AGENDA ITEM

12

AGENDA STAFF REPORT

DATE: April 05, 2017

TO: Mayor and City Council

APPROVED BY: Armando G. Villa, City Manager

PREPARED BY: Nick Fenley, Public Works Manager

SUBJECT: Adopt Budget Amendment Resolution for Miguel Cortez Park Rehabilitation Contract No. 14-HRPP-10334.

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Recommendation:

It is recommended that the City Council of the City of Calexico adopt the attached Budget Amendment Resolution for Miguel Cortez Park Rehabilitation Contract No. 14-HRPP-10334.

Background:

On January 13, 2016, the City of Calexico was awarded a grant from Department of Housing and Community Development Housing Related Parks Program in the amount of $230,000.00 for the rehabilitation of Miguel Cortez Park.

Discussion & Analysis:

Public Works staff recommends that the City Council of the City of Calexico adopt the attached Budget Amendment Resolution in order to proceed with the following expenditures:

1. Replace basketball court backboards, goals, lighting and resurface court area.
2. Replace playground equipment.
3. Rehabilitation of restroom facilities.
4. Installation of automated irrigation system.
5. Replacement of picnic shade and tables.

Fiscal Impact:

State Grant $230,000.00

AGENDA ITEM

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Coordinated With:

Department of Housing and Community Development

Attachment(s):

1. Budget Amendment Resolution No. 2017-_____
2. Department of Housing and Community Development Standard Agreement
3. Resolution No. 2015-32

BUDGET AMENDMENT RESOLUTION NO. 2017-___
BUDGET AMENDMENT RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF CALEXICO AUTHORIZING AN AMENDMENT
TO THE FINAL BUDGET FOR FISCAL YEAR 2016-2017

WHEREAS, the Final Budget for Fiscal Year 2016-2017 was adopted by Resolution No. 2016-21 of the City Council on June 30, 2016; and

WHEREAS ,the City Council has authorized the amendment of the Final Budget, in accordance with proper governmental accounting and financial reporting practices; and

NOW THEREFORE, the City Council of the City of Calexico hereby resolves and authorizes the following action(s)

AMENDMENTS TO ADOPTED BUDGET:

1) Record Revenue Estimates(s)

Fund No.	Department	Division	Account	Sub-Account	Amount
412	90	952	43111	000	$ 230,000.00
			Total		$ 230,000.00

2) Record Appropriation(s)

Fund No.	Department	Division	Account	Sub-Account	Amount
412	90	952	56000	000	$ 230,000.00
			Total		$ 230,000.00

3) Record Transfer of Funds:

FROM:

Fund No.	Department	Division	Account	Sub-Account	Amount
			Total		

TO:

Fund No.	Department	Division	Account	Sub-Account	Amount
			Total		

cc: Finance Department
FORM FIN003(Revised 07/2016)

5)Purpose of Budget Amendment:
Revenue and Expenditures for Contract No. 14-HRPP-10334 Rehabilitation of Migeul Cortez Park.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Calexico at the regular meeting this 5th day of April, 2017.

ARMANDO G. REAL, Mayor

ATTEST:

GABRIELA GARCIA, Deputy City Clerk

APPROVED AS TO FORMS;

CARLOS CAMPOS, Interim City Attorney

STATE OF CALIFORNIA)
CITY OF CALEXICO) ss.
COUNTY OF IMPERIAL)

I, Gabriela Garcia, Deputy City Clerk of the City of Calexico, do hereby certify under the penalty of perjury, that the foregoing Resolution No. 2017-__, was duly adopted by the City Council at their regular meeting of said City Council held on the 5th of April, 2017 by the following votes:

AYES:
NOES:
ABSTAIN:
ABSENT:

GABRIELA GARCIA, Deputy City Clerk
City of Calexico

cc: Finance Department
FORM FIN003(Revised 07/2016)

