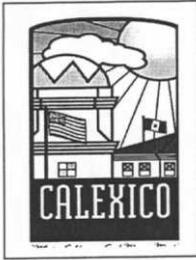


AGENDA  
ITEM

**11**



# AGENDA STAFF REPORT

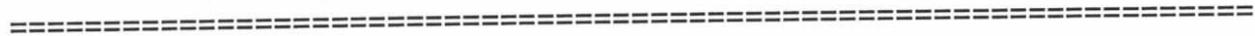
**DATE:** April 7, 2015

**TO:** Mayor and City Council

**APPROVED BY:** Richard N. Warne, Interim City Manager *Res*

**PREPARED BY:** John T. Quinn, Finance Director *JTQ*

**SUBJECT:** The City Council of the City of Calexico Acting in its Capacity as the Legislative Body for the Calexico Community Facilities District No. 2003-1 (Bravo/Rodiles) Adopt Resolution No. \_\_\_\_\_ Authorizing the Levy of Special Taxes within such District for Fiscal Year 2015-16



**Recommendation:** That the City Council of the City of Calexico acting in its capacity as the legislative body for the City of Calexico Community Facilities District No. 2003-1 (Bravo/Rodiles) Adopt Resolution No. \_\_\_\_\_ authorizing the levy of special taxes within such district for Fiscal Year 2013-14

**Background:** Community Facilities District (CFD No. 2003-1) was formed in 2003 as a legally constituted government entity established under the Mello-Roos Community Facilities Act of 1982. The Act provides an alternative method for the financing of certain public facilities and services. Specifically, this CFD is authorized to levy an annual special tax to finance some or all of the following:

- Maintenance of parks and open space within the boundaries of the district
- Operation and maintenance of storm protection and storm drain systems
- Maintenance, construction or improvement of any real or tangible property that is located within the CFD boundaries.

A map of the CFD and its boundaries can be seen in the attached engineer's report prepared by David Taussig & Associates, Inc. The authorized services are funded through the annual levy and collection of special taxes from all the property subject to the tax and located within the district.

The proposed FY 2015-16 levy is \$213,400. This amount includes a levy of \$54,332 on a new mobile home park that was based on a construction permit received from the County of Imperial. The report



Adopt Resolution No. \_\_\_\_\_  
July 7, 2015

indicates that the funds needed for authorized facilities and services exceed the maximum levy of \$213,400. Thus, the total levy will only reflect the maximum levy allowed.

Exhibit B in the attached report shows that nearly all parcels will be liable for an annual payment of \$276.50. The only reason that levy would be different would be due to delinquencies or a pro-rata share of the levy because of a transfer.

**Discussion & Analysis:** The special tax levy recommended in the engineer's report is the maximum allowed under the current ordinance. Any shortfall or adjustment that reduces the levy amount will be passed on to the City's General Fund.

**Fiscal Impact:** The levy collected for FY 2014-15 was \$265.76 per parcel. The recommended levy per parcel for FY 2015-16 is \$276.50. The increase represents a four (4) percent increase year over year.

\* \* \* \*

**Coordinated With:**  
David Taussig & Associates, Inc.

**Attachments:** Resolution No. \_\_\_\_ authorizing levy of special taxes within CFD 2003-1  
Engineer's Report by David Taussig & Associates, Inc.

**RESOLUTION NO. 2016-\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CALEXICO, IN ITS CAPACITY AS LEGISLATIVE BODY TO THE  
CITY OF CALEXICO COMMUNITY FACILITIES DISTRICT NO. 2003-  
1 (BRAVO-RODILES) AUTHORIZING THE LEVY OF SPECIAL TAXES  
WITHIN SUCH DISTRICT FOR FISCAL YEAR 2015-16**

WHEREAS, The City Council of the City of Calexico previously established City of Calexico Community Facilities District No. 2003-1 (Bravo/Rodiles) (the "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended (the act); and

WHEREAS, The City Council is authorized pursuant to Ordinance No. 1003, adopted by the City Council on August 5, 2003 (the Ordinance), to levy a special tax sufficient to pay for authorized services and improvements for fiscal year 2015-16 and to pay all expenses incidental thereto; and

WHEREAS, it is now necessary and appropriate for this City Council to adopt a resolution levying and ordering the collection of the special taxes for fiscal year 2015-16 for the purpose specified in the Ordinance; and

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CALEXICO, IN ITS CAPACITY AS LEGISLATIVE BODY TO THE CITY OF CALEXICO COMMUNITY FACILITIES DISTRICT NO. 2003-1 (BRAVO/RODILES), DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. All of the above recitals are true and correct.

Section 2. In accordance with the Act and the Ordinance, there are hereby levied upon the parcels with the District to the extent they are not otherwise exempt from taxation under the Act of the Ordinance the special taxes for Fiscal Year 2015-16 at the tax rates set forth in Exhibit "A", entitled "Fiscal Year 2015-16 Special Tax Levy", to that certain Community Facilities District, Administration Report (the "report") prepared by David Taussig & Associates, Inc. for the District, a copy of which Report is attached hereto and incorporated herein by this reference, which rates do not exceed the maximum rates set forth therefore in the Ordinance. After adoption of this Resolution, the City Manager of the City of Calexico, or his designee, may make any necessary modifications to these Special Taxes to correct any such error, omissions or inconsistencies in the listing or categorization of parcels to be

taxed or in the amount to be charge to any category or parcels; provided, however that any such modifications shall not result in an increase in tax applicable to any category of parcels and may only be made prior to the submission of the tax rolls to the Imperial County Auditor.

Section 3. The special tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 4. All of the collection of the Special Tax shall be used only as provided for in the act and the Ordinance No. 1003. The Special Tax shall be levied only so long as needed to accomplish the purpose described in the Ordinance.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ad valorem taxes as such procedure may be modified by law of this City Council from time to time.

Section 6. As a Cumulative remedy, if any amount levied as a special tax for payment of the services mentioned above, together with any penalties and other charges accruing under this Resolution, are not paid when due, the City Council may order that the same be collected by an action brought in the Superior Court to foreclose the lien of such special tax, in accordance with applicable law.

Section 7. The Clerk is hereby authorized and directed to transmit a certified copy of this resolution and the Report to the Imperial County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for fiscal year 2015-16 on or before August 10, 2015, and perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

\*\*\*\*\*

Passed, Approved and Adopted this 7th day of July, 2015.

\_\_\_\_\_  
John Moreno, Mayor

ATTEST:

\_\_\_\_\_  
Gabriela Garcia, City Clerk



*DAVID*  
**TAUSSIG**  
& *Associates, Inc.*

**CITY OF CALEXICO  
COMMUNITY FACILITIES DISTRICT  
No. 2003-1**

**June 3, 2015**

*Public Finance  
Public Private Partnerships  
Urban Economics*

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*Newport Beach  
Riverside  
San Francisco  
San Jose  
Dallas*

**ADMINISTRATION REPORT  
FISCAL YEAR 2015-2016**

**CITY OF CALEXICO  
COMMUNITY FACILITIES DISTRICT No. 2003-1**

**Prepared for**

**CITY OF CALEXICO  
608 Heber Avenue  
Calexico, CA 92231**

**Prepared by**

**DAVID TAUSSIG & ASSOCIATES, INC.  
5000 Birch Street, Suite 6000  
Newport Beach, California 92660  
(949) 955-1500**

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**EXHIBITS**

- Exhibit A:** Boundary Map  
**Exhibit B:** Fiscal Year 2015-2016 Special Tax Levy

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## ***Introduction***

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This Mello-Roos Community Facilities District Administration Report presents the findings of the research and financial analysis performed by David Taussig & Associates, Inc. to determine the special tax requirement for Community Facilities District No. 2003-1 ("CFD No. 2003-1") of the City of Calexico ("the City") for fiscal year 2015-2016.

CFD No. 2003-1 is a legally constituted governmental entity established under the Mello-Roos Community Facilities Act of 1982, (the "Act") as amended. The Act provides an alternative method for the financing of certain public facilities and services. Specifically, CFD No. 2003-1 is authorized to levy an annual special tax to finance all or some of the following: (a) maintenance of parks and open space (whether by the City or by another governmental entity) located within the areas bounded by East Zapata Street on the South, Meadows Drive on the North, Clinton Avenue on the West and Bowker Road on the East, (b) flood and storm protection services, including but not limited to, the operation and maintenance of storm drain systems serving parcels located in CFD No. 2003-1, and (c) the purchase, construction, expansion, improvement, or rehabilitation of any real or other tangible property with an estimated useful life of five years, where such property is either (i) a park or open space the maintenance of which may be financed pursuant to (a), above, (ii) a storm drain system that directly or indirectly serves one or more parcels within CFD No. 2003-1, (iii) a part or component of such park, open space, or storm drainage system, or (iv) property necessary or useful for the provision of services to be financed by CFD No. 2003-1.

A map showing the property in CFD No. 2003-1 is included in Exhibit B.

The authorized services are funded through the annual levy and collection of special taxes from all property subject to the tax within the community facilities district. In calculating the special tax liability for fiscal year 2015-2016, this report examines the financial obligations of the current fiscal year and analyzes the level of development within CFD No. 2003-1.

