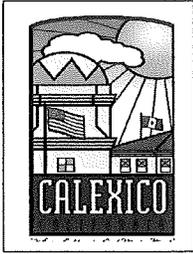


**AGENDA
ITEM**

14



AGENDA STAFF REPORT

DATE: March 20, 2019

TO: Mayor and City Council

APPROVED BY: David B. Dale, City Manager *DM*

PREPARED BY: David B. Dale, City Manager

SUBJECT: Authorize City Manager to Sign an Addendum to the Wellness Park Grant Agreement Dated November 19, 2015

=====

Recommendation:

Authorize City Manager to sign an Addendum to the Wellness Park Grant Agreement dated November 19, 2015.

Background:

On November 19, 2015 the City entered into an agreement with the Heffernan Memorial Healthcare District (District) to maintain certain exercise equipment that was provided and installed by the District at three parks – Nosotros Park, Crummet Park and Cordova Park. The grant for the equipment was in the amount of \$100,000.00. The city agreed to maintain the equipment and insure that the equipment is safe and in a useable condition.

Discussion & Analysis:

The District wishes to add two city parks to the agreement – Heber Park and Kennedy Gardens Park. Additional equipment is possible at other city parks in the future.

Fiscal Impact:

\$5,000.00 to the General Fund (estimated).

Coordinated With:

Heffernan Memorial Healthcare District

Attachment(s):

1. Addendum to Wellness Park Grant Agreement.
2. Wellness Park Grant Agreement dated November 19, 2015.



**ADDENDUM TO
WELLNESS PARK GRANT AGREEMENT
DATED NOVEMBER 19, 2015**

This Wellness Park Grant addendum dated February ____ 2019, is entered into by the Heffernan Memorial Healthcare District (Heffernan), a California health care district organized and operating pursuant to California Health and Safety Code section 32000 et. seq. and the City of Calexico (Recipient or City), a California general law city, effective upon execution by Heffernan and the City.

Heffernan and the City desire to amend their November 19, 2015 Wellness Park Grant Agreement through this Addendum as follows:

1. Heffernan and the City agree to add and include two additional City Parks to the Grant Agreement. Heffernan will provide wellness equipment to two (2) additional City Parks. City agrees to receive, place and maintain the wellness equipment at two additional City parks.
2. Heffernan and the City agree that the Heffernan wellness equipment will be placed at Heber Park and Kennedy Gardens Park within the City of Calexico.
3. Heffernan and the City agree that the City will maintain and keep the wellness equipment in a safe and proper condition at the two new park sites.
4. Heffernan and the City wish and desire to place additional wellness equipment in other City parks to be designated at a future date. Heffernan will provide the wellness equipment to these future designated wellness parks. City agrees to receive, place and maintain the wellness equipment at the City parks once these parks are designated, selected and equipped by Heffernan.

Alan S. Alvarez
2-06-2019

Except as modified by this Addendum, Heffernan and the City agree that all of the terms and conditions of the November 19, 2015 Wellness Park Grant Agreement will remain in full force and effect.

Heffernan and the City hereby duly affixed their signatures on this 6 of February, 2019.

Heffernan Memorial Healthcare District



Gloria Romo, President
Of the Board of Directors

Date: 02-06-2019

The City of Calexico

Lewis Pacheco
Mayor of the City of Calexico

Date: _____

WELLNESS PARK
GRANT AGREEMENT

NOVEMBER 19, 2015

This Agreement is entered into by the **Heffernan Memorial Healthcare District** ("DISTRICT"), a California health care district organized and operating pursuant to Health and Safety Code section 32000 et seq., and the **City of Calexico** ("RECIPIENT"), a California general law city and is effective upon execution by the parties.

1. **Grant Purpose and Use**

The purpose of the Grant is to provide Life Trail Advance Wellness Standard System equipment for use in three City of Calexico parks. The City parks will be designated Heffernan Memorial Healthcare District Wellness Parks.

The Wellness Parks are the District's and City's commitment to health promotion and community collaboration and partnerships designed to improve the health and quality of life for all District and City residents. The use of the Wellness Parks will encourage fitness and disease prevention by residents. The Wellness Parks will offer walking/jogging paths with drinking fountains and benches at regular intervals and five exercise/fitness stations at each Wellness Park.

