

A G R E E M E N T

THIS AGREEMENT is made this 6th day of March, 2018, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as the "County", and the CITY OF REEDLEY, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the County has been designated as the sponsoring agency to administer and implement the Community Development Block Grant (CDBG) Program activities for the County, and its participating cities, in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California; and

WHEREAS, CDBG funding has been made available to the County for housing and community development activities; and

WHEREAS, the City has submitted the Reedley City Street Improvements, Phase VIII Project No. 17571 for CDBG funding; and

WHEREAS, the total cost of the Project is estimated at \$775,650 and the City has committed local funds to the Project in the amount of \$533,920 and is in need of \$241,730 in CDBG funding to complete the Project; and

WHEREAS, the County can make available \$241,730 in CDBG funds needed for the Project from the City's 2017-2018 CDBG allocation (\$224,231) and from the City's remaining balance of CDBG funds (\$17,499); and

WHEREAS, the Project is consistent with the objectives of the Fresno County Consolidated Plan, including the annual Action Plan.

NOW THEREFORE, in consideration of their mutual promises as hereinafter set forth, the City and County agree as follows:

I. PROJECT DESCRIPTION, LOCATION AND BUDGET

A. The Project involves the reconstruction of the roadway within the project area. The Project will include the installation or modification of sidewalk, crosswalks, and curb ramps to meet Americans with Disabilities Act (ADA) requirements where non-existent or non-compliant. The Project also includes the replacement of an existing 8-inch asbestos cement water

1 main with a 8-inch PVC water main, sanitary sewer repair, and upsizing storm drain main lines
2 from 24-inch to 30-inch on Dinuba Avenue, and from 18-inch to 24-inch on East Avenue, within
3 the project limits. Existing signs, pavement markings, curb, gutter, sidewalk, and landscape may
4 be modified, replaced, and/or relocated to accommodate the proposed improvements. The Project
5 is located on Dinuba Avenue from the Southern Pacific Railroad to East Avenue and on East
6 Avenue from Dinuba Avenue to Lincoln Avenue in the City of Reedley.

7 B. The Project site is within the City's existing easements or public rights-of-
8 way.

9 C. The work to be funded with CDBG funds is as follows:

10 1. Obtain all necessary permits.
11 2. Perform all necessary design engineering including, but not limited
12 to, surveying; testing; preparation of plans, specifications, and cost estimates; bid documents and
13 a cost or price analysis; review of bids and recommendation for award.

14 3. Prepare and advertise Project bid notices and award construction
15 contracts including, but not limited to, the printing of bid documents; publishing of notices; and
16 preparation of bid summary.

17 4. Perform all construction engineering including, but not limited to,
18 shop drawing review and approval; contract change order preparation; surveying; staking;
19 inspection; soil testing; materials testing; preparation of "as-built" drawings; labor compliance; and
20 contract administration.

21 5. Provide related eligible improvements.

22 D. The Project budget is estimated to be as follows:

23 Construction	\$615,595
24 Design & Construction Engineering	98,496
Contingency, Permits & Misc.	<u>61,559</u>
Total	\$775,650

25
26 E. Notwithstanding the estimates described in the above preliminary Project
27 budget, payments for the Project from CDBG funds will be based on the actual costs and shall not
28 exceed the total amount of \$241,730.

1 F. The proposed funding for the Project will be provided from the following
2 sources:

3	CDBG	\$241,730
4	Local Financial Contribution	<u>533,920</u>
	Total	\$775,650

5 G. Prior to any changes that may occur which would modify the scope of the
6 Project, the City shall submit a written request to the County. The City shall send its written request
7 to:

8 Community Development Grants
9 County of Fresno
10 Department of Public Works and Planning
Community Development Division
2220 Tulare Street, 6th Floor
Fresno, CA 93721

11 If the Director of the County Department of Public Works and Planning determines the modified
12 Project is still eligible under the Federal CDBG regulations, the Director is authorized to permit
13 such modifications. The County shall specify in a letter to the City that any modifications to the
14 scope of the Project are authorized and that the City may proceed.