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER
14-HRPP-10334

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

CONTRACTOR'S NAME
City of Calexico

2. The term of this Agreement is: **Upon HCD Approval through 09/30/2017**
3. The maximum amount of this Agreement is: **$230,000.00**
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 - Authority, Purpose and Scope of Work	2
Exhibit B - Budget Detail and Payment Provisions	2
Exhibit C - State of California General Terms and Conditions*	GTC - 610
Exhibit D - HRPP Terms and Conditions	2
Exhibit E - Special Terms and Conditions	0
Exhibit F - Additional Provisions	0

TOTAL NUMBER OF PAGES ATTACHED: 6 pages

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 http://www.documents.dgs.ca.gov/ols/GTC-610.doc

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

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership,etc)
City of Calexico

BY (Authorized Signature)
DATE SIGNED (Do not type)
JAN. 6, 2016

PRINTED NAME AND TITLE OF PERSON SIGNING
Nick Fenley, Acting City Manager

ADDRESS
608 Heber Avenue, Calexico, CA 92231

STATE OF CALIFORNIA

AGENCY NAME
Department of Housing and Community Development

BY (Authorized Signature)
DATE SIGNED (Do not type)
1/13/16

PRINTED NAME AND TITLE OF PERSON SIGNING
Lindy Suggs, Contracts Manager, Business & Contract Services Branch

ADDRESS
2020 W. El Camino Ave, Sacramento, CA 95833

California Department of General Service Use Only

JAN 13 2016

X **Exempt per:SCM 4.04.A.3 (DGS Memo dated 6/12/81)**

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

Housing-Related Parks (HRP) Program Grant

1. Authority

Pursuant to Chapter 8 of Part 2 of Division 31 of the California Health and Safety Code, commencing with Section 50700, as added by Section 1 of Chapter 641 of the Statutes of 2008, the State of California Department of Housing and Community Development (herein referred to as the "State" or the "Department") has established the Housing-Related Parks (HRP) Program (the "Program"). This Standard Agreement (the "Agreement") is entered into under the authority of, and in furtherance of the purposes of, the Program as set forth in Health and Safety Code Section 50701. Pursuant to Health and Safety Code Sections 50702 and 50704.5, the State has issued a Notice of Funding Availability, dated December 10, 2014 (NOFA) and Program guidelines dated November 2014 (the "Guidelines") governing the Program.

2. Purpose

In accordance with the authority cited above, the Contractor has applied to the State for financial assistance (the "Application") in the form of a grant from the Program (the "Grant"). The State has agreed to make the Grant, as a financial incentive based on the issuance of housing starts, for housing units affordable to very low- and low-income households by the Contractor pursuant to the terms of the NOFA, the Guidelines and this Agreement. Based on the representations made by the Contractor in its Application, which is hereby incorporated as if set forth in full, the State shall provide a Grant in the amount shown below for the purpose of paying for capital improvement(s) related to the acquisition, rehabilitation, or construction of a Park and Recreation Facility.

The State and the Contractor have agreed to enter into this Agreement in accordance with the terms and conditions herein, subject to all the provisions of the applicable statutes, the NOFA, the Guidelines and further subject to the State laws and requirements governing State contracts. Capitalized terms herein shall have the meaning of the definitions set forth in the Guidelines.

3. Scope of Work

Rehabilitation of Cortez Park

EXHIBIT A

Grant Timelines

No work performed prior to the effective date of this Agreement or after June 30, 2017, shall be funded. The effective date of this Agreement is the date it is executed by the State, after execution by the Contractor. All funds must be requested from the Department no later than April 30, 2017. For the purpose of this Agreement, no funds may be expended after June 30, 2017. It is the responsibility of the Contractor to monitor the project and timeliness of draws within the specified dates.

4. Grant Amount

The total amount of this Grant is $ 230,000.00.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

HRP Program Grant

1. Allowable Uses of Grant Funds

A. Grant funds shall only be used for projects approved by the State that involve the construction, rehabilitation, and/or acquisition of capital assets as defined by the California Govemment Code, Section 16727(a) that benefit the community within the Contractor's jurisdiction and as further set out in Section 108 of the Guidelines. Capital assets include tangible physical property with an expected useful life of fifteen (15) years or more, equipment with an expected useful life of two (2) years or more, or major maintenance, reconstruction, or demolition for purposes of reconstruction and/or retrofitting work.

