

CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY
California Recycle Underutilized Sites Remediation Program

Meeting Date: May 19, 2020

Request for Approval of Amendment to the Interagency Agreement with the California Department of Housing and Community Development Regarding the CALReUSE Program to Implement Provisions of the Housing and Emergency Shelter Trust Fund Act (Proposition 1C)

Prepared by: *Ethan Wieser*

Summary. Staff requests approval to amend Interagency Agreement (“Agreement”) 07-1-016 between the California Pollution Control Financing Authority (“CPCFA” or “Authority”) and the California Department of Housing and Community Development (“HCD”). The amendment will extend the term of the Agreement from June 30, 2020 to June 30, 2021. Extending the term of the Agreement will allow CPCFA to pay project costs and request administrative reimbursements from HCD through June 30, 2021.

Background. The California Recycle Underutilized Sites (“CALReUSE”) Remediation Program is a grant and loan program funded with \$60 million from Proposition 1C, the Housing and Emergency Shelter Trust Fund Act of 2006 (“the Act”), further defined by the Legislature in the 2007-08 Budget Act and trailer bill.¹ Administered by the Authority in consultation with the California Department of Housing and Community Development, the Remediation Program finances brownfield cleanup that promotes infill residential and mixed-use development, consistent with regional and local land use plans.

Of the \$60 million initial allocation, \$55 million was allocated to project costs and \$5 million was allocated to administrative costs. The \$5 million in administrative costs was split between CPCFA and HCD; CPCFA was allocated \$3.8 million for the administration of the Program and HCD retained \$1.2 million to cover statewide administrative costs. The Authority solicited grant and loan applications from potential development projects, in a single competitive round in November 2008. As a result of this solicitation, the Authority awarded an initial \$55 million to projects, with funding capped at \$5 million per project to ensure that more projects would receive the necessary funds for cleanup activities. An additional \$29.1 million in funding was pre-approved should CPCFA receive additional funds, and a reconfirmation of the project by the Authority.

By May 2009, all of the Authority’s funding was awarded. Of the 34 projects receiving awards, 30 projects executed agreements with the Authority. Four projects declined their awards, and the funds were redirected to an underfunded project on a waiting list.

¹ Senate Bills 77 and 86 of 2007 allocated \$60 million to CALReUSE to administer a program of “*grants or loans... for the purpose of brownfield cleanup that promotes infill residential and mixed-use development, consistent with regional and local land use plans.*”

Agenda Item 4.A.
Resolution No. 20-03-002

In 2015, the Board approved a resolution to execute the second amendment to the Agreement. The second amendment specified two liquidation dates for Program funds, consistent with the statutory amendments to the authorizing legislation for Proposition 1C funding. Funds subject to the initial allocation and encumbrances were given a liquidation date of June 30, 2017, pursuant to Chapter 26, Statutes of 2013, and newly allocated funds of \$1.3 million were given a liquidation date of January 1, 2018, pursuant to Statutes 2012. The newly allocated funds consisted of a Program loan repayment of \$356 thousand and \$1 million redirected to the CPCFA by HCD for administrative costs.

In 2016, the Board approved a resolution to execute the third amendment to the Agreement. The third amendment extended the term of the Agreement from January 1, 2018 to June 30, 2020 to match the liquidation period for the initial \$60 million pursuant to Chapter 23, Statutes of 2016.

In 2017, the Board approved the remaining \$9.7 million to the Sacramento Railyards project should additional funding later become available through returned and recaptured funds not utilized by other project grants.

In 2018, the Board approved a resolution to execute the fourth amendment to the Agreement. The fourth amendment made available an additional \$722 thousand for project costs from HCD's 2017 budget surplus from Proposition 1C, pursuant to Chapter 14, Statutes of 2017. The additional funding was awarded to the Sacramento Railyards project on December 21, 2018.

Even though the Budget Act of 2017 has a liquidation date of June 30, 2022 the contract termination date is extended only until June 30, 2021. A final invoice must be submitted by CPCFA to HCD no later than May 1, 2021 so it can be processed and paid before the termination date of the contract, June 30, 2021

Funding available under the Interagency Agreement. Below is a chart of the funding currently available under the Agreement as of April 30, 2020:

Project Costs	\$1,971,812.42
Administration Costs	\$659,504.37
Total	\$2,631,316.79

Staff Recommendation. Staff recommends approval of the attached Resolution 20-03-002 to authorize the Deputy Executive Director to execute amendment number five to the Interagency Agreement 07-1-016 extending the term of the Agreement from June 30, 2020 to June 30, 2021.

**RESOLUTION OF THE CALIFORNIA POLLUTION CONTROL FINANCING
AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN THE
AMENDMENT TO THE INTERAGENCY AGREEMENT WITH THE CALIFORNIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT REGARDING
THE CALREUSE PROGRAM TO IMPLEMENT PROVISIONS OF THE HOUSING
AND EMERGENCY SHELTER TRUST FUND ACT (PROPOSITION 1C)**

May 19, 2020

WHEREAS, the California Pollution Control Financing Authority (“Authority”) was created under the provisions of Section 44500 of the Health and Safety Code; and

WHEREAS, Section 44519 of the Health and Safety Code provides that the Authority is authorized to “delegate to one or more of its members, its executive director, or any other official or employee of the authority any powers and duties that it may deem proper, including, but not limited to, the power to enter into contracts on behalf of the authority”; and

WHEREAS, Section 53545(b)(2) and 53545.14 of the Health and Safety Code provides funding for brownfield cleanup that promotes infill housing development and other related infill development consistent with regional and local plans; and

WHEREAS, on January 1, 2008, the Authority entered into Interagency Agreement 07-1-016 with the California Department of Housing and Community Development (“Department”) to utilize \$60 million the funding for loans or grants under the California Recycle Underutilized Sites (“CALReUSE”) program; and

WHEREAS, the Department desires to extend the expiration date of the Agreement from June 30, 2020 to June 30, 2021.

NOW THEREFORE BE IT RESOLVED, that the Executive Director or Deputy Executive Director of the Authority is hereby authorized to execute Amendment 5 to Interagency Agreement 07-1-016 with the California Department of Housing and Community Development, the total amount of which will not exceed \$60 million.

FURTHER, that the Executive Director or Deputy Executive Director shall execute and submit the amended Interagency Agreement to the Department of General Services for approval.

CONTRACTOR'S COPY

AGREEMENT NUMBER 07-1-016
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Housing and Community Development (HCD)

CONTRACTOR'S NAME

California Pollution Control Financing Authority (CPCFA)

2. The term of this Agreement is: January 1, 2008 through June 30, 2012

3. The maximum amount of this Agreement is: \$ 60,000,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

- Exhibit A – Scope of Work 1 page
- Exhibit B – Budget Detail and Payment Provisions 1 page
- Exhibit C* – General Terms and Conditions GIA - 101
- Exhibit D Special Terms and Conditions 1 page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

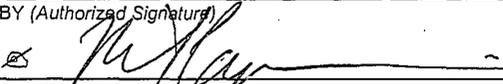
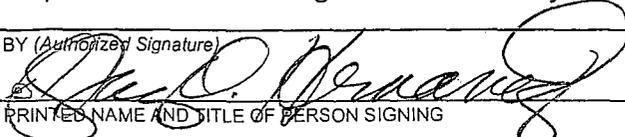
CONTRACTOR	<i>California Department of General Services Use Only</i>	
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) California Pollution Control Financing Authority	FEB 08 2008	
BY (Authorized Signature) 		DATE SIGNED (Do not type) 1/29/08
PRINTED NAME AND TITLE OF PERSON SIGNING Michael Paparian		
ADDRESS 915 Capitol Mall, #457 Sacramento, CA 95814		
STATE OF CALIFORNIA		
AGENCY NAME Department of Housing and Community Development		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 2/8/08	
PRINTED NAME AND TITLE OF PERSON SIGNING Stacy Q. Hernandez, Contracts Manager, Budget & Contracts Branch	<input checked="" type="checkbox"/> Exempt per: Health & Safety Code 51050	
ADDRESS 1800 Third Street, Room 350 Sacramento, CA 95811		

EXHIBIT A

SCOPE OF WORK

1. Authority

This Interagency Agreement (IA) is being executed pursuant to Chapter 27, Statutes of 2006 (SB 1689); Chapter 171, Statutes of 2007, Section 2.00, Item number 2240-101-6069 (Budget Act of 2007); and, Chapter 179, Statutes of 2007 (SB 86), Sections 29 and 39.