15 II. OBLIGATIONS OF THE COUNTY

16 A. The County shall provide up to, but not more than, \$241,730 of CDBG funds
17 to the City for the Project. All funds shall be paid to the City in accordance with Section V-A of this
18 Agreement.

19 B. The County shall review, within thirty (30) calendar days of receipt from the
20 City, the engineer selection process description and summary of the analysis as prepared by the
21 City to verify that a competitive process was conducted in accordance with U.S. Department of
22 Housing and Urban Development (HUD) procurement standards. The County shall specify in a
23 letter to the City that these conditions have been met and that the engineering contract can be
24 awarded.

25 C. The County shall review, within thirty (30) calendar days of receipt from the
26 City, the design plans and specifications for the Project as prepared by the City for compliance
27 with Federal regulations, and the total Project cost estimate to ensure sufficient funds are available
28 to complete the Project. The County shall specify in a letter to the City that these conditions have

1 been met and that the Project can be advertised.

2 D. The County shall also review, within twenty one (21) calendar days of receipt
3 from the City, the name of the low bidder and cost or price analysis of the low bid proposal prepared
4 by the City to determine whether the contractor will be reasonably compensated in accordance
5 with Federal requirements, and to verify the contractor is bonded and has not been disbarred or
6 suspended from participating in Federal projects. The County shall specify in a letter to the City
7 that the conditions of this Section have been met and that the contract can be awarded.

8 E. The County shall attend the pre-construction meeting between the City and
9 the contractor to discuss labor compliance requirements for the Project, Project monitoring, and to
10 inform the City and contractor that the County will conduct field reviews to ensure labor compliance
11 and other conditions of the construction contract are being met.

12 F. The County shall conduct periodic inspections of the Project, as may be
13 required, to ensure that the intended use and group of beneficiaries of the Project have not
14 changed. Upon completion of the Project, but prior to the City's acceptance of the Project, the
15 County shall conduct a final inspection of the Project. The County shall specify in a letter to the
16 City that the conditions of this Section have been met.

17 III. OBLIGATIONS OF THE CITY

18 A. The City shall provide any and all sums of money in excess of \$241,730 that
19 may be necessary to complete the Project. For the purposes of awarding the construction of the
20 Project within the Agreement amount, the bid documents should include any proposed additive or
21 deduct alternatives.

22 B. The City shall perform, or cause to be performed, all engineering work
23 required for the Project.

24 C. In selecting an engineer to perform any engineering work required for the
25 Project, the City shall go through a competitive process in accordance with County Policy and HUD
26 procurement standards. Prior to selection of the engineer, the City shall prepare a written
27 description of the process, perform a cost or price analysis, and submit the process description
28 and summary of the analysis to the County Community Development Division for review. The City

1 shall obtain a letter from the County specifying that the conditions of this Section have been met.

2 D. The City shall specify in agreements with its consultants that all engineering
3 work funded with CDBG funds shall become the property of the City upon payment by the City for
4 the cost of such engineering work.

5 E. The City shall furnish evidence that it has free and clear title to all parcels of
6 land on which Project improvements will be located, with any liens or encumbrances noted, and/or
7 that it has obtained or can obtain all necessary easements, rights-of-way, licenses, permits and
8 State and local approvals required for the completion of the Project.

9 F. Upon completion of the design engineering, the City shall submit the plans
10 and specifications to the County Community Development Division. The County will ensure
11 Federal CDBG requirements have been adhered to and review cost estimates to ensure sufficient
12 funds are available. The City shall obtain a letter from the County specifying these conditions have
13 been met and that the City is approved to advertise for bids to construct the Project.

14 G. The City shall advertise for bids and shall award the construction contract to
15 the lowest responsible bidder. At least ten (10) calendar days prior to the bid opening, the City
16 shall notify the County of the date, time, and location of the bid opening.

17 H. Within seven (7) calendar days following the bid opening, the City shall
18 furnish the County Community Development Division with the name of the low bidder and cost or
19 price analysis of the low bid proposal prepared by the City so that the County can verify with the
20 Labor Relations and Equal Opportunity Division of the HUD Area Office that the low bidder is
21 bonded and has not been debarred or suspended from participating in Federal projects, and that
22 the contractor will be reasonably compensated in accordance with Federal requirements. The City
23 shall obtain a letter from the County specifying these conditions have been met and that the City
24 is approved to award the Project for construction.