This report is organized into the following sections:

### **Section I**

Section I provides an update of the development status of property within CFD No. 2003-1.

### **Section II**

Section II analyzes the fiscal year 2014-2015 special tax levy.

### **Section III**

Section III determines the financial obligations of CFD No. 2003-1 for fiscal year 2015-2016.

### **Section IV**

Section IV reviews the methodology used to apportion the special tax requirement between Developed Property and Undeveloped Property. A table of the 2015-2016 special taxes for each classification of property is included.

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## ***I. Special Tax Classifications and Development Update***

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### **Special Tax Classifications**

The methodology employed to calculate and apportion the special tax is contained in a document entitled the Rate and Method of Apportionment. The Rate and Method of Apportionment defines two categories of property, namely "Developed Property," and "Undeveloped Property." The category of Developed Property is in turn divided into six separate special tax classifications based on the type of structure built. A table of the Developed Property special tax classifications is shown below.

#### **Community Facilities District No. 2003-1 Developed Property Classifications**

<b>Land Use Class</b>	<b>Description</b>
1	Single Family Detached Property
2	Single Family Attached Property
3	Apartment Property
4	Mobile Home Property
5	RV Property
6	Non-Residential Property

Developed Property is distinguished from Undeveloped Property by the issuance of a building permit. Specifically property for which (a) a building permit for new construction was issued as of January 1 of the previous Fiscal Year, (b) a park construction permit was issued for a Mobile Home Park or RV park as of January 1 of the previous Fiscal Year, or (c) a Mobile Home installation permit was issued as of January 1 of previous Fiscal Year shall be considered Developed Property. For example, all property in CFD No. 2003-1 for which the above events had occurred as of January 1, 2015, will be classified as Developed Property in fiscal year 2015-2016.

### **Development Update**

As of January 1, 2015 building permits had been issued for 543 single family detached units, 33 single family attached units, and 1.01 acres of non-residential property within CFD No. 2003-1. In addition, a park construction permit had been issued for a mobile home park consisting of 328 mobile home spaces and 130 RV spaces. The table on the following page indicates the cumulative Developed Property, by class, within CFD No. 2003-1.

**Community Facilities District No. 2003-1  
Fiscal Year 2015-2016  
Cumulative Developed Property**

<b>Class</b>	<b>Land Use</b>	<b>Number of Units / Spaces / Acres</b>
1	Single Family Detached Property	543 units
2	Single Family Attached Property	33 units
3	Apartment Property	0 units
4	Mobile Home Property	328 spaces
5	RV Property	130 spaces
6	Non-Residential Property	1.01 acres

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## ***II. Fiscal Year 2014-2015 Special Tax Levy***

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The aggregate special tax levy for fiscal year 2014-2015 equaled \$155,949.54. As of June 2, 2015, \$154,187.52 in special taxes had been collected by the County. The remaining \$1,762.02 in special taxes are delinquent, resulting in a delinquency rate of 1.13 percent. Of the 577 parcels that were subject to the special tax, seven failed to pay all of some of their fiscal year 2014-2015 special taxes in a timely manner.

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### ***III. Fiscal Year 2015-2016 Special Tax Requirement***

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Pursuant to the Rate and Method of Apportionment, the special tax may be levied in CFD No. 2003-1 to: (1) pay for (a) maintenance of parks and open space, (b) flood control and storm protection services, and (c) the purchase, construction, expansion, improvement, or rehabilitation of park, open space, and storm drain facilities; and (ii) pay Administrative Expenses; less (iii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator. For fiscal year 2015-2016 the funds required from CFD No. 2003-1 exceed the maximum special taxes that can be collected from Developed Property. Therefore, the special tax requirement is limited to \$213,400, the amount that can be collected through the levy of the maximum special tax.

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## ***IV. Method of Apportionment***

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### **Maximum Annual Special Taxes**

The amount of special taxes that CFD No. 2003-1 may levy is strictly limited by the maximum special taxes set forth in the Rate and Method of Apportionment. The Maximum Special Taxes for each classification of Developed Property are specified in Table 1 of Section C of the Rate and Method of Apportionment. On each July 1, commencing on July 1, 2004, the Maximum Special Tax shall be increased by an amount equal to two percent (2%) of the Maximum Special Tax in effect for the previous Fiscal Year.

The Fiscal Year 2003-2004 Maximum Special Tax on Undeveloped Property is \$266.09 per Acre. No Special Tax shall be levied on Undeveloped Property after Fiscal Year 2003-2004. Therefore, for Fiscal Year 2015-2016, no Special Tax shall be levied on Undeveloped Property.

### **Apportionment of Annual Special Taxes**

The annual special tax that is apportioned to each parcel is determined through the application of Section D of the Rate and Method of Apportionment.

Commencing with Fiscal Year 2003-2004 and for each following Fiscal Year, the Council shall levy the special tax so that the amount of the special tax equals the special tax requirement. The special tax shall be levied proportionally on each Assessor's Parcel of Developed Property at up to 100% of the applicable maximum special tax.

Using this methodology generates special tax revenues of \$213,400 from Developed Property. The fiscal year 2015-2016 maximum and actual special taxes are shown for each classification of Developed Property in the following table.

**Community Facilities District No. 2003-1  
Fiscal Year 2015-2016 Annual Special Taxes  
for Developed Property**

<b>Land Use Class</b>	<b>Description</b>	<b>FY 2015-2016 Maximum Special Tax</b>	<b>FY 2015-2016 Actual Special Tax</b>
1	Single Family Detached Property	\$276.50 per Unit	\$276.50 per Unit
2	Single Family Attached Property	\$235.02 per Unit	\$235.02 per Unit
3	Apartment Property	\$207.38 per Unit	\$0.00 per Unit
4	Mobile Home Property	\$138.25 per Space	\$138.25 per Space
5	RV Property	\$69.12 per Space	\$69.12 per Space
6	Non-Residential Property	\$1,161.28 per Acre	\$1,161.28 per Acre

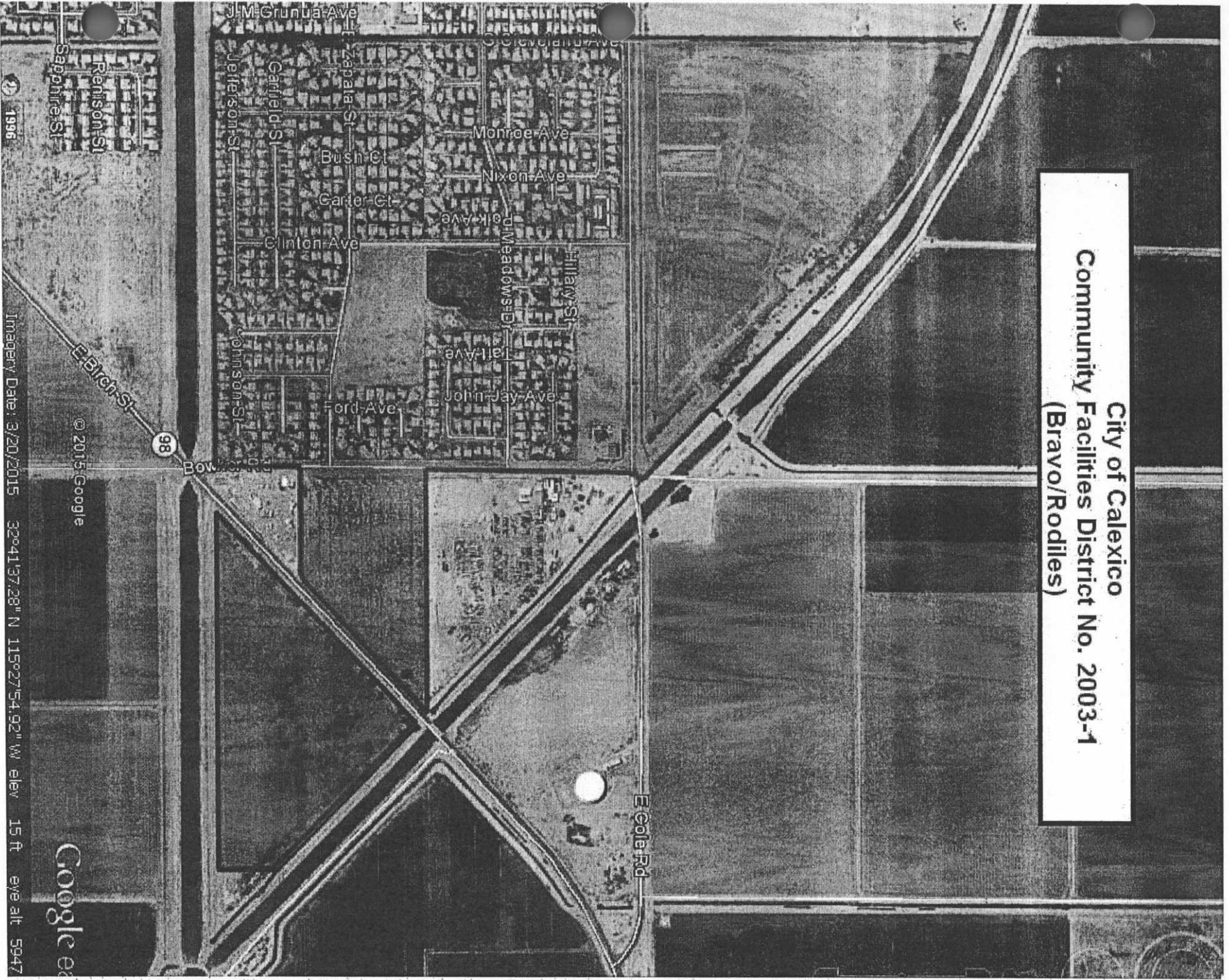
A list of the actual special tax levied against each parcel in CFD No. 2003-1 is included in Exhibit B.