2. Specifications

- A. HCD shall make available, to CPCFA, sixty million dollars (\$60,000,000) from Item 2240-101-6069 of Section 2.00, Budget Act of 2007, which shall be available for liquidation of encumbrances until June 30, 2012. Any funds, including interest earned, not obligated or encumbered by June 30, 2012, shall revert to HCD.
- B. CPCFA will deposit any requested funds from Item 2240-101-6069 of Section 2.00, Budget Act of 2007, into a separate sub-account of the continuously appropriated Pollution Control Financing Authority Fund (fund number 0930).
- C. Pursuant to Section 53545.14 of the Health & Safety Code, CPCFA, in consultation with HCD, shall develop a program to use these funds to administer loans or grants under the California Recycle Underutilized Sites (CALReUSE) program established under Article 9 (commencing with Section 8090) of Division 11 of Title 4 of the California Code Regulations, for the purpose of Brownfield cleanup that promotes infill residential and mixed-used development, consistent with the regional and local land use plans.
- D. HCD shall retain \$1,200,000 (two-percent, (2%) of the \$60,000,000 available), to cover statewide administrative costs, including SCO, STO and GAAP reporting costs for the life of the bond authority.

3. Deliverables

- A. At the end of June and December, of each year covering the duration of this agreement, starting with June 30, 2008, the CPCFA shall provide HCD a semi-annual report that contains at least the following information regarding the expenditure of funds from the CALReUSE Program: total available funds (not including portions allocated to overhead), number of NOFAs (Notice of Funds Available) released to date, number of applications received, dollar amounts of applications received, number of awards made, total dollar amount of awards, estimated funds remaining, activity/comments (brownfield remediation), and funds leveraged.
- B. For each fiscal year covering the duration of the program, the CPCFA shall include within its report to the Legislature, pursuant to Section 44525.7, information on its activities relating to the program. At a minimum, the report shall include a summary of the projects that receive loans or grants pursuant to this section for each fiscal year loans or grants are awarded. The report shall include the description, location and estimation of completion for each recipient project. Upon HCD request, the CPCFA shall provide a copy of the annual report to HCD.
- C. CPCFA shall include corresponding report and program information on CPCFA's website and shall also feature a web link(s) to HCD's, Infill Program website.

4. Contract Manager and Contact Person

State Agency: Department of Housing and Community Development (HCD)	Contractor: California Pollution Control Financing Authority (CPCFA)
Name: Elliott Mandell, Chief Deputy Director	Name: Michael Paparian, Executive Director
Address: 1800 S Street Sacramento, CA 95811	Address: 915 Capitol Mall, #457 Sacramento, CA 95814
Phone: (916) 445-4775	Phone: (916) 654-5610
Fax: (916) 323-6694	Fax: (916) 657-4821
Email: emandell@hcd.ca.gov	Email: mpaparian@treasurer.ca.gov

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. After execution of this Agreement and after HCD's receipt of a LOAN REQUEST from CPCFA for Pooled Money Investment Account Loans to State Bond Programs, HCD shall take all actions necessary and appropriate to obtain a loan from Pooled Money Investment Board on behalf of the CALReUSE Program.
- B. After execution of this Agreement and the Loan Request is approved by PMIB, CPCFA shall submit a request to HCD for monies as provided in Exhibit A (see Exhibit B, Attachment 1). HCD shall take all actions necessary and appropriate to affect the request within fifteen days.

EXHIBIT B
Attachment 1

BUDGET DETAIL AND PAYMENT PROVISIONS

To: Department of Housing and
Community Development
Accounting Office, MS-415
Attn: Accounts Payable
1800 Third Street, Suite 350
Sacramento, CA 95814

From: Michael Paparian, Executive Director
California Pollution Control
Financing Authority

Subject: PROP 1C – [MONTH YEAR] REQUEST FOR PAYMENT

In accordance with Interagency Agreement Number 07-1-016 between the Department of Housing and Community Development and the California Pollution Control Financing Authority, please initiate the payment from HCD to the California Pollution Control Financing Authority fund as follows for the CALReUSE Program – Proposition 1C:

FY	Account
XXXX-XX	XXXX-101-0930
2007-08	2240-101-6069

EXHIBIT D

SPECIAL TERMS AND CONDITIONS1. RECORD ESTABLISHMENT, ACCESS, AND RETENTION

CPCFA shall maintain substantial records of all expenditures incurred in the performance of providing loans or grants administered under this IA. These records shall be maintained during the term of this IA, and for a minimum period of three (3) years after its termination, and shall be made available to HCD, its representatives or the Bureau of State Audits at any time during such time period with one-day advance notification.

2. CONTINGENCY CLAUSE

It is mutually agreed that if subsequent legislation is enacted that deletes or significantly reduces the funding amount to be provided by this IA, or significantly alters the CALReUSE program, this IA shall be null and void as to funds not provided hereunder to Contractor, unless it is mutually agreed by the Executive Director of CPCFA and the Department Director of HCD to amend this IA to reflect such changes.

3. TERMINATION OF AGREEMENT

Either party to this Agreement may terminate the Agreement, subject to providing ninety (90) days prior written notice of termination to the other party subject to the approval of the Executive Director of CPCFA or the Department Director of HCD.

4. POLITICAL REFORM ACT COMPLIANCE

CPCFA shall comply fully with all provisions of the Political Reform Act. The parties shall require all designated employees performing the duties of designated employees to complete and file FPPC Form 700s, and/or any other disclosure and confidentiality documents deemed appropriate for the CALReUSE Project funded by this IA, in a timely manner.

ATTACHMENT 2

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD 213A (Rev 5/03)

STO #R14-07

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER

AMENDMENT NUMBER

07-1-016

1

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

California Pollution Control Financing Authority (CPCFA)

2. The term of this

Agreement is February 8, 2008 through June 30, 2015

3. The maximum amount of this

Agreement after this amendment is: \$60,000,000.00 - (Am . increased the contract amount by \$.00)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Exhibit A, Scope of Work, Section 1.. Authority, is hereby amended to add the following extension authorization:

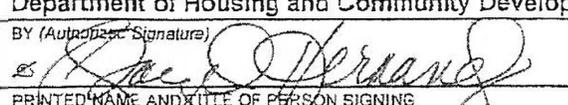
Budget Act 2010 (Chapter 712, 10/8/2010, SB 870) Item 2240-492 — Extension of liquidation period, Department of Housing and Community Development. Notwithstanding any other provision of law, funds appropriated in the following citations shall be made available for liquidation of encumbrances as specified:

6069—Regional Planning, Housing, and Infill Incentive Account, Housing and Emergency Shelter Trust Fund of 2006 Item 2240-101-6069, Budget Act of 2007 (Chapters 171 and 172, Statutes, 2007), until June 30, 2015.

Exhibit C - State of California General Terms and Conditions is hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.documents.das.ca.gov/ols/GTC-610.doc>

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only	
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) California Pollution Control Financing Authority (CPCFA)		MAR 07 2012	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 3/7/12		
PRINTED NAME AND TITLE OF PERSON SIGNING Michael Paparian, Executive Director			
ADDRESS 915 Capitol Mall, #457 Sacramento, CA 95814		<input checked="" type="checkbox"/> Exempt per: Health and Safety Code 51050	
STATE OF CALIFORNIA			
AGENCY NAME Department of Housing and Community Development			
BY (Authorized Signature) 	DATE SIGNED (Do not type) 3/7/12		
PRINTED NAME AND TITLE OF PERSON SIGNING Stacy Q. Hernandez, Contracts Manager, Business and Contract Services			
ADDRESS 1800 Third Street, Room 350, Sacramento, CA 95811			

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
ADMINISTRATION AND MANAGEMENT DIVISION
Business and Contract Services Branch**



Contracts Office

1800 Third Street, Room 350
P.O. Box 952050
Sacramento, CA 94252-2050
(916) 445-2301

February 22, 2012

Mr. Michael Paparian
California Pollution Control
Financing Authority (CPCFA)
915 Capitol Mall, #457
Sacramento, CA 95814

Subject: Standard Agreement 07-1-016, Am. 1

Dear Mr. Paparian:

Marked below is information/action requested regarding the above Standard Agreement. Please note that this Agreement cannot be considered binding until it is approved. No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval.