25 I. The City shall conduct a pre-construction meeting with the contractor and
26 shall notify the County Community Development Division at least ten (10) calendar days prior to
27 the meeting so a representative of the County can be in attendance to discuss CDBG labor
28 compliance requirements for the Project.

1 J. Prior to the construction start date, the City shall give written notice thereof
2 to the County Community Development Division.

3 K. All proposed construction contract change orders shall not proceed until
4 prior written approval has been given by the County. Request for approval of a change order(s)
5 shall include a narrative description of the work, a cost or price analysis in accordance with HUD
6 requirements, a map depicting the location of the work addressed with the requested change order,
7 and a written certification from the City that the approval of the change order is consistent with the
8 final construction cost estimate approved by the County. In addition, the City shall certify that the
9 change order is within the scope of the Project and is necessary to complete the Project.

10 L. The City shall send its written description of the engineer selection process,
11 cost or price analyses, design plans, specifications, name of low bidder and low bid proposal,
12 public notices, and all written correspondence to:

13
14 Community Development Grants
County of Fresno
Department of Public Works and Planning
15 Community Development Division
2220 Tulare Street, 6th Floor
16 Fresno, CA 93721

17 M. The City shall comply with the mitigation measures, conditions and notes
18 identified in Initial Study/Environmental Assessment No. 7358 (the "Assessment"). A copy of the
19 Assessment will be provided to the City.

20 N. Upon completion of the Project, the City shall notify the County Community
21 Development Division thereof so a representative of the Division can perform an inspection of the
22 Project to determine that it was completed in accordance with the scope of work approved and
23 authorized pursuant to this executed Agreement.

24 O. Upon approval of Project completion by the County, the City shall provide
25 the County Community Development Division with a resolution of acceptance, or similar
26 documentation, demonstrating that the Project was completed in accordance with the scope of
27 work approved and authorized pursuant to this executed Agreement and any approved
28 subsequent amendments thereto and/or change orders, and that the City has accepted the Project.

1 Prior to the final request for payment, the City shall also provide the County with a copy of the
2 recorded Notice of Completion (NOC), a written summary of all Project work completed with CDBG
3 and other funds, and documentation to demonstrate compliance with Section 3 of the Housing and
4 Urban Development Act of 1968, as amended.

5 P. During the contract period, the City shall complete and submit annually each
6 June 1, and upon completion of the Project, a Project Outcome Measurement Report (POM) form,
7 a copy of which is attached hereto as Exhibit 1 and incorporated herein by reference. The POM
8 shall contain the following information for the County's Federal reporting purposes to the U.S.
9 Department of Housing and Urban Development (HUD):

- 10 1. Total number of households/persons assisted.
- 11 2. Number of total households/persons assisted that:
 - 12 a. Now have new access to this type of public facility or
13 infrastructure improvement.
 - 14 b. Now have improved access to this type of public facility or
15 infrastructure improvement.
 - 16 c. Now are served by a public facility or infrastructure that is no
17 longer substandard.

18 Q. The City shall be responsible for maintenance of the improvements after
19 construction is completed and shall do so from non-CDBG resources.

20 R. The City must inform the County in writing of any program income generated
21 by the expenditure of CDBG funds. Any program income generated as a result of the Project must
22 be paid to the County. For purposes of this Agreement, program income is defined as proceeds
23 from the disposition of CDBG-acquired real property, and principal and interest on CDBG loans. If
24 the City contributed financially to the improvement Project, the City may retain a share of the
25 program income in proportion to the City's contribution to the Project, after the City has provided a
26 written accounting acceptable to the County.