**EXHIBIT A**

*CFD No. 2003-1 of  
City of Calexico*

*Boundary Map*

**City of Calexico  
Community Facilities District No. 2003-1  
(Bravo/Rodiles)**



© 2015 Google  
Imagery Date: 3/20/2015 32°41'37.28" N 115°27'54.92" W elev 15 ft eye alt 5947  
Google

**EXHIBIT B**

*CFD No. 2003-1 of  
City of Calexico*

*Special Tax Levy  
Fiscal Year 2015-2016*

## Exhibit B

City of Calexico CFD No. 2003-1  
FY 2015-2016 Special Tax Levy

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<u>APN</u>	<u>TAX CLASS</u>	<u>FY 2015-2016 SPECIAL TAX</u>
059-170-005-000	D4	\$54,331.60
059-451-001-000	D1	\$276.50
059-451-002-000	D1	\$276.50
059-451-003-000	D1	\$276.50
059-451-004-000	D1	\$276.50
059-451-005-000	D1	\$276.50
059-451-006-000	D1	\$276.50
059-451-007-000	D1	\$276.50
059-451-008-000	D1	\$276.50
059-451-009-000	D1	\$276.50
059-451-010-000	D1	\$276.50
059-451-011-000	D1	\$276.50
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059-451-013-000	D1	\$276.50
059-451-014-000	D1	\$276.50
059-451-015-000	D1	\$276.50
059-451-016-000	D1	\$276.50
059-451-017-000	D1	\$276.50
059-451-018-000	D1	\$276.50
059-452-001-000	D1	\$276.50
059-452-002-000	D1	\$276.50
059-452-003-000	D1	\$276.50
059-452-004-000	D1	\$276.50
059-452-005-000	D1	\$276.50
059-452-006-000	D1	\$276.50
059-452-007-000	D1	\$276.50
059-452-008-000	D1	\$276.50
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059-453-004-000	D1	\$276.50
059-453-005-000	D1	\$276.50
059-453-006-000	D1	\$276.50
059-453-007-000	D1	\$276.50
059-453-008-000	D1	\$276.50
059-453-009-000	D1	\$276.50

## Exhibit B

City of Calexico CFD No. 2003-1  
FY 2015-2016 Special Tax Levy

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<u>APN</u>	<u>TAX CLASS</u>	<u>FY 2015-2016 SPECIAL TAX</u>
059-453-010-000	D1	\$276.50
059-453-011-000	D1	\$276.50
059-453-012-000	D1	\$276.50
059-453-013-000	D1	\$276.50
059-453-014-000	D1	\$276.50
059-453-015-000	D1	\$276.50
059-453-016-000	D1	\$276.50
059-453-017-000	D1	\$276.50
059-453-018-000	D1	\$276.50
059-453-019-000	D1	\$276.50
059-453-020-000	D1	\$276.50
059-453-021-000	D1	\$276.50
059-453-022-000	D1	\$276.50
059-453-023-000	D1	\$276.50
059-453-024-000	D1	\$276.50
059-453-025-000	D1	\$276.50
059-453-026-000	D1	\$276.50
059-453-027-000	D1	\$276.50
059-453-028-000	D1	\$276.50
059-453-029-000	D1	\$276.50
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059-453-054-000	D1	\$276.50
059-453-055-000	D1	\$276.50
059-453-056-000	D1	\$276.50

## Exhibit B

City of Calexico CFD No. 2003-1  
FY 2015-2016 Special Tax Levy

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<u>APN</u>	<u>TAX CLASS</u>	<u>FY 2015-2016 SPECIAL TAX</u>
059-453-057-000	D1	\$276.50
059-453-058-000	D1	\$276.50
059-454-001-000	D1	\$276.50
059-454-002-000	D1	\$276.50
059-454-003-000	D1	\$276.50
059-454-004-000	D1	\$276.50
059-454-005-000	D1	\$276.50
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059-454-008-000	D1	\$276.50
059-454-009-000	D1	\$276.50
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059-454-045-000	D1	\$276.50
059-454-046-000	D1	\$276.50

## Exhibit B

City of Calexico CFD No. 2003-1  
FY 2015-2016 Special Tax Levy

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<u>APN</u>	<u>TAX CLASS</u>	<u>FY 2015-2016 SPECIAL TAX</u>
059-454-047-000	D1	\$276.50
059-454-048-000	D1	\$276.50
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059-454-050-000	D1	\$276.50
059-454-051-000	D1	\$276.50
059-454-052-000	D1	\$276.50
059-454-053-000	D1	\$276.50
059-454-054-000	D1	\$276.50
059-455-004-000	D6	\$1,172.88
059-455-007-000	D1	\$276.50
059-455-008-000	D1	\$276.50
059-455-009-000	D1	\$276.50
059-455-010-000	D1	\$276.50
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059-455-035-000	D1	\$276.50
059-455-036-000	D1	\$276.50
059-455-037-000	D1	\$276.50
059-455-038-000	D1	\$276.50
059-455-039-000	D1	\$276.50
059-455-040-000	D1	\$276.50
059-455-041-000	D1	\$276.50
059-456-001-000	D1	\$276.50
059-456-002-000	D1	\$276.50
059-456-003-000	D1	\$276.50

## Exhibit B

City of Calexico CFD No. 2003-1  
FY 2015-2016 Special Tax Levy

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<u>APN</u>	<u>TAX CLASS</u>	<u>FY 2015-2016 SPECIAL TAX</u>
059-456-004-000	D1	\$276.50
059-456-005-000	D1	\$276.50
059-456-006-000	D1	\$276.50
059-456-007-000	D1	\$276.50
059-456-008-000	D1	\$276.50
059-456-009-000	D1	\$276.50
059-456-010-000	D1	\$276.50
059-456-011-000	D1	\$276.50
059-456-012-000	D1	\$276.50
059-456-013-000	D1	\$276.50
059-456-014-000	D1	\$276.50
059-456-015-000	D1	\$276.50
059-456-016-000	D1	\$276.50
059-456-017-000	D1	\$276.50
059-456-018-000	D1	\$276.50
059-456-019-000	D1	\$276.50
059-456-020-000	D1	\$276.50
059-457-001-000	D1	\$276.50
059-457-002-000	D1	\$276.50
059-457-003-000	D1	\$276.50
059-457-004-000	D1	\$276.50
059-457-005-000	D1	\$276.50
059-457-006-000	D1	\$276.50
059-457-007-000	D1	\$276.50
059-457-008-000	D1	\$276.50
059-457-009-000	D1	\$276.50
059-457-010-000	D1	\$276.50
059-458-001-000	D1	\$276.50
059-458-002-000	D1	\$276.50
059-458-003-000	D1	\$276.50
059-458-004-000	D1	\$276.50
059-458-005-000	D1	\$276.50
059-458-006-000	D1	\$276.50
059-458-007-000	D1	\$276.50
059-458-008-000	D1	\$276.50
059-458-009-000	D1	\$276.50
059-458-010-000	D1	\$276.50
059-459-001-000	D1	\$276.50
059-459-002-000	D1	\$276.50
059-459-003-000	D1	\$276.50
059-459-004-000	D1	\$276.50
059-459-005-000	D1	\$276.50
059-459-006-000	D1	\$276.50
059-459-007-000	D1	\$276.50
059-459-008-000	D1	\$276.50
059-459-009-000	D1	\$276.50
059-459-010-000	D1	\$276.50