The District will grant three Life Trail Advance Wellness Standard System equipment for use at the City of Calexico's Nosotros Park, Crummet Park and Cordova Park. The grant for this equipment will be in the amount of \$100,000.00. The District will purchase the equipment and provide the equipment to the City for installation at the three designated parks.

The City will maintain the equipment at each park to insure that it is in a safe and useable condition.

The District will also contribute \$30,000.00 to the City of Calexico for the refurbishing of the walking/jogging track at the City's Nosotros Park. The City will be responsible for the installation/refurbishing of the track.

The City agrees to provide adequate signage at each Wellness Park designating the Park as a Heffernan Memorial Healthcare District Wellness Park in a form and manner that is acceptable to the District.

2. **Term of Agreement**

The term of this agreement is from November 19, 2015, through June 30, 2025, subject however, to earlier termination as provided herein.

3. **Legal Responsibility/Liability**

In authorizing execution of this agreement, the governing body of RECIPIENT accepts legal responsibility to ensure that the funds provided by DISTRICT are allocated for the purpose or purposes for which the grant was intended, as outlined in RECIPIENT'S Request for Proposal/Grant Application RECIPIENT agrees to be knowledgeable of the requirements of this agreement and responsible for compliance with its terms. In no event shall DISTRICT be legally responsible or liable for RECIPIENT's performance or failure to perform under the terms of the grant or this agreement.

4. **Reduction of Awarded Funds**

DISTRICT may reduce, suspend, or terminate the payment or amount of the grant if the RECIPIENT is not meeting the objectives of the grant as determined in the sole discretion of DISTRICT. RECIPIENT understands and agrees that RECIPIENT's failure to comply with its obligations under this Agreement, including, without limitation paragraphs 11, 16, and 18 herein, may result in RECIPIENT's disqualification from participation in subsequent grant cycles with the DISTRICT. RECIPIENT hereby expressly waives any and all claims against DISTRICT for damages arising from the termination, suspension, or reduction of the funds provided by DISTRICT.

5. **Other Funding Sources**

RECIPIENT shall make available, as requested by DISTRICT, information regarding other funding sources for the programs or services provided by RECIPIENT.

6. **Amended Program Work Plan**

RECIPIENT shall submit to the DISTRICT with the signed grant agreement, an amended work plan if original grant request is not fully funded.

7. **Fund Use Description**

RECIPIENT shall have available for prospective participants or others, a description detailing the nature of the program or service(s) that are being funded

by DISTRICT. This written program description may be a separate document or incorporated in the overall program materials developed by the RECIPIENT. Upon request, RECIPIENT shall provide a copy of the program or service(s) description to DISTRICT.

8. **Independent Contractor Status**

The relationship between DISTRICT and RECIPIENT, and the agents, employees, and subcontractors of RECIPIENT, in the performance of this agreement shall be one of independent contractors, and no agent, employee, or subcontractor of RECIPIENT shall be deemed an officer, employee, or agent of DISTRICT.

9. **Use of Funds for Lobbying or Political Purposes**

RECIPIENT is prohibited from using funds provided by DISTRICT for any political campaign or to support attempts to influence legislation by any governmental body.

10. **Federal, State, Local Laws, Regulations, and Organizational Documents**

RECIPIENT shall comply with all federal, state, and local laws and regulations, including but not limited to labor laws, occupational and general safety laws, and licensing laws. All licenses, permits, notices, and certificates as are required to be maintained by RECIPIENT shall be in effect throughout the term of this agreement. RECIPIENT shall notify DISTRICT immediately if any required licenses or permits are canceled, suspended, or otherwise ineffective.

11. **Monitoring/Evaluation**

RECIPIENT shall cooperate in efforts undertaken by DISTRICT to evaluate the effectiveness and use of the grant funds. RECIPIENT shall participate in and comply with all on-site evaluation and grant monitoring procedures, including interviews with RECIPIENT's staff. RECIPIENT, at the request of the DISTRICT, shall also provide a written and/or oral status report to DISTRICT in a format provided and schedule defined by DISTRICT.

12. **Changes or Modifications to the Use of DISTRICT Grant Funds**

RECIPIENT shall submit to DISTRICT, in writing, any requests for revisions prior to implementation of any proposed changes in the use of DISTRICT grant funds. The DISTRICT must receive such requests at least thirty (30) days prior to the date that requested changes are to be implemented.

