Exhibit A-1 and incorporated herein by reference.

3. Article II, Commencement and Completion Requirements, paragraph A is amended to read as follows:

A. The term of this Agreement begins on the 1st day of July, 2008 and ends on the 30th day of June, 2009, or when all contract terms have been completed All CDBG-R funds must be fully expended by September 30, 2012.

4. Article VI, Program Monitoring and Evaluation, paragraph, is amended to include the following additional paragraph:

3. For CDBG-R, the quarterly reports shall be due at HCD on the 7<sup>th</sup> day of the month immediately following the reporting quarter.


5. Except as otherwise set forth herein, all terms and conditions of the AGREEMENT, shall remain unmodified and in full force and effect. In the event of any conflict between the terms and conditions of the AGREEMENT, this First Amendment shall prevail.

CITY OF NEWARK

COUNTY OF ALAMEDA

By: \_\_\_\_\_ By: \_\_\_\_\_  
Mayor Chris Bazar, Director  
Community Development Agency

\_\_\_\_\_ Date \_\_\_\_\_  
Approved as to Form: Approved as to Form:  
Richard E. Winnie, County Counsel

By: \_\_\_\_\_ By:   
City Attorney Andrea L. Weddle, Senior Deputy County Counsel

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

FIRST AMENDMENT TO  
AGREEMENT BY AND BETWEEN  
THE CITY OF NEWARK  
AND  
THE COUNTY OF ALAMEDA

EXHIBIT A-1  
CDBG-R PROJECTS

<b>03 F – Parks, Recreation Facility</b>	
Install new HVAC system in Newark Community Center to replace old system.	\$94,526
<b>21A Administration</b>	
Provide overall CDBG-R program administration.	\$0
<b>TOTAL - CITY OF NEWARK</b>	<b>\$94,526</b>

FIRST AMENDMENT TO  
CDBG CITY/COUNTY AGREEMENT  
BETWEEN  
THE CITY OF PIEDMONT  
AND  
THE COUNTY OF ALAMEDA

THIS FIRST AMENDMENT is made and entered into as of the \_\_\_ day of July, 2009 by and between the COUNTY OF ALAMEDA, a body corporate and politic of the State of California, (hereinafter referred to as "COUNTY" and the CITY OF PIEDMONT (hereinafter referred to as "CITY");

WHEREAS, on or about July 1, 2008 the COUNTY and CITY entered into an Agreement (Contract #3004)(hereinafter referred to as the "AGREEMENT") for CITY to perform or arrange for the performance of work under a Grant Agreement between the COUNTY and the United States Department of Housing and Urban Development (HUD), for a Community Development Block Grant (CDBG) under the Housing and Community Act of 1974; and

WHEREAS, the COUNTY has also entered into a Grant Agreement with the United States Department of Housing and Urban Development (HUD), for a Community Development Block Grant – Recovery (CDBG-R), under the American Recovery and Reinvestment Act of 2009 said funds to be used for Community Development Block Grant – Recovery Programs and its eligible activities; and

WHEREAS, the funding under the Recovery Act has clear purposes – to stimulate the economy through measures that modernize the Nation’s infrastructure, improve energy efficiency, and expand educational opportunities and access to health care, and HUD has strongly urged grantees to use CDBG-R funds for hard development costs associated with infrastructure activities that provide basic services to residents or activities that promote energy efficiency and conservation through rehabilitation or retrofitting of existing buildings; and

WHEREAS, the COUNTY and the CITY desire to amend the AGREEMENT to include additional services and funds for CDBG-R activities:

NOW, THEREFORE, the parties hereby amend the AGREEMENT as follows:

1. The Recitals to AGREEMENT are restated herein and made part of the AGREEMENT.
2. Article I, Statement of Work of the AGREEMENT is amended to read as follows:

City will perform or arrange for the performance of the work under this Agreement in the manner and time provided herein and in accordance with the budget; scope of work and any specifications and drawings; and all related documents and provisions attached hereto as Exhibit A-1 and incorporated herein by reference.

3. Article II, Commencement and Completion Requirements, paragraph A is amended to read as follows:

A. The term of this Agreement begins on the 1st day of July, 2008 and ends on the 30th day of June, 2009, or when all contract terms have been completed All CDBG-R funds must be fully expended by September 30, 2012.

4. Article VI, Program Monitoring and Evaluation, paragraph, is amended to include the following additional paragraph:

3. For CDBG-R, the quarterly reports shall be due at HCD on the 7<sup>th</sup> day of the month immediately following the reporting quarter.

5. Except as otherwise set forth herein, all terms and conditions of the AGREEMENT, shall remain unmodified and in full force and effect. In the event of any conflict between the terms and conditions of the AGREEMENT, this First Amendment shall prevail.

CITY OF PIEDMONT

COUNTY OF ALAMEDA

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Chris Bazar, Director  
Community Development Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

Approved as to Form:  
Richard E. Winnie, County Counsel

By: \_\_\_\_\_  
City Attorney

By:   
Andrea L. Weddle, Senior Deputy County Counsel

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



FIRST AMENDMENT  
AGREEMENT BY AND BETWEEN  
THE CITY OF PIEDMONT  
AND  
THE COUNTY OF ALAMEDA

EXHIBIT A-1  
CDBG-R PROJECTS

<b>03 K – Street Improvements</b>	
Install 20 ADA-accessible curb ramps city-wide.	\$10,503
<b>21A Administration</b>	
Provide overall CDBG-R program administration.	\$0
<b>TOTAL - CITY OF PIEDMONT</b>	<b>\$10,503</b>