## Exhibit B

City of Calexico CFD No. 2003-1  
FY 2015-2016 Special Tax Levy

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<u>APN</u>	<u>TAX CLASS</u>	<u>FY 2015-2016 SPECIAL TAX</u>
059-459-011-000	D1	\$276.50
059-459-012-000	D1	\$276.50
059-459-013-000	D1	\$276.50
059-459-014-000	D1	\$276.50
059-459-015-000	D1	\$276.50
059-459-016-000	D1	\$276.50
059-459-017-000	D1	\$276.50
059-459-018-000	D1	\$276.50
059-459-019-000	D1	\$276.50
059-459-020-000	D1	\$276.50
059-459-021-000	D1	\$276.50
059-459-022-000	D1	\$276.50
059-459-023-000	D1	\$276.50
059-461-001-000	D1	\$276.50
059-461-002-000	D1	\$276.50
059-461-003-000	D1	\$276.50
059-461-004-000	D1	\$276.50
059-461-005-000	D1	\$276.50
059-461-006-000	D1	\$276.50
059-461-007-000	D1	\$276.50
059-461-008-000	D1	\$276.50
059-461-009-000	D1	\$276.50
059-461-010-000	D1	\$276.50
059-461-011-000	D1	\$276.50
059-461-012-000	D1	\$276.50
059-461-013-000	D1	\$276.50
059-461-014-000	D1	\$276.50
059-461-015-000	D1	\$276.50
059-461-016-000	D1	\$276.50
059-461-017-000	D1	\$276.50
059-461-018-000	D1	\$276.50
059-461-019-000	D1	\$276.50
059-461-020-000	D1	\$276.50
059-461-021-000	D1	\$276.50
059-461-022-000	D1	\$276.50
059-461-023-000	D1	\$276.50
059-461-024-000	D1	\$276.50
059-461-025-000	D1	\$276.50
059-461-026-000	D1	\$276.50
059-461-027-000	D1	\$276.50
059-461-028-000	D1	\$276.50
059-461-029-000	D1	\$276.50
059-461-030-000	D1	\$276.50
059-461-031-000	D1	\$276.50
059-461-032-000	D1	\$276.50
059-461-033-000	D1	\$276.50
059-461-034-000	D1	\$276.50

## Exhibit B

City of Calexico CFD No. 2003-1  
FY 2015-2016 Special Tax Levy

---

<u>APN</u>	<u>TAX CLASS</u>	<u>FY 2015-2016 SPECIAL TAX</u>
059-461-035-000	D1	\$276.50
059-461-036-000	D1	\$276.50
059-461-037-000	D1	\$276.50
059-461-038-000	D1	\$276.50
059-461-039-000	D1	\$276.50
059-461-040-000	D1	\$276.50
059-461-041-000	D1	\$276.50
059-461-042-000	D1	\$276.50
059-461-043-000	D1	\$276.50
059-461-044-000	D1	\$276.50
059-461-045-000	D1	\$276.50
059-461-046-000	D1	\$276.50
059-461-047-000	D1	\$276.50
059-461-048-000	D1	\$276.50
059-461-049-000	D1	\$276.50
059-461-050-000	D1	\$276.50
059-461-051-000	D1	\$276.50
059-461-052-000	D1	\$276.50
059-461-053-000	D1	\$276.50
059-461-054-000	D1	\$276.50
059-462-001-000	D1	\$276.50
059-462-002-000	D1	\$276.50
059-462-003-000	D1	\$276.50
059-462-004-000	D1	\$276.50
059-462-005-000	D1	\$276.50
059-462-006-000	D1	\$276.50
059-462-007-000	D1	\$276.50
059-462-008-000	D1	\$276.50
059-462-009-000	D1	\$276.50
059-462-010-000	D1	\$276.50
059-462-011-000	D1	\$276.50
059-462-012-000	D1	\$276.50
059-462-013-000	D1	\$276.50
059-462-014-000	D1	\$276.50
059-462-015-000	D1	\$276.50
059-462-016-000	D1	\$276.50
059-462-017-000	D1	\$276.50
059-462-018-000	D1	\$276.50
059-462-019-000	D1	\$276.50
059-462-020-000	D1	\$276.50
059-462-021-000	D1	\$276.50
059-462-022-000	D1	\$276.50
059-462-023-000	D1	\$276.50
059-462-024-000	D1	\$276.50
059-462-025-000	D1	\$276.50
059-462-026-000	D1	\$276.50
059-462-027-000	D1	\$276.50

## Exhibit B

City of Calexico CFD No. 2003-1  
FY 2015-2016 Special Tax Levy

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<u>APN</u>	<u>TAX CLASS</u>	<u>FY 2015-2016 SPECIAL TAX</u>
059-462-028-000	D1	\$276.50
059-462-029-000	D1	\$276.50
059-462-030-000	D1	\$276.50
059-462-031-000	D1	\$276.50
059-462-032-000	D1	\$276.50
059-462-033-000	D1	\$276.50
059-462-034-000	D1	\$276.50
059-462-035-000	D1	\$276.50
059-462-036-000	D1	\$276.50
059-462-037-000	D1	\$276.50
059-462-038-000	D1	\$276.50
059-462-039-000	D1	\$276.50
059-462-040-000	D1	\$276.50
059-462-041-000	D1	\$276.50
059-462-042-000	D1	\$276.50
059-462-043-000	D1	\$276.50
059-462-044-000	D1	\$276.50
059-462-045-000	D1	\$276.50
059-463-001-000	D1	\$276.50
059-463-002-000	D1	\$276.50
059-463-003-000	D1	\$276.50
059-463-004-000	D1	\$276.50
059-463-005-000	D1	\$276.50
059-463-006-000	D1	\$276.50
059-463-007-000	D1	\$276.50
059-463-008-000	D1	\$276.50
059-463-009-000	D1	\$276.50
059-463-010-000	D1	\$276.50
059-463-011-000	D1	\$276.50
059-463-012-000	D1	\$276.50
059-463-013-000	D1	\$276.50
059-463-014-000	D1	\$276.50
059-463-015-000	D1	\$276.50
059-463-016-000	D1	\$276.50
059-463-017-000	D1	\$276.50
059-463-018-000	D1	\$276.50
059-463-019-000	D1	\$276.50
059-463-020-000	D1	\$276.50
059-463-021-000	D1	\$276.50
059-463-022-000	D1	\$276.50
059-463-023-000	D1	\$276.50
059-463-024-000	D1	\$276.50
059-463-025-000	D1	\$276.50
059-463-026-000	D1	\$276.50
059-463-027-000	D1	\$276.50
059-463-028-000	D1	\$276.50
059-463-029-000	D1	\$276.50

## Exhibit B

City of Calexico CFD No. 2003-1  
 FY 2015-2016 Special Tax Levy

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<u>APN</u>	<u>TAX CLASS</u>	<u>FY 2015-2016 SPECIAL TAX</u>
059-463-030-000	D1	\$276.50
059-463-031-000	D1	\$276.50
059-463-032-000	D1	\$276.50
059-463-033-000	D1	\$276.50
059-463-034-000	D1	\$276.50
059-463-035-000	D1	\$276.50
059-463-036-000	D1	\$276.50
059-464-001-000	D1	\$276.50
059-464-002-000	D1	\$276.50
059-464-003-000	D1	\$276.50
059-464-004-000	D1	\$276.50
059-464-005-000	D1	\$276.50
059-464-006-000	D1	\$276.50
059-464-007-000	D1	\$276.50
059-464-008-000	D1	\$276.50
059-464-009-000	D1	\$276.50
059-464-010-000	D1	\$276.50
059-464-011-000	D1	\$276.50
059-464-012-000	D1	\$276.50
059-464-013-000	D1	\$276.50
059-464-014-000	D1	\$276.50
059-464-015-000	D1	\$276.50
059-464-016-000	D1	\$276.50
059-464-017-000	D1	\$276.50
059-464-018-000	D1	\$276.50
059-464-019-000	D1	\$276.50
059-464-020-000	D1	\$276.50
059-464-021-000	D1	\$276.50
059-464-022-000	D1	\$276.50
059-464-023-000	D1	\$276.50
059-464-024-000	D1	\$276.50
059-465-001-000	D1	\$276.50
059-465-002-000	D1	\$276.50
059-465-003-000	D1	\$276.50
059-465-004-000	D1	\$276.50
059-465-005-000	D1	\$276.50
059-465-006-000	D1	\$276.50
059-465-007-000	D1	\$276.50
059-465-008-000	D1	\$276.50
059-465-009-000	D1	\$276.50
059-465-010-000	D1	\$276.50
059-465-011-000	D1	\$276.50
059-465-012-000	D1	\$276.50
059-465-013-000	D1	\$276.50
059-465-014-000	D1	\$276.50
059-465-015-000	D1	\$276.50
059-465-016-000	D1	\$276.50

## Exhibit B

City of Calexico CFD No. 2003-1  
 FY 2015-2016 Special Tax Levy

<u>APN</u>	<u>TAX CLASS</u>	<u>FY 2015-2016 SPECIAL TAX</u>
059-465-017-000	D1	\$276.50
059-465-018-000	D1	\$276.50
059-465-019-000	D1	\$276.50
059-465-020-000	D1	\$276.50
059-465-021-000	D1	\$276.50
059-465-022-000	D1	\$276.50
059-465-023-000	D1	\$276.50
059-465-024-000	D1	\$276.50
059-465-025-000	D1	\$276.50
059-465-026-000	D1	\$276.50
059-465-027-000	D1	\$276.50
059-465-028-000	D1	\$276.50
059-465-029-000	D1	\$276.50
059-465-030-000	D1	\$276.50
059-465-031-000	D1	\$276.50
059-465-032-000	D1	\$276.50
059-465-033-000	D1	\$276.50
059-465-034-000	D1	\$276.50
059-465-035-000	D1	\$276.50
059-465-036-000	D1	\$276.50
059-465-037-000	D1	\$276.50
059-465-038-000	D1	\$276.50
059-465-039-000	D1	\$276.50
059-465-040-000	D1	\$276.50
059-465-041-000	D1	\$276.50
059-465-042-000	D1	\$276.50
059-465-043-000	D1	\$276.50
059-465-044-000	D1	\$276.50
059-465-045-000	D1	\$276.50
059-465-046-000	D1	\$276.50
059-465-047-000	D1	\$276.50
059-465-048-000	D1	\$276.50
059-465-049-000	D1	\$276.50
059-465-050-000	D1	\$276.50
059-465-051-000	D1	\$276.50
059-465-052-000	D1	\$276.50
059-465-053-000	D1	\$276.50
059-465-054-000	D1	\$276.50
059-465-055-000	D1	\$276.50
059-465-056-000	D1	\$276.50
059-465-057-000	D1	\$276.50
059-465-058-000	D1	\$276.50
059-465-059-000	D1	\$276.50
059-465-060-000	D1	\$276.50
059-465-061-000	D1	\$276.50
059-465-062-000	D1	\$276.50
059-465-063-000	D1	\$276.50