Return items 1 – 4 (as applicable) to the following address within 7 days from the date of this letter:

**Department of Housing and Community Development
Business and Contract Services Branch
1800 3rd Street, Suite 350
Sacramento, CA 95811
Attn: Wendy Barnes**

- 1) The Agreement listed above has been emailed to you for your review and approval. Please print five (5) copies of the STD. 213 (Standard Agreement) cover page and sign all five (5) pages. Please return the five (5) originally signed STD. 213 cover pages (**do not return Exhibits to HCD**). Maintain a copy of the complete Standard Agreement /Amendment for your contract file.
- 2) Payee Data Record (STD 204) is requested. No payment can be made unless this form is completed and returned to the Department.
- 3) A copy of your insurance certification which states coverage will not be canceled without 30 days written notice to the State of California, and also includes the State of California, its officers, agents and employees as insured, is being requested.
- 4) Darfur Contracting Act (Act) (Public Contract Code sections 10475 through 10481). Effective January 1, 2009, procurements for Non-Information Technology (Non-IT) goods or services must address the requirements of this Act. The Act is intended to preclude State agencies generally from contracting with *SCRUTINIZED* companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.
- 5) Public Contract Code 10111 requires state agencies to capture information on ethnicity, race and gender (ERG) of business owners on all awarded contracts and procurements to the extent that the information has been voluntarily reported to the department. The awarding department is prohibited from using this data to discriminate or provide a preference in the solicitation or acceptance of bids, quotes, or estimates for goods, services, construction and/or information technology. The completion of this form is **strictly voluntary**.

Return item five (5) to the following address: **Department of Housing and Community Development, Business and Contract Services Branch, P.O. Box 952050, Sacramento, CA 94252-2050.**

Respectfully,
Wendy Barnes, Contracts Analyst
(916) 322-7569

30, 2011. Notwithstanding any other provision of law, the period to liquidate the encumbrances set forth below is extended to June 30, 2015.

6038--Building Equity and Growth in Neighborhoods (BEGIN) Fund

- (1) Item 2240-102-6038, Budget Act of 2009 (Ch. 1, 2009-10 3rd Ex. Sess., as revised by Ch. 1, 2009-10 4th Ex. Sess.)

2240-492-- Extension of liquidation period, Department of Housing and Community Development. Notwithstanding any other provision of law, funds appropriated in the following citations shall be made available for liquidation of encumbrances as specified:

6069--Regional Planning, Housing, and Infill Incentive Account, Housing and Emergency Shelter Trust Fund of 2006

- (1) Item 2240-101-6069, Budget Act of 2007 (Chs. 171 and 172, Stats. 2007), until June 30, 2015
- (2) Item 2240-101-6069, Budget Act of 2008 (Chs. 268 and 269, Stats. 2008), as reappropriated by Item 2240-490, Budget Act of 2009 (Ch. 1, 2009-10 3rd Ex. Sess., as revised by Ch. 1, 2009-10 4th Ex. Sess.), until June 30, 2016
- (3) Item 2240-101-6069, Budget Act of 2009 (Ch. 1, 2009-10 3rd Ex. Sess., as revised by Ch. 1, 2009-10 4th Ex. Sess.), until June 30, 2016
- (4) Subdivision (a) of Section 1 of Chapter 39 of the Statutes of 2008, until June 30, 2015

9736--Transit-Oriented Development Implementation Fund

- (1) Item 2240-101-9736, Budget Act of 2007 (Chs. 171 and 172, Stats. 2007), until June 30, 2015
- (2) Item 2240-101-9736, Budget Act of 2008 (Chs. 268 and 269, Stats. 2008), as reappropriated by Item 2240-490, Budget Act of 2009 (Ch. 1, 2009-10 3rd Ex. Sess., as revised by Ch. 1, 2009-10 4th Ex. Sess.), until June 30, 2016
- (3) Item 2240-101-9736, Budget Act of 2009 (Ch. 1, 2009-10 3rd Ex. Sess., as revised by Ch. 1, 2009-10 4th Ex. Sess.), until June 30, 2016
- (4) Subdivision (b) of Section 1 of Chapter 39 of the Statutes of 2008, until June 30, 2015

REQUIRED APPROVALS FOR CONTRACTS \$25,000 AND ABOVE

(NOTE: If preapproval for this contract was obtained, Sections A, B, C, and D do not need to be completed.

Attach signature sheet showing that preapproval was obtained.
If preapproval was not obtained, complete Sections A, B, C, and D.)

523
CN

Date: February 23, 2012

Division/Authority/Commission: California Pollution Control Financing Authority
 Contact Person: Dona Yee Phone: (916) 653-6217
 Proposed Contract Amount: Time Extension Only Fiscal Year: 11/12, 12/13, 13/14, 14/15
 Proposed Contract Expiration Date: June 30, 2015 Contract Number: 07-1-016/STO R14-7 Amendment 1
 Vendor: Department of Housing and Community Development (HCD)
 Contract Prepared By: Stacy Q. Hernandez (HCD)

A. Request (give brief description of contract, including type of service – i.e., IT or non-IT, goods or services, consulting).

Amendment 1 extends the term of the Agreement to expire on June 30, 2015.
 This Interagency Agreement with the Department of Housing and Community Development (HCD) provides for HCD to make available, in the form of transfer(s), sixty million dollars (\$60,000,000) from Item 2240-101-6069 of Section 2.00, Budget Act of 2007, to CPCFA.

B. Reason and Justification for contract(s) and consequence if contract(s) not approved:

CPCFA, in consultation with HCD, developed a program to use funds to administer loans or grants under the CALReUSE program for the purpose of Brownfield cleanup that promotes infill housing development.

C. Will approval of contract result in additional requests to contract this year or in future years?

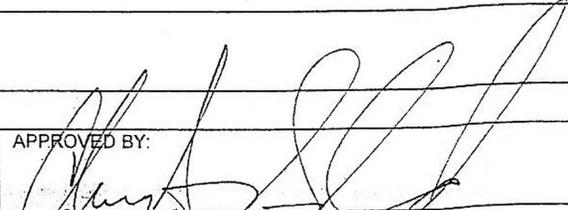
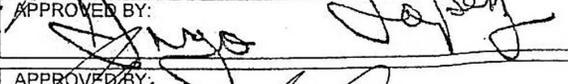
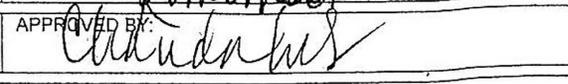
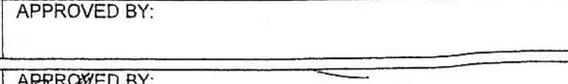
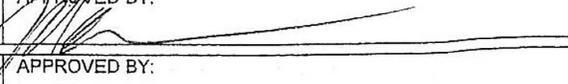
YES NO ; if yes, provide explanation:

[Empty box for explanation]

D. Funding Availability (Are costs anticipated in your base budget? If not, how do you propose to pay for the increased costs?):

Yes

Approvals:

1.	Staff Services Manager (Business Services Unit) Christopher Sneed	APPROVED BY: 	Date: <u>02/27/12</u>
2.	Division Director or Executive Director Michael Papanian	APPROVED BY: 	Date: <u>2/24/12</u>
3.	Director of Administration Hugo López	APPROVED BY: 	Date: <u>2/28/12</u>
4.	General Counsel Mark Paxson	APPROVED BY: 	Date: <u>2/28/12</u>
5.	Deputy Treasurer Bettina Redway	APPROVED BY: 	Date: <u>2/29/12</u>
6.	Chief Deputy Treasurer Steve Cooney	APPROVED BY: 	Date: <u>2/29/12</u>
7.	Fiscal Officer Kim Moon	APPROVED BY: 	Date: <u>3/1/12</u>
8.	Business Services Office Chanda Nelson	APPROVED BY: 	Date: <u>3/1/12</u>
9.	Contractor For Signature HCD	APPROVED BY:	Date:
10.	Division Director or Executive Director Michael Papanian	APPROVED BY: 	Date: <u>3/1/12</u>
11.	DGS Legal (If Applicable)	APPROVED BY:	Date:

MEMORANDUM

Date: February 23, 2012

To: STEVE COONY

Via: BETTINA REDWAY
MARK PAXSON

From: MICHAEL PAPARIAN, EXECUTIVE DIRECTOR
California Pollution Control Financing Authority (CPCFA)

Subject: Contract Number 07-1-016/STO R14-07 – Amendment 1
California Recycle Underutilized sites (CALReUSE) Remediation Program

The current Interagency Agreement in the amount of \$60,000,000.00 between CPCFA and the Department of Housing Community Development (HCD) to administer loans or grants under the CALReUSE Remediation Program will expire on June 30, 2012.

CPCFA requests approval to proceed with Amendment 1 to extend the contract term until June 30, 2015 (February 8, 2008 through June 30, 2015). The time extension is necessary to ensure there is no lapse in service while CPCFA continues to administer the CalReUSE Remediation Program.

If you have any questions or concerns, please feel free to contact Jason L. Bradley, Program Manager at 653-3376.

MP:dyee

STATE OF CALIFORNIA

**CALIFORNIA POLLUTION CONTROL
FINANCING AUTHORITY**

915 Capitol Mall, Room 457
Sacramento, CA 95814
Telephone: (916) 654-5610
Telecopier: (916) 657-4821



MEMBERS:
Bill Lockyer, Chair
State Treasurer

John Chiang
State Controller

Ana J. Matosantos, Director
Department of Finance

EXECUTIVE DIRECTOR:
Michael Paparian

February 23, 2012

Department of General Services
Office of Legal Services
707 Third Street
West Sacramento, CA 95605-2811

RE: Contract Number 07-1-016/STO R14-07 between the California Pollution Control Financing Authority and the Department of Housing and Community Development.

Dear Sirs:

I certify that the above-referenced contract/purchase is vital and mission critical for this agency or department.

Should you have any questions, please feel free to contact Jason L. Bradley, Program Manager at (916) 653-3376.

Sincerely,

A handwritten signature in black ink, appearing to be "M. Paparian", with a long horizontal flourish extending to the right.

Michael Paparian
Executive Director

MP:dyee

ATTACHMENT 3

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD 213 A (Rev 6/03)

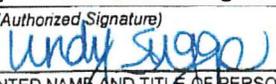
CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 6 Pages

AGREEMENT NUMBER 07-1-016	AMENDMENT NUMBER 2
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
 CONTRACTOR'S NAME
California Pollution Control Financing Authority (CPCFA)
2. The term of this Agreement is February 8, 2008 through January 1, 2018
3. The maximum amount of this Agreement after this amendment is: **\$60,000,000.00 - (Am. 2 increased the contract amount by \$.00)**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 - A. STD. 213, Item 2, is hereby amended to read:
 2. The term of this Agreement is February 8, 2008 through January 1, 2018
 - B. Exhibit A, Scope of Work, is hereby deleted in its entirety and replaced with a new Exhibit A, Scope of Work, (Rev. 08/14) attached hereto and made a part hereof.
 - C. Exhibit B, Budget Detail and Payment Provision, is hereby deleted in its entirety and replaced with a new Exhibit B, Budget Detail and Payment Provision, attached hereto and made a part hereof.
 - D. Exhibit B, Attachment 1, is hereby deleted in its entirety and replaced with a new Exhibit B, Attachment 1, attached hereto and made a part hereof.

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only	
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) California Pollution Control Financing Authority (CPCFA)		JUN 09 2015	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 6/4/2015		
PRINTED NAME AND TITLE OF PERSON SIGNING Renee Webster-Hawkins, Exec. Director			
ADDRESS 915 Capitol Mall, #457 Sacramento, CA 95814			
STATE OF CALIFORNIA			
AGENCY NAME Department of Housing and Community Development		<input checked="" type="checkbox"/> Exempt per: Health and Safety Code 51050	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 6/9/15		
PRINTED NAME AND TITLE OF PERSON SIGNING Lindy Suggs, Contracts Manager, Business and Contract Services Branch			
ADDRESS 2020 West El Camino Avenue, Sacramento, CA 95833			

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
ADMINISTRATION AND MANAGEMENT DIVISION
Business and Contract Services Branch
Contracts Office**

2020 West El Camino Avenue, Suite 330, 95833
P. O. Box 952050, Sacramento, CA 94252-2050
(916) 263-6928 / FAX (916) 263-6917
www.hcd.ca.gov



October 28, 2014

CPCFA
Mr. Jason Bradley
915 Capitol Mall, Room 457
Sacramento, CA 95814

Subject: Standard Agreement 07-1-016, Am. 2

Dear Mr. Bradley:

Marked below is information/action requested regarding the above Standard Agreement. Please note that this Agreement cannot be considered binding until it is approved. No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval.

Return items 1 – 4 (as applicable) to the following address within 14 days from the date of this letter:

**Department of Housing and Community Development (HCD)
Business and Contract Services Branch
2020 West El Camino Avenue, Suite 330
Sacramento, CA 95833
Attn: Wendy Barnes**

- 1) The Agreement listed above has been emailed to you for your review and approval. Please print five (5) copies of the STD. 213 (Standard Agreement) cover page and sign all five (5) pages. Please return the five (5) originally signed STD. 213 cover pages (**do not return Exhibits to HCD**). Maintain a copy of the complete Standard Agreement /Amendment for your contract file.
- 2) Payee Data Record (STD 204) is requested. No payment can be made unless this form is completed and returned to the Department.
- 3) A copy of your insurance certification which states coverage will not be canceled without 30 days written notice to the State of California, and also includes the State of California, its officers, agents and employees as insured, is being requested.
- 4) Darfur Contracting Act (Act) (Public Contract Code sections 10475 through 10481). Effective January 1, 2009, procurements for Non-Information Technology (Non-IT) goods or services must address the requirements of this Act. The Act is intended to preclude State agencies generally from contracting with *SCRUTINIZED* companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.
- 5) Public Contract Code 10111 requires state agencies to capture information on ethnicity, race and gender (ERG) of business owners on all awarded contracts and procurements to the extent that the information has been voluntarily reported to the department. The awarding department is prohibited from using this data to discriminate or provide a preference in the solicitation or acceptance of bids, quotes, or estimates for goods, services, construction and/or information technology. The completion of this form is **strictly voluntary**.

Return item five (5) to the following address: **Department of Housing and Community Development, Business and Contract Services Branch, P.O. Box 952050, Sacramento, CA 94252-2050.**

Respectfully,
Wendy Barnes, Contracts Analyst
(916) 263-6916

(STO) R14-07

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 4 Pages

AGREEMENT NUMBER
07-1-016

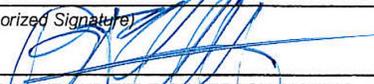
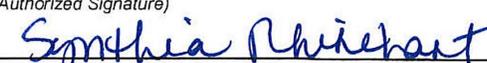
AMENDMENT NUMBER
3

REGISTRATION NUMBER:

1. This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
CONTRACTOR'S NAME
California Pollution Control Financing Authority (CPCFA)
2. The term of this Agreement is February 8, 2008 through June 30, 2020
3. The maximum amount of this Agreement after this amendment is: **\$60,000,000.00 - (Am. 3 increased the contract amount by \$.00)**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 - A. STD. 213, Item 2, The term of this Agreement is hereby changed from February 8, 2008 through January 1, 2018 to February 8, 2008 through June 30, 2020.
 - B. Exhibit A, Scope of Work, is hereby deleted in its entirety and replaced with a new Exhibit A, Scope of Work, (Rev. 07/16) attached hereto and made a part hereof.
 - C. Exhibit B, Attachment 1, is hereby deleted in its entirety and replaced with a new Exhibit B, Attachment 1, attached hereto and made a part hereof.