27 S. The City must obtain prior written approval from the County before there is
28 any modification or change in the use of any real property improved, in whole or in part, using

1 CDBG funds in excess of \$25,000. The City shall provide affected citizens with notice of, and
2 opportunity to comment on, any proposed change to the use of real property improved with CDBG
3 funds. If any real property improved with CDBG funds is sold and/or is utilized by the City for a
4 use which does not qualify under the CDBG Program, the City shall reimburse the County in an
5 amount equal to the current fair market value for the property, less any proportional share thereof
6 attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for
7 five years after the project is completed in HUD's Integrated Disbursement and Information System
8 (IDIS). In the event the CDBG program is closed-out, the requirements of this Section shall remain
9 in effect for activities or property funded with CDBG funds, unless action is taken by the Federal
10 government to relieve the City of these obligations.

11 T. The City acknowledges that the County may periodically inspect the Project
12 to ensure the property is being used as described in this Agreement. The City agrees to provide
13 any necessary information to the County to carry out such inspections. Furthermore, the City
14 agrees to take corrective action if the County determines that modifications to the use and location
15 of the Project have resulted in a violation of the Federal CDBG regulations.

16 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

17 A. The City, its consultants, contractors, and subcontractors shall comply with
18 all applicable State and Federal laws and regulations governing projects that utilize Federal funds.

19 B. Whenever the City uses the services of a contractor, the City shall require
20 that the contractor comply with all Federal, State and local laws, ordinances, regulations and
21 Fresno County Charter provisions applicable in the performance of their work.

22 C. This Project is subject to the requirements of Section 3 of the Housing and
23 Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u). Accordingly, the City shall
24 require the prime contractor to complete and submit documentation prior to award of the
25 construction contract and upon Project completion that compliance with the Section 3 clause has
26 been met.

27 D. Whenever the City receives at least \$100,000 for a project from the County's
28 CDBG Program under this Agreement, the City shall complete and submit to the County

1 Community Development Division a "Certification of Payments to Influence Federal Transactions"
2 form and a "Standard Form LLL - Disclosure of Lobbying Activities" form. Likewise, before the City
3 awards a contract using at least \$100,000 of such CDBG funds, the City shall require the
4 consultant and/or contractor and all their sub-consultants and/or subcontractors to complete and
5 submit these two (2) forms described hereinabove to both the City and the County.

6 V. PAYMENT FOR THE PROJECT

7 A. At monthly intervals, the City shall submit a written request to the County for
8 payment of specified costs incurred in the performance of this Agreement. The request for
9 payment shall be accompanied by a written certification from the City that the request for payment
10 is consistent with the amount of work that has been completed, and that said work is in accordance
11 with the contract documents and this Agreement. The request for payment shall also be
12 accompanied by documentation acceptable to the County, such as invoices or vouchers for
13 services or materials purchased, contractor's costs, or other costs chargeable to the Project. After
14 appropriate review and inspection, the County shall make payment from CDBG funds provided in
15 this Agreement for all eligible costs specified herein.

16 B. Any savings realized in the final cost of the Project, due to Project cost
17 and/or scope of work reductions, liquidated damages, or any other reason, shall be used to reduce
18 the amount of this Project paid for with CDBG funds and shall be credited to the City's CDBG
19 allocation. If the City is required to provide any funds toward the Project, any cost savings shall
20 be first used to reimburse the City for its contribution in excess of the total amount provided by this
21 Agreement.

22 C. Payment for advertising and award shall be based on the actual costs of
23 printing and noticing.

24 D. The County will not be bound by any agreement between the City and its
25 agents.

26 E. Upon the completion of the Project, the City shall submit to the County
27 Community Development Division a written request for final payment of costs which shall provide
28 a detailed description of the Project pay items and costs. The County shall not be obligated to

1 make any payments under this Agreement if the request for payment is submitted by the City more
2 than sixty (60) days after the Notice of Completion has been filed with the County Recorder's
3 Office. An extension to the sixty (60) day period may be granted by the Director of the County
4 Department of Public Works and Planning prior to the deadline if the City can demonstrate just
5 cause for the delay.

6 F. The County may withhold reimbursement to the City until a final POM,
7 recorded NOC, and written summary of all Project work completed with CDBG and other funds,
8 and evidence of compliance with the Section 3 clause as specified in Sections III-O and IV-C, have
9 been submitted to the County.