## Exhibit B

**City of Calexico CFD No. 2003-1  
FY 2015-2016 Special Tax Levy**

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<u>APN</u>	<u>TAX CLASS</u>	<u>FY 2015-2016 SPECIAL TAX</u>
059-465-064-000	D1	\$276.50
059-465-065-000	D1	\$276.50
059-465-066-000	D1	\$276.50
059-465-067-000	D1	\$276.50
059-465-068-000	D1	\$276.50
059-465-069-000	D1	\$276.50
059-465-070-000	D1	\$276.50
059-465-071-000	D1	\$276.50
059-465-072-000	D1	\$276.50
059-465-073-000	D1	\$276.50
059-465-074-000	D1	\$276.50
059-465-075-000	D1	\$276.50
059-465-076-000	D1	\$276.50
059-465-077-000	D1	\$276.50
059-465-078-000	D1	\$276.50
059-465-079-000	D1	\$276.50
059-465-080-000	D1	\$276.50
059-465-081-000	D1	\$276.50
059-465-082-000	D1	\$276.50
059-465-083-000	D1	\$276.50
059-465-084-000	D1	\$276.50
059-465-085-000	D1	\$276.50
059-465-086-000	D1	\$276.50
059-465-087-000	D1	\$276.50
059-465-088-000	D1	\$276.50
059-465-089-000	D1	\$276.50
059-465-090-000	D1	\$276.50
059-465-091-000	D1	\$276.50
059-465-092-000	D1	\$276.50
059-465-093-000	D1	\$276.50
059-465-094-000	D1	\$276.50
059-465-095-000	D1	\$276.50
059-465-096-000	D1	\$276.50
059-465-097-000	D1	\$276.50
059-466-001-000	D1	\$276.50
059-466-002-000	D1	\$276.50
059-466-003-000	D1	\$276.50
059-466-004-000	D1	\$276.50
059-466-005-000	D1	\$276.50
059-466-006-000	D1	\$276.50
059-466-007-000	D1	\$276.50
059-466-008-000	D1	\$276.50
059-466-009-000	D1	\$276.50
059-466-010-000	D1	\$276.50
059-466-011-000	D1	\$276.50
059-466-012-000	D1	\$276.50
059-466-013-000	D1	\$276.50

## Exhibit B

**City of Calexico CFD No. 2003-1  
FY 2015-2016 Special Tax Levy**

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<u>APN</u>	<u>TAX CLASS</u>	<u>FY 2015-2016 SPECIAL TAX</u>
059-466-014-000	D1	\$276.50
059-466-015-000	D1	\$276.50
059-466-016-000	D1	\$276.50
059-467-002-000	D1	\$276.50
059-467-003-000	D1	\$276.50
059-467-004-000	D1	\$276.50
059-467-005-000	D1	\$276.50
059-467-006-000	D1	\$276.50
059-467-007-000	D1	\$276.50
059-467-008-000	D1	\$276.50
059-467-009-000	D1	\$276.50
059-467-010-000	D1	\$276.50
059-467-011-000	D1	\$276.50
059-467-012-000	D1	\$276.50
059-467-013-000	D1	\$276.50
059-467-014-000	D1	\$276.50
059-467-015-000	D1	\$276.50
059-467-016-000	D1	\$276.50
059-467-017-000	D1	\$276.50
059-467-018-000	D1	\$276.50
059-467-019-000	D1	\$276.50
059-467-020-000	D1	\$276.50
059-467-021-000	D1	\$276.50
059-467-022-000	D1	\$276.50
059-467-023-000	D1	\$276.50
059-467-024-000	D1	\$276.50
059-467-025-000	D1	\$276.50
059-467-026-000	D1	\$276.50
059-530-001-000	D2	\$235.02
059-530-002-000	D2	\$235.02
059-530-003-000	D2	\$235.02
059-530-004-000	D2	\$235.02
059-530-005-000	D2	\$235.02
059-530-006-000	D2	\$235.02
059-530-007-000	D2	\$235.02
059-530-008-000	D2	\$235.02
059-530-009-000	D2	\$235.02
059-530-010-000	D2	\$235.02
059-530-011-000	D2	\$235.02
059-530-012-000	D2	\$235.02
059-530-013-000	D2	\$235.02
059-530-014-000	D2	\$235.02
059-530-015-000	D2	\$235.02
059-530-016-000	D2	\$235.02
059-530-017-000	D2	\$235.02
059-530-018-000	D2	\$235.02
059-530-019-000	D2	\$235.02

## Exhibit B

City of Calexico CFD No. 2003-1  
FY 2015-2016 Special Tax Levy

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<u>APN</u>	<u>TAX CLASS</u>	<u>FY 2015-2016 SPECIAL TAX</u>
059-530-020-000	D2	\$235.02
059-530-021-000	D2	\$235.02
059-530-022-000	D2	\$235.02
059-530-024-000	D2	\$235.02
059-530-025-000	D2	\$235.02
059-530-026-000	D2	\$235.02
059-530-027-000	D2	\$235.02
059-530-028-000	D2	\$235.02
059-530-029-000	D2	\$235.02
059-530-030-000	D2	\$235.02
059-530-031-000	D2	\$235.02
059-530-032-000	D2	\$235.02
059-530-033-000	D2	\$235.02
059-530-034-000	D2	\$235.02
Total Number of Parcels Taxed		<b>578</b>
Total FY 2015-2016 Special Tax		<b>\$213,399.64</b>

AGENDA  
ITEM

**12**



# AGENDA STAFF REPORT

**DATE:** July 7, 2015  
~~June 16, 2015~~

**TO:** Mayor and City Council

**APPROVED BY:** Richard N. Warne, Interim City Manager *RNW*

**PREPARED BY:** Michael J. Bostic, Interim Chief of Police *MJB*  
Jesus J. Serrano, Lieutenant *JJS*

**SUBJECT:** Purchase Five-Year Service Agreement for the Care and Maintenance of the City-Wide Security Surveillance System.

=====

## Recommendation:

Purchase five-year service agreement for the Care and maintenance of the City-Wide Security Surveillance System.

## Background:

With the implementation of the City-Wide Security Surveillance System, the System is going to require care and maintenance. As systems are brought in line and are being use, the system develops issues with conductivity, hardware upgrades and software updates. For all system there has to be constant maintenance in order to work as they are intended.

## Discussion & Analysis:

The City-Wide Surveillance System is going to be a top of the line surveillance system, which has several components. The service plan in this service agreement offered by Convergent Technologies would provide the following:

- Preventive Maintenance
- Comprehensive Labor Coverage
- Comprehensive Component Coverage
- Remote On-Line Diagnostics
- Staff Training
- Annual Software Support
- ICare Executive Software System
- 2-3 Business Response

AGENDA  
ITEM

12

Due to the importance of the City-Wide Surveillance System, it is imperative that the system be operational 24 hours a day, 7 days a week. The system

has to be reliable at all times, since we cannot predict when an incident is going to occur. This service plan has a remote on-line diagnostic component to prevent failures of the system during crucial times.

On most systems the reliability of any system is always linked to the level of preventive maintenance and care given to the system. This service agreement will ensure that the City-Wide Security Surveillance System will be operating in optimum efficiency

**Fiscal Impact:**

The Calexico Police Department has allocated \$139,888 in five yearly payments for a total of \$694,440 for the care and maintenance of the City-Wide Security Surveillance system. The Calexico Police Department will allocate the \$139,888 yearly from both General Fund and Asset Forfeiture Fund.

**Coordinated With:**

None.

**Attachment:**

1. Copy of the City of Calexico City-Wide Video Surveillance System Customer Support Program.



May 21, 2015

Chief Michael Bostic  
420 East 5th Street  
Calexico, CA 92231

Reference: City of Calexico's City-Wide Video Surveillance, Customer Support Program 5016210142

Thank you for considering Convergint Technologies as your security service provider of choice. The intent of this Customer Support Program (CSP) is to assist you in maintaining your installed video security system and minimize system malfunctions and associated downtime. Our goal is to work with you to maintain the integrity of the system, prolong the life of your investment, and to assist you in providing a safe and secure environment for your community.