All other terms and conditions shall remain the same.

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

CONTRACTOR	CALIFORNIA Department of General Services Use Only
<small>CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)</small> California Pollution Control Financing Authority (CPCFA)	
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small> 9/20/2016
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Renee Webster-Hawkins, Executive Director	
<small>ADDRESS</small> 801 Capitol Mall, 2nd Floor Sacramento, CA 95814	
STATE OF CALIFORNIA	
<small>AGENCY NAME</small> Department of Housing and Community Development	
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small> 9/22/16
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Synthia Rhinehart, Contracts Office Manager Business and Contract Services Branch	
<small>ADDRESS</small> 2020 West El Camino Avenue Sacramento, CA 95833	
<input checked="" type="checkbox"/> Exempt per: Health and Safety Code 51050	

SEP 22 2016

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
ADMINISTRATION AND MANAGEMENT DIVISION****Fiscal Management Branch****Budget Office**

2020 West El Camino Avenue, Suite 330, 95833

P.O. Box 952050, Sacramento, CA 94252-2050

(916) 263-6892 / FAX (916) 263-6917

www.hcd.ca.gov

MEMORANDUM FOR: Jason Bradley

FROM: 
Mark Loden

SUBJECT: CPCFA Contract 07-1-016

Enclosed is your copy of the signed contract. Should you have any questions please feel free to call anytime at 916-323-4213.

EXHIBIT A

SCOPE OF WORK

1. Specifications and Detailed Description of Work

A. Authority

This Interagency Agreement (Agreement) is being executed between the California Pollution Control Financing Authority (CPCFA) and the Department of Housing and Community Development (HCD), and further amended, pursuant to:

- 1) Chapter 27, Statutes of 2006 (SB 1689).
- 2) Chapter 171, Budget Act of 2007, Section 2.00, Item number 2240-101-6069.
- 3) Chapter 179, Statutes of 2007 (SB 86), Sections 29 and 39, which authorized \$60 million for CALReUSE.
- 4) Chapter 712, Budget Act of 2010 (SB 870), Item 2240-492, which extended the liquidation of encumbrances until June 30, 2015.
- 5) Chapter 26, Statutes of 2013 (AB 92), Section 2, which extended the liquidation date of encumbrances until June 30, 2017.
- 6) This Agreement is further amended pursuant to Chapter 777, Statutes 2012 (AB 1585, Perez), which authorizes the disbursement of disencumbered funds, including but not limited to funds repaid from loans, by January 1, 2016, and authorizes liquidation of these re-awarded encumbrances by January 1, 2018.
- 7) Chapter 23, Statutes of 2016 (SB 826; Leno), Budget Act of 2016, Item 2240-490 states: "(1) Item 2240-101-6069, Budget Act of 2007 (Chs. 171 and 172, Stats. 2007), as reappropriated by Item 2240-492, Budget Act of 2010 (Ch. 712, Stats. 2010), as reappropriated by Section 53565 of the Health and Safety Code, added by Section 2 of Chapter 26, Statutes of 2013, until June 30, 2020."

B. The California State Controller has established an account number, 2240-602-6069, in the accounting system, for accounting purposes, to track expenditures associated with the authority the State Legislature provided to HCD as authorized in Chapter 777, Statutes 2012 (AB 1585, Perez).

C. The California State Controller has established an account number, 2240-101-6069, in the accounting system, for accounting purposes, to track expenditures associated with the authority the State Legislature provided to HCD as authorized in Chapter 171, Budget Act of 2007.

D. Specifications

- 1) HCD shall make available to CPCFA sixty million dollars (\$60,000,000.00) from Item 2240-101-6069 of Section 2.00, Budget Act of 2007, which shall be available for liquidation of encumbrances until June 30, 2020. Any funds,

EXHIBIT A

including interest earned, not obligated or encumbered by June 30, 2017 shall revert to HCD.

- 2) CPCFA will deposit any requested funds from HCD into a separate sub-account of the continuously appropriated Pollution Control Financing Authority Fund (fund number 0930).
- 3) Pursuant to Section 53545.14 of the Health & Safety Code, CPCFA, in consultation with HCD, shall develop a program to use these funds to administer loans or grants under the California Recycle Underutilized Sites (CALReUSE) program established under Article 9 (commencing with Section 8090) of Division 11 of Title 4 of the California Code Regulations, for the purpose of Brownfield cleanup that promotes infill residential and mixed-used development, consistent with the regional and local land use plans.
- 4) HCD may retain up to \$200,000.00 of the \$60,000,000.00 available, to cover HCD's statewide administrative costs, including costs related to reporting to the State Controller's Office and State Treasurer's Office, and according to generally accepted accounting principles, for the life of the bond authority.

E. Deliverables

- 1) At the end of June and December of each year covering the duration of this agreement, starting with June 30, 2008, CPCFA shall provide HCD a semi-annual report that contains at least the following information regarding the expenditure of funds from the CALReUSE Program: total available funds (not including portions allocated to overhead), number of NOFAs (Notice of Funds Available) released to date, number of applications received, dollar amounts of applications received, number of awards made, total dollar amount of awards, estimated funds remaining, activity/comments (brownfield remediation), and funds leveraged.
- 2) For each fiscal year covering the duration of the program, CPCFA shall include within its report to the Legislature, pursuant to Section 44525.7, information on its activities relating to the program. At a minimum, the report shall include a summary of the projects that received loans or grants pursuant to this section for each fiscal year loans or grants are awarded. The report shall include the description, location and estimation of completion for each recipient project. Upon HCD request, the CPCFA shall provide a copy of the annual report to HCD.
- 3) CPCFA shall include corresponding report and program information on CPCFA's website and shall also feature a web link(s) to HCD's Infill Program website.

F. Timelines, Progress Reports

After execution of this Agreement, CPCFA shall submit a request to HCD for monies as specified in Exhibit B. HCD shall take all actions necessary and appropriate to affect the request within fifteen days.

EXHIBIT A

2. The Project Representatives during the term of this Agreement will be:

	<u>Department</u>	<u>Contractor</u>
Name:	Mark Loden	Jason Bradley
Phone:	(916) 263-4213	(916) 653-3376
Fax:	(916) 263-6917	
Email:	mark.loden@hcd.ca.gov	Jason.Bradley@treasurer.ca.gov

Direct all inquiries to:

	<u>Department</u>	<u>Contractor</u>
Attention:	Mark Loden	Jason Bradley
	Administration and Management Division	CPCFA / CalReuse
Address:	2020 West El Camino Avenue, Room 330	915 Capitol Mall, Room 457
	Sacramento, CA 95833	Sacramento, CA 95814
Phone:	(916) 263-4213	(916) 653-3376
Email:	mark.loden@hcd.ca.gov	jason.bradley@treasurer.ca.gov

3. **Effective Date and Term**

This Agreement is effective upon approval by HCD. The termination date of this Agreement is June 30, 2020. No services shall be provided before approval by HCD, or after the termination date.



Exhibit B
Attachment I

CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY

915 Capitol Mall, Room 457
Sacramento, CA 95814
p (916) 654-5610
f (916) 657-4821
cpcf@treasurer.ca.gov
www.treasurer.ca.gov/cpcf

MEMBERS

JOHN CHIANG, CHAIRMAN
State Treasurer

BETTY YEE
State Controller

MICHAEL COHEN
Director of Finance

EXECUTIVE DIRECTOR
Reneé Webster-Hawkins

[Month, Day and Year]

To: Mark Loden
Department of Housing and Community Development
2020 W. El Camino Avenue, Suite 330
Sacramento, California 95833

From: Reneé Webster-Hawkins
Executive Director, California Pollution Control Financing Authority
915 Capitol Mall, Room 457
Sacramento, California 95814

Re: Prop 1C Funding Request for CALReUSE
[Month Year]

In accordance with Interagency Agreement 07-1-016, Am. 3 between the Department of Housing and Community Development and the California Pollution Control Financing Authority, please initiate a transfer of **[\$Amount]** into account **0930001 0974 1979 501**.