13. **Conflict of Interest/Self-Dealing**

RECIPIENT and RECIPIENT's officers and employees shall not have a financial interest or acquire any financial interest, direct or indirect, in any business entity or source of income that could be financially affected by, or otherwise conflict in any manner or degree with, the performance of services required under this agreement.

14. **Authorization and License to Use Commercial Image In Promotional Materials**

RECIPIENT understands that DISTRICT may wish to utilize RECIPIENT'S name and logo, along with any photographic or video images of RECIPIENT'S premises, operations and activities in promotional materials designed to publicize the DISTRICT'S mission and service to the community served by the DISTRICT. RECIPIENT hereby grants the DISTRICT permission and license to utilize RECIPIENT'S name, logo, and commercial image, along with any photographs, videotape footage, or other graphic illustrations of RECIPIENT'S premises, operations, and activities, as further consideration for receipt of the Grant Funds.

15. **Insurance, Indemnify and Hold Harmless and Attorney's Fees**

RECIPIENT agrees to indemnify, defend, and hold harmless DISTRICT and its

Board of Directors, officers, agents and employees, volunteers, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that may arise for any reason from or during

or be alleged to be caused by the undersigned's use/occupancy of Districts facilities. The undersigned further agrees to provide a Certificate of Insurance for liability coverages, including an Additional Insured Endorsement naming the District.

Insurance. Each Party shall purchase and maintain throughout the term of this Agreement insurance or indemnity protection that is co-equal with its indemnity obligations. This shall include, but not necessarily be limited to (1) commercial general liability insurance (2) personal/commercial automobile liability insurance (including, as appropriate, owned, hired, and borrowed auto coverages), and (3) professional liability/errors and omissions.

The limit of liability for such coverage shall be no less than \$1 million per claim/occurrence, and the other Party and its directors, officers, and employees, to the extent of the owed indemnity obligations, shall be named as "additional insured under such policies and (4) Workers Compensation insurance for all employees and volunteers.

16. **Fiscal/Accounting Principles**

RECIPIENT shall maintain an accounting system that accurately reflects and documents all fiscal transactions for which grant funds are used.

17. **Documentation of Revenues and Expenses**

RECIPIENT shall maintain full and complete documentation of all revenue and expenses (including subcontracted, overhead, and indirect expenses) associated with use of the grant funds covered by this agreement. During the term of this agreement and thereafter, DISTRICT or its authorized representative(s) shall have the right to review all RECIPIENT financial records including records related to the use of the grant funds.

18. **Reports and Record Retention**

All records of RECIPIENT pertaining to the use of grant funds shall be maintained at RECIPIENT's main local office for at least five (5) years following the year in which funds were granted.

19. **Governing Law**

This agreement shall be governed by and construed in accordance with the laws of the State of California.

20. **Assignment or Transfer**

RECIPIENT may not assign or transfer any interest in this agreement or entitlement to grant funds without the written consent of District.

21. **Entire Agreement, Amendment**

This agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements not contained herein. This agreement may only be amended or modified by a writing signed by both parties.

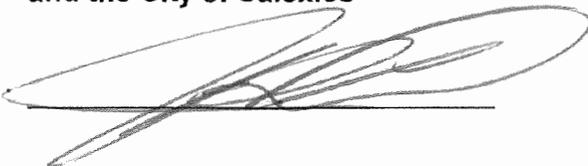
22. **Notices**

Any notice required or permitted thereunder may be given by a party to the other party at the address set forth in the signature block of this agreement. Either party may change its address for purposes of notice by complying with the requirements of this section.

23. **Signatories**

The persons executing this agreement on behalf of the RECIPIENT have been designated by the governing body or fiscal agent of the RECIPIENT as the official signatory of this agreement and all related documents. At least one of these persons is a member of the RECIPIENT's governing board.

24. **Authorized Signatory for the Heffernan Memorial Healthcare District and the City of Calexico**



11/19/2015
Date

Joong S. Kim, Mayor
City of Calexico
608 Heber Avenue
Calexico, CA 92231
760-768-2110



11-19-2015
Date

Sylvia Bernal, President of the Board
Heffernan Memorial Healthcare District
601 Heber Avenue
Calexico, CA 92231
760-357-6522