10 G. All requests for payment and supporting documentation shall be sent to:

11 Business Manager
12 County of Fresno
13 Department of Public Works and Planning
14 Financial Services Division
2220 Tulare Street, 6th Floor
Fresno, CA 93721

15 H. The City shall establish accounting and bookkeeping procedures in
16 accordance with standard accounting and bookkeeping practices, including, but not limited to,
17 employee time cards, payrolls, and other records of all transactions to be paid with CDBG funds
18 in accordance with the performance of this Agreement. All records and accounts shall be available
19 for inspection by the County, the State of California, if applicable, the Comptroller General of the
20 United States, and HUD or any of their duly authorized representatives, at all reasonable times,
21 for a period of at least five (5) years following final payment under this Agreement or the closure
22 of all other pending matters, whichever is later. The City shall certify accounts when required or
23 requested by the County.

24 I. The City, as a sub-recipient of Federal financial assistance, is required to
25 comply with the provisions of the Single Audit Act of 1984 (31 U.S.C. Sections 7501 et seq.), as
26 amended. Whenever the City expends and/or receives CDBG funds from the County for the
27 Project, a copy of any audit performed by the City in accordance with said Act shall be forwarded
28 to the County Community Development Grants Program Manager within nine (9) months of the

1 end of any City fiscal year in which funds were expended and/or received for the Project. Failure
2 to perform the requisite audit functions as required by this paragraph may result in the County
3 performing any necessary audit tasks, or, at the County's option, the County contracting with a
4 public accountant to perform the audit. All audit costs related to the City's failure to perform the
5 requisite audit are the sole responsibility of the City and such audit work costs incurred by the
6 County shall be billed to the City as determined by County's Auditor-Controller/Treasurer-Tax
7 Collector. In the event the City is only required to perform an audit under the provisions of the Act
8 because the City is receiving CDBG funds, the County may perform, or cause to be performed,
9 the required audit to determine whether funds provided through this Agreement have been
10 expended in accordance with applicable laws and regulations. Any audit-related costs incurred by
11 the County under this provision shall be charged to the County CDBG Program. The City agrees
12 to take prompt and appropriate corrective action on any instance of material non-compliance with
13 applicable laws and regulations.

14 J. The City shall send a copy of the audit to:

15 Community Development Grants
16 County of Fresno
17 Department of Public Works and Planning
18 Community Development Division
2220 Tulare Street, 6th Floor
Fresno, CA 93721

19 VI. INDEMNIFICATION

20 Each party to this Agreement shall indemnify, defend and hold harmless the other
21 party, its officers, agents, employees and representatives, from any and all loss, liability, costs,
22 expenses and damage to persons or property, and from any and all claims, demands and actions
23 in law or equity (including attorney's fees and legal expenses) arising or alleged to have arisen
24 directly from any wrongful acts caused by its respective activities pursuant to this Agreement.

25 VII. TIME OF PERFORMANCE

26 A. The following schedule shall commence on the date this Agreement is
27 executed by the County.

28 1. Complete Design Engineering and Submit to the County for Review

1 – March 30, 2018.

2 2. Complete County Review and Approval of Plans – June 25, 2018.

3 3. Begin Advertising for Bids – June 28, 2018.

4 4. Award Contract – August 28, 2018.

5 B. The Project's Notice of Completion shall be filed with the Fresno County
6 Recorder's Office no later than December 14, 2018.

7 C. The final POM Report, written summary of all work completed,
8 documentation demonstrating compliance with the Section 3 clause, and request for final payment
9 shall be submitted to the County no later than February 14, 2019.

10 D. The City shall give immediate written notification to the County Community
11 Development Division of any events that occur which may affect the above time schedule and
12 completion date and the time schedule specified in the contract documents, or any event that may
13 have significant impact upon the Project or affect the attainment of the Project's objectives. The
14 Director of the County Department of Public Works and Planning is authorized to make
15 adjustments in the above schedule if, in the Director's judgment, any delay is beyond the control
16 of the parties involved.