The funds are broken down into the following allocations:

Amount	Statutory Authorization	Liquidation Date of Encumbrance
[\$Amount]	Chapter 26, Statutes of 2013 (AB 92), Section 2	June 30, 2020
[\$Amount]	Chapter 777, Statutes 2012 (AB 1585)	January 1, 2018

CPCFA requests that HCD work with the SCO to have the **[\$Amount]** transferred into CPCFA's account no later than **[Month, Day, and Year]**.

If you have any questions please contact [Program Manager Name], CALReUSE Program Manager, at [Program Manager Phone Number] or [Program Manager e-mail].

Thank you.

ATTACHMENT 5

CONTRACTOR'S COPY

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 6/03)

STO# R14-07

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 6 Pages

AGREEMENT NUMBER 07-1-016	AMENDMENT NUMBER 4
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
 CONTRACTOR'S NAME
California Pollution Control Financing Authority (CPCFA)
2. The term of this Agreement is February 8, 2008 through June 30, 2020
3. The maximum amount of this Agreement after this amendment is: **\$60,000,000.00 - (Am. 4 increased the contract amount by \$0.00)**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 - A. Exhibit A, Scope of Work, is hereby deleted in its entirety and replaced with a new Exhibit A, Scope of Work, (Rev. 05/18), attached hereto and made a part hereof.
 - B. Exhibit B, Budget Detail and Payment Provisions, is hereby deleted in its entirety and replaced with a new Exhibit B, Budget Detail and Payment Provisions, (Rev. 05/18), attached hereto and made a part hereof.
 - C. Exhibit B, Attachment 1, is hereby deleted in its entirety and replaced with a new Exhibit B, Attachment 1, (Rev. 05/18), attached hereto and made a part hereof.

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only <div style="color: red; font-size: 1.2em; font-weight: bold;">JUN 28 2018</div>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) California Pollution Control Financing Authority (CPCFA)		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 6/26/2018	
PRINTED NAME AND TITLE OF PERSON SIGNING Renee Webster-Hawkins, Executive Director		
ADDRESS 801 Capitol Mall, 2nd Floor Sacramento, CA 95814		
STATE OF CALIFORNIA		<input checked="" type="checkbox"/> Exempt per: Health and Safety Code 51050
AGENCY NAME Department of Housing and Community Development		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 6/28/18	
PRINTED NAME AND TITLE OF PERSON SIGNING Synthia Rhinehart, Contracts Office Manager Business and Contract Services Branch		
ADDRESS 2020 West El Camino Avenue, Suite 330 Sacramento, CA 95833		

EXHIBIT A

SCOPE OF WORK

1. Specifications and Detailed Description of Work

A. Authority

This Interagency Agreement (Agreement) is being executed between the California Pollution Control Financing Authority (CPCFA) and the Department of Housing and Community Development (HCD), and further amended, pursuant to:

- 1) Chapter 27, Statutes of 2006 (SB 1689).
- 2) Chapter 171, Budget Act of 2007, Section 2.00, Item number 2240-101-6069.
- 3) Chapter 179, Statutes of 2007 (SB 86), Sections 29 and 39, which authorized \$60 million for CALReUSE.
- 4) Chapter 712, Budget Act of 2010 (SB 870), Item 2240-492, which extended the liquidation of encumbrances until June 30, 2015.
- 5) Chapter 26, Statutes of 2013 (AB 92), Section 2, which extended the liquidation date of encumbrances until June 30, 2017.
- 6) This Agreement is further amended pursuant to Chapter 777, Statutes 2012 (AB 1585, Perez), which authorizes the disbursement of disencumbered funds, including but not limited to funds repaid from loans, by January 1, 2016, and authorizes liquidation of these re-awarded encumbrances by January 1, 2018.
- 7) Chapter 23, Statutes of 2016 (SB 826, Leno), Budget Act of 2016, Item 2240-490 states: "(1) Item 2240-101-6069, Budget Act of 2007 (Chs. 171 and 172, Stats. 2007), as reappropriated by Item 2240-492, Budget Act of 2010 (Ch. 712, Stats. 2010), as reappropriated by Section 53565 of the Health and Safety Code, added by Section 2 of Chapter 26, Statutes of 2013, until June 30, 2020."
- 8) Chapter 14, Statutes of 2017, (AB 97, Ting), Budget Act of 2017, Section 2.00, Item number 2240-101-6069.

B. The California State Controller has established an account number, 2240-602-6069, in the accounting system, for accounting purposes, to track expenditures associated with the authority the State Legislature provided to HCD as authorized in Chapter 777, Statutes 2012 (AB 1585, Perez).

C. The California State Controller has established an account number, 2240-101-6069, in the accounting system, for accounting purposes, to track expenditures associated with the authority the State Legislature provided to HCD as authorized in Chapter 171, Budget Act of 2007.

EXHIBIT A

D. Specifications

- 1) HCD shall make available to CPCFA sixty million dollars (\$60,000,000.00) from Item 2240-101-6069 of Section 2.00, Budget Act of 2007, which shall be available for liquidation of encumbrances until June 30, 2020. Any funds, including interest earned, not obligated or encumbered by June 30, 2017 shall revert to HCD.
- 2) CPCFA will deposit any requested funds from HCD into a separate sub-account of the continuously appropriated Pollution Control Financing Authority Fund (fund number 0930).
- 3) Pursuant to Section 53545.14 of the Health & Safety Code, CPCFA, in consultation with HCD, shall develop a program to use these funds to administer loans or grants under the California Recycle Underutilized Sites (CALReUSE) program established under Article 9 (commencing with Section 8090) of Division 11 of Title 4 of the California Code Regulations, for the purpose of Brownfield cleanup that promotes infill residential and mixed-used development, consistent with the regional and local land use plans.
- 4) HCD may retain up to \$200,000.00 of the \$60,000,000.00 available, to cover HCD's statewide administrative costs, including costs related to reporting to the State Controller's Office and State Treasurer's Office, and according to generally accepted accounting principles, for the life of the bond authority.
- 5) Even though Budget Act of 2017 has a liquidation date of June 30, 2022 the contract termination date is not extended. A final invoice must be submitted no later than May 1, 2020 so it can be processed and paid before the termination date of the contract, June 30, 2020.

E. Deliverables

- 1) At the end of June and December of each year covering the duration of this agreement, starting with June 30, 2008, CPCFA shall provide HCD a semi-annual report that contains at least the following information regarding the expenditure of funds from the CALReUSE Program: total available funds (not including portions allocated to overhead), number of NOFAs (Notice of Funds Available) released to date, number of applications received, dollar amounts of applications received, number of awards made, total dollar amount of awards, estimated funds remaining, activity/comments (brownfield remediation), and funds leveraged.
- 2) For each fiscal year covering the duration of the program, CPCFA shall include within its report to the Legislature, pursuant to Section 44525.7, information on its activities relating to the program. At a minimum, the report shall include a summary of the projects that received loans or grants pursuant to this section for each fiscal year loans or grants are awarded. The report shall include the description, location and estimation of completion for each recipient project. Upon HCD request, the CPCFA shall provide a copy of the annual report to HCD.

EXHIBIT A

- 3) CPCFA shall include corresponding report and program information on CPCFA's website and shall also feature a web link(s) to HCD's Infill Program website.

F. Timelines, Progress Reports

After execution of this Agreement, CPCFA shall submit a request to HCD for monies as specified in Exhibit B. HCD shall take all actions necessary and appropriate to affect the request within fifteen days.