B. Incidental expenses shall not be paid by Grant funds unless they are directly related to the construction or acquisition of an eligible capital asset. Such expenses include costs associated with planning, engineering, construction management, environmental impact reports, appraisals, site acquisitions, or necessary easements.

C. Grant funds shall not be expended for the administrative costs of persons directly employed by the Contractor or for other "soft" costs that are not directly related to the construction, rehabilitation or acquisition of capital assets.

2. Performance

Contractor shall take such actions, pay such expenses and do all things necessary to complete the Work specified in Exhibit A in accordance with the schedule for completion set forth therein and within the terms and conditions of this Agreement.

3. Fiscal Administration

A. Term: The effective date of this Agreement is the date upon which it is executed by the State (the date stamped in the lower right portion of the Standard Agreement (Std. 213) through September 30, 2017. All funds must be requested by the Contractor by April 30, 2017 and expended by June 30, 2017. This Agreement shall terminate September 30, 2017.

B. The Contractor shall make any and all request(s) for disbursement no earlier than ninety (90) days from the anticipated need for the funds, using the forms provided by the State. The forms will be made available at http://www.hcd.ca.gov/hpd/hrpp. The Contractor shall expend the funds within 90 days from the date of receipt from the State, or by June 30, 2017, whichever occurs earlier and subsequent supporting documentation shall be submitted to the Department.

C. Failure to expend contract funds in a timely manner may affect future funding.

EXHIBIT B

D. A separate checking account for the Grant funds is not required. However, the Contractor shall deposit Grant funds in an interest bearing checking or savings account, or the State may require the Contractor to deposit all Grant funds into a segregated account in an institution whose deposits are insured by the federal or state government. All interest earned from the deposit of Grant funds shall be used for allowable, Program purposes and accounted for to the State. All funds not expended within 90 days of receipt, or by June 30, 2017, as applicable, shall be returned to the State with accrued interest.

E. The Contractor shall make a good faith effort to minimize the number of disbursement requests to the State by anticipating and requesting in advance the maximum amount of funds that can be expended within the (ninety) 90 day time frame.

F. The Contractor shall inform the State within a reasonable amount of time in the event that expenditures related to an authorized project(s) are less than the total Grant award. The Contractor may expend the balance of Grant funds on additional capital assets projects, upon written State approval. Contractor shall provide the State with a letter of request that describes the additional project(s) to be funded.

G. The Contractor shall immediately inform the State, no later than December 31, 2016, if the Contractor anticipates it will not be able to expend all Grant funds by June 30, 2017.

H. The Contractor is responsible for maintaining records which fully disclose the activities funded by the Grant. Adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to Grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final, absent fraud, mistake or arbitrariness.

I. Any Grant funds remaining unexpended as of June 30, 2017, must be returned to the State with accrued interest. Checks shall be made payable to the Department of Housing and Community Development (HCD) and shall be mailed to the Department at the address below, no later than July 31, 2017.

Department of Housing and Community Development
Accounting Division
2020 W. El Camino Ave.
P.O. Box 952050
Sacramento, California 94252-2050

EXHIBIT D

HRP PROGRAM GENERALTERMS AND CONDITIONS

HRP Program Grant

1. Report Requirements

During the term of this Agreement, the Contractor shall submit the following reports by the deadlines specified, or as otherwise required at the discretion of the State:

A. The Contractor shall submit annual reports to the State thirty (30) days after December 31st of each year ("Annual Report"), during the term of this Agreement for as long as the Contractor has not expended all Grant funds. The Annual Report shall contain (1) the progress the Contractor has made in completing the approved projects partially or wholly funded by the Grant, including a description of the community benefit; (2) the amount of Grant funds drawn down and expended to date by the Contractor; and (3) a description of projects completed. The Contractor shall use the forms provided by the State made available at http:/www.hcd.ca.gov/hpd/hrpp; and,

B. Upon complete expenditure of the Grant funds, the Contractor shall submit a final report in a manner satisfactory to the State ("Final Report"). The Final Report shall be submitted to the State within 60 days of June 30, 2017, the date all funds must be expended. The Final Report shall contain (1) a description of the final capital assets constructed or purchased with the Grant funds; and, (2) the number of certificates of occupancy issued in relation to the number of building permits issued in the program year. The Contractor shall use the forms provided by the State made available at http://www.hcd.ca.gov/hpd/hrpp.