17 VIII. BREACH OF AGREEMENT

18 In the event the City fails to comply with any of the terms of this Agreement, the
19 County may, at its option, deem the City's failure a material breach of this Agreement and utilize
20 any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the County
21 deem a breach of this Agreement material, the County shall immediately be relieved of its
22 obligations to make further payment as provided herein. Termination of this Agreement due to
23 breach shall not, in any way whatsoever, limit the rights of the County in seeking any other legal
24 relief in a court of law or equity, including the recovery of damages. In addition to the Agreement
25 being terminated by the County in accord with a material breach of this Agreement by the City, this
26 Agreement may also be terminated for convenience by the County in accord with 24 CFR 85.44.

27 IX. TERMINATION OF PROJECT

28 A. If the City decides to cancel the Project covered by this Agreement, the City

1 shall submit a request in writing to the County Department of Public Works and Planning,
2 Community Development Division explaining just cause for the request. The Director of the
3 Department is authorized to approve such a request if, in the Director's judgment, there is just
4 cause for the Project's cancellation.

5 B. If the City's request to cancel the Project covered by this Agreement is
6 approved, the City shall promptly return to the County all CDBG funds paid pursuant to this
7 Agreement. Such CDBG funds returned from the cancelled Project may be credited to the City's
8 CDBG allocation, as appropriate.

9 C. If the Director approves the City's request to cancel the Project, any
10 unexpended CDBG funds budgeted to the Project under this Agreement may be credited to the
11 City's CDBG allocation, as appropriate.

12 X. VENUE; GOVERNING LAW

13 Venue for any action arising out of or relating to this Agreement shall be only in
14 Fresno County, California. The rights and obligations of the parties and all interpretation and
15 performance of this Agreement shall be governed in all respects by the laws of the State of
16 California.

17 XI. ENTIRE AGREEMENT

18 This Agreement constitutes the entire agreement between the City and the County
19 with respect to the subject matter hereof and supersedes all previous negotiations, proposals,
20 commitments, writings, advertisements, publications, and understandings of any nature
21 whatsoever unless expressly included in this Agreement.

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth
2 on page one of this Agreement.

3 CITY OF REEDLEY

COUNTY OF FRESNO

4
5 By: [Signature]
6 City Manager

[Signature]
Sal Quintero, Chairman of the
Board of Supervisors of the
County of Fresno

7
8 Date: 1/9/18

Date: March 6, 2018

9 ATTEST:

ATTEST:
Bernice E. Seidel
Clerk to the Board of Supervisors
County of Fresno, State of California

10
11
12 [Signature]
13 City Clerk City of Reedley

By: [Signature]

14
15 APPROVED AS TO LEGAL FORM:

16
17 [Signature]
18 City Attorney

19
20
21 FUND NO: 0001
22 SUBCLASS NO: 10000
23 ORG NO: 7205
24 ACCOUNTNO: 7885
25 PROJECT NO: N17571
26 ACTIVITY CODE: 7219