2. The Project Representatives during the term of this Agreement will be:

	<u>Department</u>	<u>Contractor</u>
Name:	Mark Loden	Jason Bradley
Phone:	(916) 263-4213	(916) 653-3376
Fax:	(916) 263-6917	
Email:	mark.loden@hcd.ca.gov	Jason.Bradley@treasurer.ca.gov

Direct all inquiries to:

	<u>Department</u>	<u>Contractor</u>
Attention:	Mark Loden Administration and Management Division	Jason Bradley CPCFA / CalReuse
Address:	2020 West El Camino Avenue, Room 330 Sacramento, CA 95833	Office Location: 801 Capitol Mall, 2nd Floor, Sacramento, CA 95814 Mailing Address: P.O. Box 942809 Sacramento, CA 94209
Phone:	(916) 263-4213	(916) 653-3376
Email:	mark.loden@hcd.ca.gov	jason.bradley@treasurer.ca.gov

3. **Effective Date and Term**

This Agreement is effective upon approval by HCD. The termination date of this Agreement is June 30, 2020. No services shall be provided before approval by HCD, or after the termination date.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Agreement Amount

The total amount of this Agreement shall not exceed \$60,000,000.00.

2. Budget Breakdown

<u>Description</u>	<u>Explanation</u>	<u>Funding</u>
CALReUSE Program Project Costs	Funds allocated to eligible costs of remediation projects.	\$55,000,000
CALReUSE Administrative Costs	Funds allocated to eligible costs incurred by CPCFA to administer the program, including staffing, contractor and other overhead costs.	\$ 5,000,000
Total CALReUSE Program Funds		<u>\$ 60,000,000</u>

3. Invoicing and Payment

- A. The California Pollution Control Financing Authority shall submit funding requests (Exhibit B, Attachment I) on an as needed basis to the Department of Housing and Community Development.
- B. Upon receipt and approval of the funding request, the Department of Housing and Community Development agrees to disburse funds to CPCFA, according to the budget as described in this Exhibit B.
- C. The Department of Housing and Community Development will accept an electronically transmitted funding request.

4. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the Department shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Department shall have the option to either cancel this Agreement with no liability occurring to the Department, or offer an agreement amendment to Contractor to reflect the reduced amount.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

5. Travel and Per Diem Rates

Travel costs shall be included as a part of CPCFA's administration costs according to the budget as described in this Exhibit B.

6. Retention

No retention shall be withheld.

7. Payment Terms

Program funding shall be paid upon request by CPCFA.

8. Conditions For Payment

- A. A request for payment is subject to the Contract Manager's approval.
- B. Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.
- C. No payment will be made for costs identified in CPCFA's funding request that has or will be reimbursed by any other source, including but not limited to a Government Entity contract or subcontract or other procurement Agreement.



EXHIBIT B
ATTACHMENT 1

CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY

Office Location:
801 Capitol Mall, 2nd Floor
Sacramento, CA 95814

Mailing Address:
P.O. Box 942809
Sacramento, CA 95814
p (916) 654-5610
f (916) 657-4821
cpcfa@treasurer.ca.gov
www.treasurer.ca.gov/cpcfa

MEMBERS

JOHN CHIANG, CHAIR
State Treasurer

BETTY T. YEE
State Controller

MICHAEL COHEN
Director of Finance

EXECUTIVE DIRECTOR
Reneé Webster-Hawkins

[Month, Day and Year]

To: Mark Loden
Department of Housing and Community Development
2020 W. El Camino Avenue, Suite 330
Sacramento, California 95833

From: Reneé Webster-Hawkins
Executive Director, California Pollution Control Financing Authority
Office 801 Capitol Mall, 2nd Floor
Location: Sacramento, California 95814
Mailing P.O. Box 942809
Address: Sacramento, CA 94209

Re: Prop 1C Funding Request for CALReUSE
[Month Year]

In accordance with Interagency Agreement 07-1-016, Am. 3 between the Department of Housing and Community Development and the California Pollution Control Financing Authority, please initiate a transfer of **[\$Amount]** into account **0930001 0974 2016 299100**.

The funds are broken down into the following allocations:

Amount	Statutory Authorization	Liquidation Date of Encumbrance
[\$Amount]	Chapter 26, Statutes of 2013 (AB 92), Section 2	June 30, 2020
[\$Amount]	Chapter 777, Statutes 2012 (AB 1585)	June 30, 2020
[\$Amount]	Chapter 14, Statutes 2017 (AB 97)	June 30, 2022

CPCFA requests that HCD work with the SCO to have the **[\$amount]** transferred into CPCFA's account no later than **[Month, Day, and Year]**.

If you have any questions please contact Jason Bradley, CALReUSE Program Manager, at 916-653-3376 or jbradley@treasurer.ca.gov.

Thank you.

ATTACHMENT 6

STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 6 Pages

AGREEMENT NUMBER 07-1-016	AMENDMENT NUMBER 5
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
CONTRACTOR'S NAME
California Pollution Control Financing Authority (CPCFA)
2. The term of this Agreement is **February 8, 2008** through **June 30, 2021**
3. The maximum amount of this Agreement after this amendment is: **\$60,000,000.00 - (Am. 5 increased the contract amount by \$0.00)**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 - A. Std. 213A, item #2, Term of this Agreement is hereby changed from 2/8/2008 through 6/30/2020 to 2/8/2008 through 6/30/2021.
 - B. This amendment adds Gabriela Gabourel as HCD's project representative and adds Patricia Crowson as CPCFA representative.
 - C. Exhibit A, Scope of Work, is hereby deleted in its entirety and replaced with a new Exhibit A, Scope of Work, (Rev. 04/20), attached hereto and made a part hereof.
 - D. Exhibit B, Budget Detail and Payment Provisions, is hereby deleted in its entirety and replaced with a new Exhibit B, Budget Detail and Payment Provisions, (Rev.04/20), attached hereto and made a part hereof.
 - E. Exhibit B, Attachment 1, is hereby deleted in its entirety and replaced with a new Exhibit B, Attachment 1, (Rev. 05/18), attached hereto and made a part hereof.
 - F. Exhibit C is hereby deleted from (Amendment 1) -State of California General Terms and Conditions (GTC-610)
 - G. This amendment adds Exhibit C Interagency Terms and Conditions www.dgs.ca.gov. (GIA-610)

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
<small>CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)</small> California Pollution Control Financing Authority (CPCFA)		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Janae R. Davis, Executive Director		
<small>ADDRESS</small> 801 Capitol Mall, 2nd Floor Sacramento, CA 95814		
STATE OF CALIFORNIA		
<small>AGENCY NAME</small> Department of Housing and Community Development		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Victor Baker, Contracts Office Manager Business and Contract Services Branch		
<small>ADDRESS</small> 2020 West El Camino Avenue, Suite 330 Sacramento, CA 95833		

Exempt per: Health and Safety Code 51050

EXHIBIT A

SCOPE OF WORK

1. Specifications and Detailed Description of Work

A. Authority

This Interagency Agreement (Agreement) is being executed between the California Pollution Control Financing Authority (CPCFA) and the Department of Housing and Community Development (HCD), and is governed by the following laws:

- 1) Chapter 27, Statutes of 2006 (SB 1689).
- 2) Chapter 171, Budget Act of 2007, Section 2.00, Item number 2240-101-6069.
- 3) Chapter 179, Statutes of 2007 (SB 86), Sections 29 and 39, which authorized \$60 million for CALReUSE.
- 4) Chapter 712, Budget Act of 2010 (SB 870), Item 2240-492, which extended the liquidation of encumbrances until June 30, 2015.
- 5) Chapter 26, Statutes of 2013 (AB 92), Section 2, which extended the liquidation date of encumbrances until June 30, 2017.
- 6) Chapter 777, Statutes 2012 (AB 1585, Perez), which authorizes the disbursement of disencumbered funds, including but not limited to funds repaid from loans, by January 1, 2016, and authorizes liquidation of these re-awarded encumbrances by January 1, 2018.
- 7) Chapter 23, Statutes of 2016 (SB 826, Leno), Budget Act of 2016, Item 2240-490 states: "(1) Item 2240-101-6069, Budget Act of 2007 (Chs. 171 and 172, Stats. 2007), as reappropriated by Item 2240-492, Budget Act of 2010 (Ch. 712, Stats. 2010), as reappropriated by Section 53565 of the Health and Safety Code, added by Section 2 of Chapter 26, Statutes of 2013, until June 30, 2020."
- 8) Chapter 14, Statutes of 2017, (AB 97, Ting), Budget Act of 2017, Section 2.00, Item number 2240-101-6069.