2. State Contract Coordinator

The state contract coordinator of this Agreement for the Department is the HRP Program Manager, Division of Housing Policy Development, or the Manager's designee ("State Contract Coordinator"). Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed first class to the State Contract Coordinator at the following address:

Department of Housing and Community Development
Division of Housing Policy Development
2020 W. El Camino Ave, P.O. Box 95250
Sacramento, California 94252-2050
Attention: HRP Program Manager

3. Audit/Retention and Inspection of Records

Contractor agrees that the Department or its delegatee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Contractor agrees to provide the

EXHIBIT D

Department or its delegatee with any relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the California Public Contract Code Section 10115 et seq., the California Government Code Section 8546.7 and Title 2, California Code of Regulations, Section 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this Agreement. Contractor shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in the California Public Contract Code Section 10115.10.

4. **Special Conditions**

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

5. **Prevailing Wages**

A. Where funds provided through this Agreement are used for construction work, or in support of construction work, Contractor shall ensure that the requirements of Chapter I (commencing with Section 1720) of Part 7 of the California Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

B. For the purpose of this requirement "construction work" includes, but is not limited to rehabilitation, alternation, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract, with the properly licensed building contractor incorporating these requirements (the "construction contractor"). Where the construction contract will be between the Contractor and a licensed building contractor the Contractor shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the Contractor will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body". Prior to any disbursement of funds, including but not limited to release of any final retention payment, the State may require a certification from the awarding body that prevailing wages have been or will be paid.

RESOLUTION NO. 2015-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALEXICO AUTHORIZING THE CITY MANAGER OR HIS/HER DESIGNEE TO EXECUTE A STATE AGREEMENT AND/OR ANY DOCUMENTATION PERTAINING TO HOUSING RELATED PARKS PROGRAM GRANT

WHEREAS, the City of Calexico is eligible to receive State of California, Department of Housing and Community Development (Department) issued a Notice of Funding Availability 2014 (NOFA), under its Housing-Related Parks (HRP) Program; and

WHEREAS, by Resolution No. 2014-88 of the City of Calexico, the City Manager or his/her designee (Applicant) was authorized to apply for a HRP Program Grant and submitted the 2014 Designated Program Year Application Package released by the Department of the HRP Program; and

WHEREAS, the Department is authorized to approve funding allocations for the HRP Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement.

WHEREAS, the Department awarded Applicant an HRP Program Grant in the amount of $230,000.00.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CALEXICO DOES HEREBY RESOLVE, DECLARE, AND DETERMINE AND ORDER AS FOLLOWS:

1. The City Manager or his/her designee is hereby authorized to execute a State of California Standard Agreement (Standard Agreement), for an HRP Program Grant in the amount of $230,000.00, and any and all other documents required or deemed necessary or appropriate to secure the HRP Program Grant from the Department, and all amendments thereto (collectively, the "HRP Grant Documents").

2. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.

3. That the City Manager or his/her designee is/are authorized to execute the HRP Grant Documents as required by the Department for participation in the HRP Program.

PASSED, APPROVED AND ADOPTED this 21nd day of July 2015.

Joong S. Kim, Mayor

Attest:

Gabriela Garcia, Deputy City Clerk

Approved as to Form:

Mark J. Austin, City Attorney

State of California)
County of Imperial) ss.
City of Calexico)

I, Gabriela Garcia, Deputy City Clerk of the City of Calexico do hereby certify the above Resolution No. 2015-32 was approved at a regular City Council meeting held on the 21th day of July 2015, by the following vote to-wit:

AYES:	Kim, Castro, Real, Hurtado, Moreno
NOES:	None
ABSTAIN:	None
ABSENT:	None

Gabriela Garcia, Deputy City Clerk