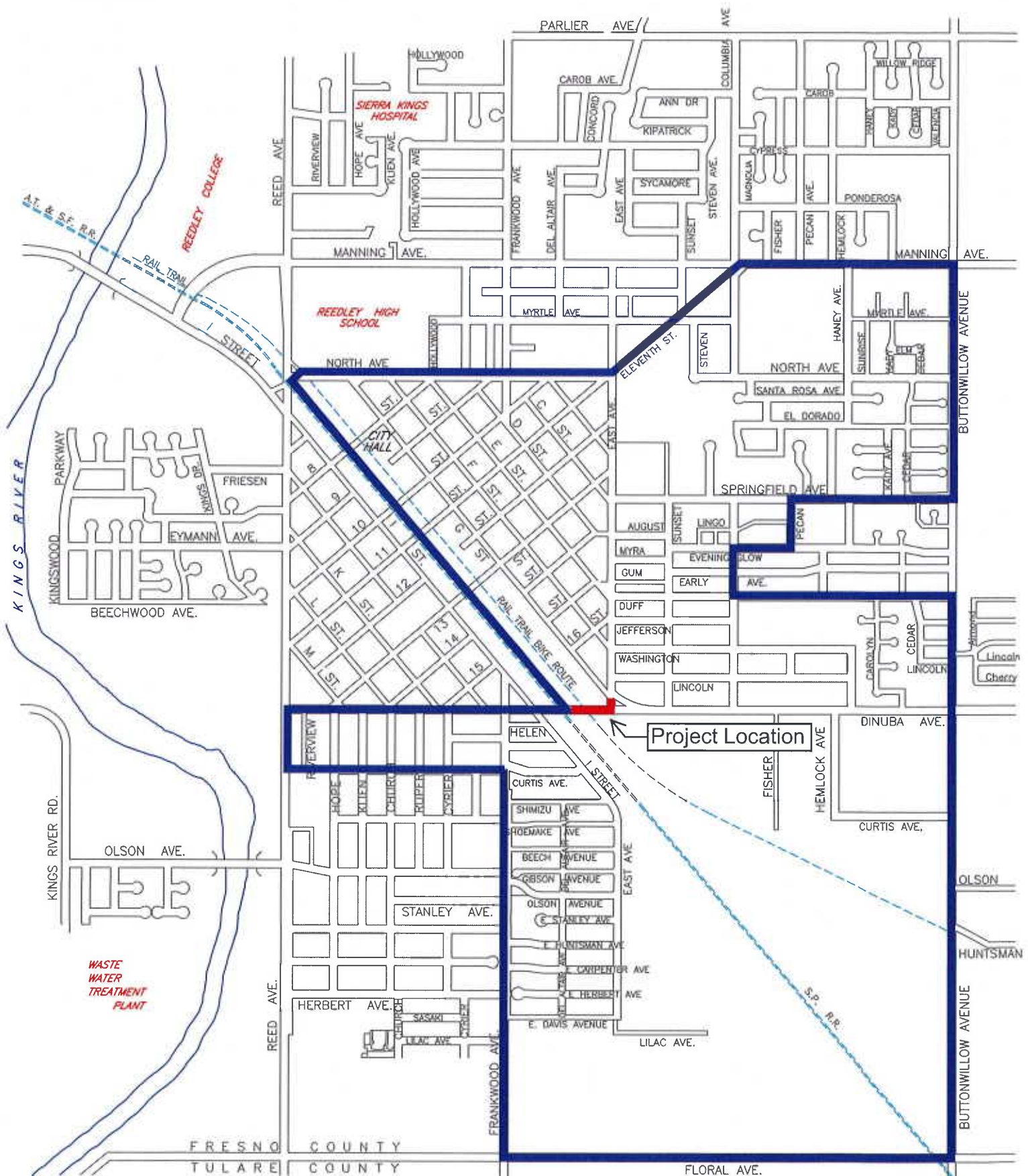
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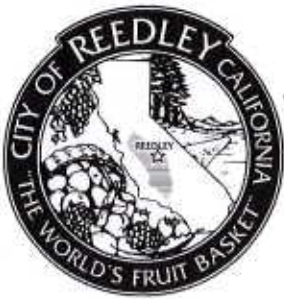
City of Reedley
Attn: Nicole Zieba, City Manager
1717 9th Street
Reedley, CA 93654

Telephone: (559) 637-4200

EXHIBIT B

■ ELIGIBILITY AREA
■ PROJECT AREA





REEDLEY CITY COUNCIL

- ☒ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 9

DATE: January 9, 2018

TITLE: ADOPT RESOLUTION NO. 2018-003 AUTHORIZING THE EXECUTION OF THE CITY-COUNTY AGREEMENT FOR CDBG PROJECT No. 17571, REEDLEY CITY STREET IMPROVEMENTS (PHASE VII), RECONSTRUCTION ON DINUBA AVENUE FROM SOUTHERN PACIFIC RAILROAD TO EAST AVENUE AND EAST AVENUE FROM DINUBA TO LINCOLN AVENUE.

PREPARED: Linda Thao *LT*
Senior Engineering Assistant

SUBMITTED: John S. Robertson, P.E. *JSR*
City Engineer

APPROVED: Nicole Zieba
City Manager *NZ*

RECOMMENDATION

Staff recommends that the City Council through Resolution No. 2018-003, take the following action:

Authorize the City of Reedley City Manager to execute an Agreement with the County of Fresno for Community Development Block Grant (CDBG) Project No. 17571, Reedley City Street Improvements (Phase VIII) Project.