B. The California State Controller has established an account number, 2240-602-6069, in the accounting system, for accounting purposes, to track expenditures associated with the authority the State Legislature provided to HCD as authorized in Chapter 777, Statutes 2012 (AB 1585, Perez).

C. The California State Controller has established an account number, 2240-101-6069, in the accounting system, for accounting purposes, to track expenditures associated with the authority the State Legislature provided to HCD as authorized in Chapter 171, Budget Act of 2007.

EXHIBIT A

D. Specifications

- 1) HCD shall make available to CPCFA sixty million dollars (\$60,000,000.00) from Item 2240-101-6069 of Section 2.00, Budget Act of 2007, which shall be available for liquidation of encumbrances until June 30, 2021. Any funds, including interest earned, not obligated or encumbered by June 30, 2021 shall revert to HCD.
- 2) CPCFA will deposit any funds requested from HCD into a separate sub-account of the continuously appropriated Pollution Control Financing Authority Fund (fund number 0930).
- 3) Pursuant to Section 53545.14 of the Health & Safety Code, CPCFA, in consultation with HCD, shall develop a program to use these funds to administer loans or grants under the California Recycle Underutilized Sites (CALReUSE) program established under Article 9 (commencing with Section 8090) of Division 11 of Title 4 of the California Code Regulations, for the purpose of Brownfield cleanup that promotes infill residential and mixed-used development, consistent with the regional and local land use plans.
- 4) HCD may retain up to \$200,000.00 of the \$60,000,000.00 available, to cover HCD's statewide administrative costs, including costs related to reporting to the State Controller's Office and State Treasurer's Office, and according to generally accepted accounting principles, for the life of the bond authority.
- 5) Even though Budget Act of 2017 has a liquidation date of June 30, 2022 the contract termination date is extended until June 30, 2021. A final invoice must be submitted no later than May 1, 2021 so it can be processed and paid before the termination date of the contract, June 30, 2021.

E. Deliverables

- 1) At the end of June and December of each year covering the duration of this agreement, starting with June 30, 2008, CPCFA shall provide HCD a semi-annual report that contains at least the following information regarding the expenditure of funds from the CALReUSE Program: total available funds (not including portions allocated to overhead), number of NOFAs (Notice of Funds Available) released to date, number of applications received, dollar amounts of applications received, number of awards made, total dollar amount of awards, estimated funds remaining, activity/comments (brownfield remediation), and funds leveraged.
- 2) For each fiscal year covering the duration of the program, CPCFA shall include within its report to the Legislature, pursuant to Health & Safety Code Section 44525.7, information on its activities relating to the CALReUSE program. At a minimum, the report shall include a summary of the projects that received loans or grants for each fiscal year loans or grants are awarded. The report shall include the description, location and estimated completion date for each recipient project. Upon HCD's request, CPCFA shall provide a copy of the annual report to HCD.

EXHIBIT A

- 3) CPCFA shall include corresponding report and program information on CPCFA's website and shall also feature a web link(s) to HCD's Infill Program website.

F. Timelines, Progress Reports

After execution of this Agreement, CPCFA shall submit a request to HCD for monies as specified in Exhibit B. HCD shall take all actions necessary and appropriate to respond to the request within fifteen days.

- 2. The Project Representatives during the term of this Agreement are:

	<u>Department</u>	<u>Contractor</u>
Name:	Gabriela Gabourel	Jason Bradley
Phone:	(916) 263-4213	(916) 653-3376
Fax:		
Email:	gabriela.gabourel@hcd.ca.gov	Jason.Bradley@treasurer.ca.gov

Direct all inquiries to:

	<u>Department</u>	<u>Contractor</u>
Attention:	Gabriela Gabourel Administration and Management Division	Jason Bradley CPCFA / CalReuse
Address:	2020 West El Camino Avenue, Room 330 Sacramento, CA 95833	Office Location: 801 Capitol Mall, 2nd Floor, Sacramento, CA 95814 Mailing Address: P.O. Box 942809 Sacramento, CA 94209
Phone:	(916) 263-4213	(916) 653-3376
Email:	gabriela.gabourel@hcd.ca.gov	jason.bradley@treasurer.ca.gov

3. Effective Date and Term

This Agreement is effective upon approval by HCD. The termination date of this Agreement is June 30, 2021. No services shall be provided before approval by HCD, or after the termination date.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Agreement Amount

The total amount of this Agreement shall not exceed \$60,000,000.

2. Budget Breakdown

Description	Explanation	Funding
CALReUSE Program Project Costs	Funds allocated to eligible costs of remediation projects.	\$55,000,000
CALReUSE Administrative Costs	Funds allocated to eligible costs incurred by CPCFA to administer the program, including staffing, contractor and other overhead costs.	\$ 5,000,000
Total CALReUSE Program Funds		\$ 60,000,000

3. Invoicing and Payment

- A. The California Pollution Control Financing Authority shall submit funding requests (Exhibit B, Attachment I) on an as needed basis to the Department of Housing and Community Development.
- B. Upon receipt and approval of the funding request, the Department of Housing and Community Development agrees to disburse funds to CPCFA, according to the budget as described in this Exhibit B.
- C. The Department of Housing and Community Development will accept an electronically transmitted funding request.

4. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the Department shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Department shall have the option to either cancel this Agreement with no liability occurring to the Department, or offer an agreement amendment to Contractor to reflect the reduced amount.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

5. Travel and Per Diem Rates

Travel costs shall be included as a part of CPCFA's administrative costs according to the budget as described in this Exhibit B.

6. Retention

No retention shall be withheld.

7. Payment Terms

Program funding shall be paid upon request by CPCFA.

8. Conditions For Payment

A. A request for payment is subject to approval from HCD's project representative.

B. Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.

C. No payment will be made for costs identified in CPCFA's funding request that has or will be reimbursed by any other source, including but not limited to a government entity contract or subcontract or other procurement agreement.



EXHIBIT B

ATTACHMENT 1

CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY

Office Location:
801 Capitol Mall, 2nd Floor
Sacramento, CA 95814

Mailing Address:
P.O. Box 942809
Sacramento, CA 95814
p (916) 654-5610
f (916) 657-4821
cpcf@treasurer.ca.gov
www.treasurer.ca.gov/cpcf

MEMBERS

JOHN CHIANG, CHAIR
State Treasurer

BETTY T. YEE
State Controller

MICHAEL COHEN
Director of Finance

EXECUTIVE DIRECTOR
Renée Webster-Hawkins

[Month, Day and Year]

To: Gabriela Gabourel
Department of Housing and Community Development
2020 W. El Camino Avenue, Suite 330
Sacramento, California 95833

From: Janae R. Davis, Deputy Executive Director
Executive Director, California Pollution Control Financing Authority
Office 801 Capitol Mall, 2nd Floor
Location: Sacramento, California 95814
Mailing P.O. Box 942809
Address: Sacramento, CA 94209

Re: Prop 1C Funding Request for CALReUSE
[Month Year]

In accordance with Interagency Agreement 07-1-016, Am. 5 between the Department of Housing and Community Development and the California Pollution Control Financing Authority, please initiate a transfer of **[\$Amount]** into account **0930001 0974 2016 299100**.

The funds are broken down into the following allocations:

Amount	Statutory Authorization	Liquidation Date of Encumbrance
[\$Amount]	Chapter 26, Statutes of 2013 (AB 92), Section 2	June 30, 2020
[\$Amount]	Chapter 777, Statutes 2012 (AB 1585)	June 30, 2020
[\$Amount]	Chapter 14, Statutes 2017 (AB 97)	June 30, 2022

CPCFA requests that HCD work with the SCO to have the **[\$amount]** transferred into CPCFA's account no later than **[Month, Day, and Year]**.

If you have any questions please contact Patricia Crowson, CALReUSE Program Manager, at 916-654-5821 or patricia.crowson@treasurer.ca.gov.

Thank you.