Convergint Technologies is committed to providing long-term customer satisfaction and support for the City of Calexico well beyond the initial system installation. All Convergint installations include a standard warranty against all defects in material workmanship for a period of one (1) year as well as the following services:

- / Standard Product Warranty
- / 3-5 Business Day Response
- / Standard T&M Rates

Convergint Technologies has structured the following additional and customizable services for a 5 year service plan as part of this CSP Agreement for the City of Calexico. These services are described in great detail in the following pages.

- Preventative Maintenance
- Comprehensive Labor Coverage
- Comprehensive Component Coverage
- Remote On-Line Diagnostics
- Staff Training
- Annual Software Support
- iCare Executive
- 2-3 Business Day Response

## Optional CSP Service Offerings

### ***Preventive Maintenance***

***Included***

The Preventative Maintenance program will consist of quarterly site visits to perform visual inspection and cleaning of all camera lenses/housing to the City's new 43 cameras. In addition, Convergent will dispatch a Technical Specialist for an 8 hour visit per quarter to work on the security system head-end at the Calexico Police Station. During this time, the Technical Specialist will perform a health check of the security system including making necessary adjustments to the video management system, storage, encoders, switches and other existing video security equipment, deployed by Convergent, to ensure they are functioning correctly in accordance with manufacturer's guidelines.

### ***Comprehensive Labor Coverage***

***Included***

This option will allow the City of Calexico the opportunity to mitigate financial risk associated with service and repair labor for a period of 5 years by providing comprehensive labor coverage upfront for the equipment identified in the attached equipment list of this agreement. Labor coverage to include : 1) Non-Emergency Service Calls, 2) System Troubleshooting & Diagnostics, and 3) Component Repair Labor.

**Note:** This labor coverage will be provided during normal business hours (Monday - Friday 8:00 AM to 5:00 PM)

### ***Comprehensive Component Coverage***

***Included***

This option will allow the City of Calexico the opportunity to mitigate financial risk associated with the replacement of failed system components for a period of 5 years by providing comprehensive component coverage for the equipment identified in the attached equipment list of this agreement.

**Note:** Components will be replaced with similar technology available at the time of such replacement. Technology upgrades or system enhancements are not included as part of this coverage option.

### ***Remote On-Line Diagnostics***

***Included***

Convergent will utilize an industry standard authentication technology to remotely access your security system and potentially resolve technical issues in real time resulting in a savings of both time and system downtime. A Convergent Support Specialist, with the support of a screen sharing session, will work directly with your personnel for initial call support and troubleshooting. If the issue can not be resolved on-line, a more refined service response will result including the

### ***Staff Training***

***Included***

Convergent Technologies provides on-going security system training services for your staff. Annually, Convergent will provide 2 days of training designed to improve the knowledge and efficiencies of your security staff. Training will be customized to your specific facility and system and will typically include the following topics: on-site operator training, system architecture, overall system operation, alarm response procedures, trouble shooting techniques, management report generation, etc. The benefit of this training is that your staff will become more familiar and comfortable with the security system, and be able to respond effectively and efficiently to alarm situations.

## Optional CSP Service Offerings

### ***Annual Software Support***

***Included***

Convergent Technologies will provide the City of Calexico a comprehensive security software support plan that allows them to keep pace with all software revisions and advancements as they are made available by manufacturers. Such revisions will keep your installed system operating with the latest technology. Software upgrades typically occur annually, however many times they have been released several times throughout a given calendar year. With the proliferation of technology, Software support is invaluable to those customers desirous of keeping their systems current. Covered software is identified in the equipment list of this proposal.

### ***iCare Executive***

***Included***

This value added online service tool will allow the City of Calexico the ability to initial and track all services requests online and will also include Real-time Status, Metric and Custom reports, access to My Document Library (i.e. document sharing platform), Intranet and Internet Links, Administrative Privileges and Email Notifications providing the City a simple portal for complete transparency in the management of this program.

### ***2-3 Business Day Response***

***Included***

After a service call is placed under this Customer Support Program, Convergent Technologies will respond (on-site) to customer service calls within 2-3 business days, Monday through Friday 8:00 AM to 5:00 PM. Any service calls which can be handled remotely will be performed no later than next business day.

### ***T&M Rates***

***Included***

For any work to be performed outside the scope of this CSP, such as service calls for equipment installed by others, Convergent has prepared the below listed fixed rates for the City of Calexico. All on-site service calls will be billed with a 4 hour minimum and will require a truck charge. Remote service calls will be billed with 1 hour minimum. All work requiring a bucket truck will require 2-man crew for safety and will require a bucket truck charge. Rates subject to annual adjustment not to exceed 3%.

Hardware Technician:	\$135/hour
Software Specialist:	\$155/hour
Truck Charge:	\$45/day
Bucket Truck Charge:	\$150/day



# Equipment List

Manufacturer	Part Number	Description	Qty
3M	75-0302-2045-5	1 P492 or 1 P382 line board	3
3M	75-0302-2055-4	2 P392+ line board	3
3M	75-0302-2230-3	Mounting Bracket needed for Fixed Cameras (P392+, P492, and P382)	9
3M	75-0302-3541-2	(P492) 3M Fixed Wide Lane ALPR Camera provides IR and color overview image capture capabilities. Contains on-board illumination, integrated ALPR processor, 8GB compact flash storage, and OCR engine	9
3M	75-0302-3686-5	Maint Pkg- P492 (per cam) BO Annual	9
Cisco Systems	WS-C3560V2-24PS-S	Catalyst 3560V2 24 10/100 POE + 2 SFP + IPB (Standard) Image	3
Ergotron Inc.	A 05327556	Desk Mount LCD Monitor Arm - holds up to 27 in. to 20lbs.	1
Firetide	7020	HotPort 7020, Outdoor MIMO-802.11n capable, Dual Radio, Tri Band Spectrum 2.4 GHz/4.9 GHz/5 GHz, 400 mW, Wireless Mesh Node. 5 meter North America AC power cable, six 2.4 GHz 5 dBi antennas, six 5 GHz 5 dBi antennas, 3 RJ45 weatherized ethernet connectors documentation CD and hardware installation guide. Only single radio enabled. Second radio enabling requires purchase of SW-7000-RADIO-1. 11n - MIMO functionality requires purchase of SW-7000-MIMO license	31
Firetide	AP20-050-MIMO-19	20 degrees patch antenna 3x3 MIMO, 4.9 - 6.1 capable	45
Firetide	SW-7000-MIMO	Firetide 7000 Series MIMO License (ELECTRONIC LICENSE) - Allows user to enable and use the MIMO functionality (11n) on the Firetide 7000 series product for a single node.	31
Firetide	SW-7000-RADIO-1	Firetide 7000 Series Radio License (ELECTRONIC LICENSE) - Allows user to enable and use the second radio in the Firetide 7000 series product for a single node.	14
GE	300380501	Ethernet Switch POE, Midspan, 16 Port, 15.4W per port	3
Indigo Vision	IV-NVR 12 DISK	Enterprise NVR-AS 4000 RA40TB Windows, 12 Disk RAID 6, 2U Rack Mount (up to 500Mbps) + hardware pro support	1
IndigoVision	110084	Pendant PTZ Dome Wall Mount	22
IndigoVision	110096	Pendant PTZ Dome Pole Mount Adapter	19
IndigoVision	417821	* 12 months SUP for Enhanced Management Software per channel	59
IndigoVision	561250	BX100 Four Channel Encoder Box with Audio	12
IndigoVision	561748	BX600 HD Fixed Camera, 3x AF Lens 3-9mm, Day/Night, PoE, Remote Zoom/AutoFocus (NTSC Regions)	6
IndigoVision	561798	BX500 HD PTZ External Pendant, 20x Lens (NTSC Regions) (6m cable)	37
LG	001676835	LG 24M34D-B 24in 1920x1080 Widescreen monitor	2
LG	A03872579	LG 47WS50MS 47in 1920x1080 LED Display	2
Peerless	000004968	Peerless Smartmount universal tilt wall mount ST650 - Mounting Kit	2
Salient	CVD-00500	Dell Workstation, 500GB	2
X-ANXT	MISC-HARDWARE	MISC-HARDWARE	38
X-Scan	CB-025-N-MIMO	MIMO ANT CABLE ASMBLY, 3IN1 2.5METER/LIGHTNING SUP/N-TYPE	45