EXECUTIVE SUMMARY

Staff is requesting that the City of Reedley City Manager execute 3 original sets of the Agreement with the County of Fresno for CDBG Project No. 17571, Reedley City Street Improvements Project (Phase VIII), see Exhibit A. Staff will deliver said agreement to Fresno County on or before March 6, 2018 for the County Board of Supervisors approval. Once fully executed, the City will be able to proceed with design and construction tasks for said project. It is anticipated that the project will be awarded for construction in September of 2018.

BACKGROUND

Staff from Fresno County conducted an environmental assessment of the project, prepared and recorded the environmental document (Categorical Exemption), and prepared the City-County Agreement for the design and construction of this CDBG project, Reedley City Street Improvements Project (Phase VIII) within the eligible CDBG areas as shown in attached Exhibit B.

The project total construction cost is estimated at \$775,650 and correspond to the estimated project budget included in the CDBG project application submitted on July 28, 2016 and modification of scope letter dated July 20, 2017 and approved by the County of Fresno. The Project total of \$775,650 is reflected in the proposed agreement. CDBG funds in the amount of \$241,730 will be made available to fund this project, an additional \$200,000 in Vehicle Impact Fee (VIF) funds and the remaining will be funded through various funds including Measure C, Development Impact Fee and Enterprise Funds.

The approved agreement will be sent to the County Board for approval and execution. Once executed, the City will begin the design of the project. Awarding of a construction contract to complete the project will be brought before City Council for approval in the summer of 2018.

FISCAL IMPACT

The funds for this project were appropriated in the adopted 2017-2018 City Budget. The expenditures will be incurred at the design and construction phase of the project. Staff will be submitting request for reimbursement payments from CDBG funds to Fresno County in accordance with the executed City-County Agreement.

COMMITTEE/COMMISSION REVIEW/ACTIONS: N/A

PRIOR COUNCIL ACTIONS

On September 27, 2016, the City Council held a public hearing and allocated the City's 2017-2018 Community Development Block Grant (CDBG) funds to the Reedley City Street Improvements (Phase VIII) Project per resolution No. 2016-082.

ATTACHMENTS

1. Exhibit A, City-County Agreement
2. Exhibit B, CDBG 17571 Project Area
3. Resolution No. 2018-003

Motion: _____
Second: _____

RESOLUTION NO. 2018-003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY AUTHORIZING THE EXECUTION OF THE CITY-COUNTY AGREEMENT FOR CDBG PROJECT No. 17571, REEDLEY CITY STREET IMPROVEMENTS (PHASE VIII), RECONSTRUCTION ON DINUBA AVENUE FROM SOUTHERN PACIFIC RAILROAD TO EAST AVENUE AND EAST AVENUE FROM DINUBA TO LINCOLN AVENUE

WHEREAS, the County of Fresno has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the County, and its participating cities, including the City of Reedley; and

WHEREAS, the City of Reedley wishes to enter into an Agreement with the County of Fresno allocating the funds for the City's 2017-2018 CDBG allocation to the Reedley City Street Improvements (Phase VIII), CDBG Project No. 17571; and

WHEREAS, the County of Fresno has determined that \$241,730 in CDBG funds are currently available to the City of Reedley for said project; and

WHEREAS, the City Council on September 27, 2016, at public hearing received a written staff reports, invited public comment, and independently deliberated; and

NOW, THEREFORE BE IT RESOLVED that the City of Reedley, City Council, using their independent judgment approved this based on the following:

1. The above recitals are true and correct; and
2. The City Council finds the agreement for CDBG Project No. 17571 is consistent with the CDBG program; and
3. The City of Reedley City Manager is hereby authorized to execute the City-County agreement for the Reedley City Street Improvements (Phase VIII), CDBG Project No. 17571.
4. This resolution is effective immediately upon adoption.

This forgoing resolution is hereby approved and adopted at a regular meeting of the City Council of the City of Reedley held on the 9th day of January 2018, by the following vote:

AYES: Soleno, Beck, Pinon, Betancourt.

NOES: Fast.

ABSTAIN: None.

ABSENT: None.



Anita Betancourt, Mayor

ATTEST:


Sylvia B. Plata, City Clerk