## Terms and Conditions

1. Throughout this CSP Proposal, the term, "Convergent" refers to the Convergent Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergent Technologies LLC", "Convergent Technologies LP" or "Convergent Technologies LTD".
2. This CSP Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the services set forth in the attached scope of work ("Services"). The signed CSP Proposal represents the entire agreement between Convergent and Customer (the "Agreement") and may only be amended by a written document signed by both Convergent and Customer. The term of this Agreement will begin on the Services commencement date as specified in the attached scope of work ("Start Date") and continue for the period of time as specified in the attached scope of work ("Duration"). At the end of the Duration of this Agreement, the Agreement will renew automatically from year to year until terminated by either party with written notice to the other party thirty (30) days prior to the renewal date. Convergent reserves the right to modify the annual CSP Program Cost with notice to Customer prior to the end of any term of this Agreement. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.
3. This Agreement assumes the systems covered are in maintainable condition. If repairs are found necessary upon initial inspection by Convergent, a separate proposal for repair will be submitted for approval. Should this separate proposal be declined, all non-maintainable items will be removed from this Agreement and the CSP Program Cost adjusted accordingly.
4. Customer agrees at no cost to Convergent:
  - A. To provide access to all areas of the facility for the equipment identified in and/or relating to the List of Covered Equipment (as specified in the attached scope of work);
  - B. To supply electrical service as required by Convergent; and
  - C. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.
5. It is understood that repair, replacement and emergency service provisions apply only to the systems and equipment covered by this Agreement and identified in the List of Covered Equipment. Repair or replacement of non-maintainable parts of the systems such as, but not limited to, unit cabinets, insulating materials, electrical wiring, structural supports and other non-moving parts, is not included in this Agreement.
6. If UL Listed Monitoring is purchased, Customer shall be required to provide the account setup information contained in the Convergent Technologies Monitoring Service Agreement. Customer will also be required to execute the Convergent Technologies Monitoring Service Agreement prior to the implementation of monitoring service.
7. In the event that the systems, equipment or components included in the List of Covered Equipment are modified, repaired, have a peripheral device attached to them, or are adjusted (hardware or software) by someone other than a Convergent representative after the Start Date of this Agreement (hereinafter "Modification Event"), Convergent shall have the right to exercise any or all of the following options in response to this Modification Event:
  - Require that the Covered Equipment impacted by the Modification Event be subject to reacceptance testing by Convergent;
  - Require removal of the Covered Equipment impacted by the Modification Event from the List of Covered Equipment, so that the Services hereunder will not apply to such equipment;
  - Require termination of this Agreement upon thirty (30) days notice to Customer, at Convergent's option.
8. In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where such Services are to be performed, Convergent is entitled to stop providing its Services at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent, in its sole discretion, shall determine when it is "safe" to return to providing its Services at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.
9. Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure event. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to a Force Majeure event, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.
10. This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Services are being performed.
11. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If Customer is overdue in its payment to Convergent, Convergent has the right to suspend performing the Services hereunder, and charge an interest rate of 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.
12. Any equipment or products installed by Convergent in the course of providing the Services hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request by Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.
13. Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGINT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CONVERGINT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT.

It is understood and agreed by the parties hereto that Convergent is or may be providing monitoring and or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergent's indemnification obligation pursuant to Section 13 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergent.

14. Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder

	Statutory Limits
Worker's Compensation	\$1,000,000 per occurrence /aggregate
Employer's Liability	\$1,000,000 per occurrence
Commercial General Liability	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$4,000,000 per occurrence/aggregate

All insurance policies carried by Convergent hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

15. In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

16. Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergent.

17. Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown. All notices shall be effective upon receipt by the party to whom the notice was sent.

18. A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

19. Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.

Version 1.06/07.10.2010

AGENDA  
ITEM

**13**

**City Council Reorganization:**

Appointment of Mayor/Chairman of the City of Calexico/Calexico  
Community Redevelopment Agency Successor Agency for the Year  
2015-2016

AGENDA  
ITEM

**14**

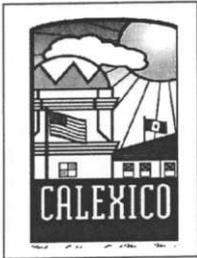
**City Council Reorganization:**

Appointment of Mayor Pro Tem/Vice Chairman of the City of  
Calexico/Calexico Community Redevelopment Agency Successor  
Agency for the Year 2015-2016

- ❖ Comments by Outgoing Mayor and Mayor Pro Tem.
- ❖ Comments by Incoming Mayor and Mayor Pro Tem.

AGENDA  
ITEM

**15**



# AGENDA STAFF REPORT

**DATE:** July 7, 2015

**TO:** Mayor and City Council

**APPROVED BY:** Richard N. Warne, City Manager *RNW*

**PREPARED BY:** Julia R. Osuna, Economic Development Manager *JRO*

**SUBJECT:** Authorization to Execute a Non-exclusive Lease License with Catholic Charities Located at 707 Dool Ave., Senior Hall, Recreation Center

=====

## Recommendation:

Authorization to execute a Non-exclusive Lease License with Catholic Charities located at 707 Dool Ave., Senior Hall, Recreation Center.

## Background:

The City of Calexico and Catholic Charities entered into a Non-exclusive License Agreement dated August 1, 2010. Catholic Charities licenses part of the Senior Hall to serve meals to senior citizens. The contract expired on June 30, 2015.

## Discussion & Analysis:

The new license agreement will be for one year and will expire on June 30, 2016, but may automatically be renewed for an additional year if funding is granted. If funding is granted, the rents will increase to \$1100.00 a month and renew from July 1, 2016 to June 30, 2017. If funding is not granted, Catholic Charities will notify the City 30 days prior to the expiration date.

## Fiscal Impact:

\$12,600 annual rents. Funds are deposited to General Fund.

## Coordinated With:

City Manager's Office.

## Attachments:



## NON-EXCLUSIVE LICENSE AGREEMENT

This Non-Exclusive License Agreement ("Agreement") is made between the CITY OF CALEXICO ("City"), hereinafter from time to time referred to as "GRANTOR" and CATHOLIC CHARITIES, hereinafter referred to as "GRANTEE."

### 1. DESCRIPTION

GRANTOR hereby rents to GRANTEE, and GRANTEE hereby rents from GRANTOR that certain real property located at 707 Dool Ave., Calexico, California, otherwise known as the Senior Citizen Hall ("Premises").

### 2. TERM

GRANTEE has access to the Premises from 9:00am through 1:30pm, Monday through Friday, for the period beginning July 1, 2015 through June 30, 2016. This lease may automatically renew for an additional year if funding is granted. If funded, this agreement will renew automatically renew from July 1, 2016 to June 30, 2017. If funding is not granted Catholic Charities will notify GRANTOR 30 days prior to expiration date of June 30, 2016.

GRANTEE shall not have access to the Premises outside of the hours listed above without the express written consent of GRANTOR. GRANTEE understands that the Premises may be used for other purposes by the City or other parties outside the hours allotted to GRANTEE under this Agreement.

### 3. RENT

The rent for the Premises for the term as set forth at Paragraph 2 above, is One Thousand Fifty Dollars \$1050.00 per month from July 1, 2105 through June 30, 2016. If funding is granted the rents will increase to be One Thousand One Hundred Dollars \$1100.00 a month and renew from July 1, 2016 to June 30, 2017. Payment is due and payable on the first day of each month during the term of this Agreement.

If Grantee's intention are not to renew this License, at least thirty days (30) days prior to the expiration of the Initial Term or any Renewal Term.

All payments shall be delivered to: City of Calexico, 608 Heber Ave., Calexico, CA 92231

GRANTEE hereby acknowledges that late payment by GRANTEE to GRANTOR of rent and other sums due hereunder will cause GRANTOR to incur costs not contemplated by this Agreement. Accordingly, in the event GRANTEE is delinquent in remitting the rent due in accordance with the rent provisions of this Agreement, GRANTEE shall pay, in addition to the unpaid rent, five percent (5%) of the delinquent rent. If rent is still unpaid at the end of fifteen (15) days, GRANTEE shall pay an additional five percent (5%), for total of ten percent (10%). The parties hereby agree that said late charges are appropriate to compensate GRANTOR for loss resulting from rent delinquency including, without limitation, lost interest, opportunities, legal costs, and the cost of servicing the delinquent account. Acceptance of such late charges and any portion of the late payment by GRANTOR shall in no event constitute a waiver of GRANTEE's default with respect to such overdue amount, nor prevent GRANTOR from exercising any of its other rights and remedies.

All payments by GRANTEE to GRANTOR shall be by a good and sufficient check. No payment made by GRANTEE or receipt or acceptance by GRANTOR of a lesser amount than the correct amount of rent

due under this Agreement shall be deemed to be other than a payment on account of the earliest rent due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and GRANTOR may accept such check or payment without prejudice to GRANTOR's right to recover the balance or pursue any other available remedy.

#### **4. SECURITY/CLEANING DEPOSIT**

A security/cleaning deposit of nine hundred fifty dollars (\$950) was paid on execution of the initial Agreement ("Deposit"). The Deposit shall be held until the return of keys. Costs incurred by the GRANTOR to return the Premises to the same condition as prior to the commencement of this Agreement shall be deducted from the Deposit.

#### **5. PARKING**

GRANTEE's use of the property shall include the parking at the Premises.

#### **6. USE AND OCCUPANCY**

GRANTEE is renting the Premises in its present condition. GRANTEE shall use and occupy the Premises for the purpose of as noted on Exhibit "A" herein incorporated into this Agreement. The Premises shall be used for no other purpose without the written consent of GRANTOR.

#### **7. UTILITIES**

GRANTOR shall, at its sole expense, pay all utilities and services furnished to the Premises during the term hereof. In the event GRANTEE desires telephone or other communication available at the Premises, GRANTEE shall pay all such expenses.

#### **8. DAMAGES**

GRANTEE is responsible for and shall reimburse the GRANTOR for any personal injury or property damage, or loss or liability of any kind incurred by GRANTOR as a result of any of the activities of GRANTEE or of GRANTEE'S guests or members, incurred in connection with GRANTEE'S use of the Premises. This includes, but is not limited to, cost to have chairs cleaned, tables repaired, and custodial time to clean the Premises if needed.

#### **9. HOLD HARMLESS**

GRANTEE shall defend, hold harmless, and indemnify City, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees retained by City, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of City) being damaged by the negligent acts, willful acts, or errors or omissions of the GRANTEE or any person employed under GRANTEE, or any other individual in any capacity related to arising out of the use of the Premises as set forth in Item 6 above, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of City.

#### **10. INSURANCE**

At the sole discretion of the City, upon execution of this Agreement GRANTEE may be required to provide proof of insurance. Insurance coverage must be from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this Agreement. Commercial Liability Insurance and other insurance necessary to protect the City and the public with limits of liability of not less than one million dollars (\$1,000,000) combined single limit bodily and property damage; such insurance shall be primary as to any other insurance maintained by the City. All insurance shall include an endorsement or an amendment to the policy of insurance which names City of Calexico, its elected officials, officers, employees, agents, and volunteers as additional insured and

provides that the coverage shall not be reduced or canceled without 30 days written prior notice certain to the City.

**11. RESPONSIBILITY OF GRANTEE**

The GRANTEE agrees to assume full responsibility for the conduct of its members, agents, participants, customers, employees and guests, and all other persons who visit or use the facility in connection with GRANTEE's rental thereof.

**12. TERMINATION** thirty (30) days written notice. In addition, the GRANTOR may immediately terminate this Agreement, without further notice, if GRANTOR does not receive payment of rent by the 15<sup>th</sup> of the month on which rent is due.

**13. NOTICES**

All notices required by this Agreement to be given to either party may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to either party as set forth below and, in that event, notice shall be deemed to have been given three (3) days after mailing.

If to GRANTOR:

**City Manager  
608 Heber Avenue  
Calexico, CA 92231**

**Finance Director  
608 Heber Avenue  
Calexico, CA 92231**

If to GRANTEE:

**Sister RayMonda DuVall  
Executive Director  
349 Cedar Street  
San Diego, CA 92101**

**14. ASSIGNMENT, SUBAGREEMENT, ENCUMBRANCE**

GRANTEE shall not encumber this Agreement, the Premises thereof and the improvements thereon by a deed of trust, mortgage, or any other security instrument without the express written consent of GRANTOR, obtained in each instance in accordance with GRANTOR policies. Furthermore, neither the whole nor any part of the Premises nor any of the rights or privileges granted by this Agreement shall be assignable or transferable in any way without such consent. Nor shall GRANTEE grant any permission to any other person to occupy any portion of the Premises without such consent. Any such purported assignment, transfer, subagreement, encumbrance, or permission given without such consent shall be void.

**15. INUREMENT**

Subject to the restrictions on assignments as herein contained, this Agreement shall inure to the benefit of, and shall be binding upon the assigns, successors in interest, personal representatives, estates, and heirs of the respective parties hereto.

#### **16. POSSESSORY INTEREST**

California Revenue and Taxation Code Section 107.6 requires that every state or public entity Agreement include a paragraph that states that GRANTEE recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the GRANTEE may be subject to the payment of property taxes levied on such interest. GRANTEE believes and may very well be correct, that no tax may be assessed against its consular post because it is exempt. Regardless of whether or not a tax can be assessed, this provision is left in the Agreement merely to satisfy the requirements of California Revenue and Taxation Code. GRANTOR acknowledges that GRANTEE may be exempt from such taxation.

#### **17. DEFAULT**

covenants, or conditions hereof, and said default is not cured within ten (10) days after written notice thereof, this Agreement shall immediately terminate and GRANTEE shall have no further rights hereunder and shall immediately remove from said Premises; and GRANTOR may immediately thereupon, without recourse to the courts, have the right to reenter and take possession of said Premises. GRANTOR shall further have all other rights and remedies as provided by law, including without limitation the right to recover damages from GRANTEE in the amount necessary to compensate GRANTOR for all the detriment and damages proximately caused by GRANTEE's failure to perform its obligations under this Agreement or which in the ordinary course of things would be likely to result therefrom.

#### **18. LIENS**

GRANTEE shall keep the Premises free and clear of any mechanics liens and and/or materialmen's liens arising out of any improvements, repairs, or alterations to the Premises performed by or on behalf of GRANTEE. GRANTEE agrees that it will at all times indemnify, defend and hold harmless the GRANTOR, its elected officials, officers, employees, agents, and volunteers from and against any and all mechanics' liens and/or materialmen's liens arising out of, related to, or in any way connected with, directly or indirectly, any improvements, repairs, or alterations to the Premises performed by or on behalf of GRANTEE.

#### **19. SUBORDINATION**

GRANTEE accepts this Agreement subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Premises, or upon the building and to any renewals, refinancing and extensions thereof, but GRANTEE agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Agreement on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. GRANTOR is hereby irrevocably vested with full power and authority to subordinate this Agreement to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Premises, and GRANTEE agrees upon demand to execute such further instruments subordinating this Agreement or attorning to the holder of any such liens as GRANTOR may request. In the event that GRANTEE should fail to execute any instrument of subordination herein required to be executed by GRANTEE promptly as requested, GRANTEE hereby irrevocably constitutes GRANTOR as its attorney-in-fact to execute such instrument in GRANTEE's name, place and stead, it being agreed that such power is one coupled with an interest. GRANTEE agrees that it will from time to time upon request by GRANTOR execute and deliver to such persons as GRANTOR shall request a statement in recordable form certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Agreement

have been paid, stating that GRANTOR is not in default hereunder (or if GRANTEE alleges a default stating the nature of such alleged default) and further stating such other matters as GRANTOR shall reasonably require.

#### **20. BANKRUPTCY**

In the event that a petition is filed by or against GRANTEE (i) in any bankruptcy or other insolvency proceeding; (ii) seeking any relief under any state or federal debtor relief law; (iii) for the appointment of a liquidator or receiver for all or substantially all of GRANTEE's property or for GRANTEE's interest in this Agreement; or (iv) for the reorganization or modification of GRANTEE's capital structure, this Agreement shall at the option of GRANTOR immediately terminate and all rights of GRANTEE hereunder shall immediately cease and terminate.

#### **21. HOLDOVER**

This Agreement shall terminate without further notice at expiration of the term. Any holding over by GRANTEE after either expiration or termination shall not constitute a renewal or extension or give GRANTEE any rights in or to the Premises. If GRANTEE, with the prior written consent of GRANTOR, remains in possession of the Premises after expiration of the term or after the date in any notice given by GRANTOR to GRANTEE terminating this Agreement, then such possession by GRANTEE shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' notice which may be given at any time by either party.

The foregoing provisions of this section are in addition to and do not affect GRANTOR's rights hereunder or as otherwise provided by law or in equity. GRANTEE shall indemnify and hold GRANTOR harmless from any loss or liability resulting from any delay by GRANTEE in surrendering the Premises, including, without limitation, any claims made by any succeeding GRANTEE based on such delay.

#### **22. ACCEPTANCE OF PREMISES**

By accepting and executing this Permit, GRANTEE represents and warrants that it has independently inspected the Premises and made all tests, investigations and observations necessary to satisfy itself of the condition of the Premises. GRANTEE agrees it is relying solely on such independent inspection, tests, investigations and observations in making this Permit. GRANTEE also acknowledges that the Premises are in the condition called for by this Permit, that GRANTOR has performed all work with respect to Premises, and that GRANTEE does not hold GRANTOR responsible for any defects in the Premises. GRANTEE furthermore accepts and shall be responsible for any risk of harm to any person and property, including without limitation employees of GRANTEE, from any latent defects in the Premises.

#### **23. ATTORNEY'S FEES AND COSTS**

The remedies provided herein are cumulative and may be enforced separately or concurrently. Should GRANTOR be compelled to institute any legal action to enforce any of the terms, covenants or conditions hereof, then in the event of the termination of said proceedings in the GRANTOR's favor, the GRANTEE hereby agrees to pay such sums as the court may deem reasonable on account of the GRANTOR's attorney's fees.

#### **24. JURISDICTION AND VENUE**

This Agreement shall be governed by the laws of the State of California. Any disputes arising to litigation shall be resolved in the Superior Court of Imperial County.

#### **25. REPRESENTATIONS AND WARRANTIES**

GRANTOR and GRANTEE represent and warrant to each other that they have power adequate for the execution, delivery and performance of their respective obligations under this Agreement.

**26. ENTIRE DOCUMENT**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it as it relates to all prior and contemporary agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all of the parties. No waiver of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, nor shall it be binding unless executed in writing by the party making the waiver.

**27. SEVERANCE**

If any provision of this lease is determined to be void by a court of competent jurisdiction, then such determination shall not affect any other provision of this lease, and all such other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on this \_\_\_\_ day of July 2015.

**GRANTEE –**

Sister RayMonda Duvall  
Print Name

Catholic Charities, Diocese of San Diego  
Company, if applicable

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**GRANTOR - CITY OF CALEXICO**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Attention! (The California Government Code requires that all Leases of the City of Calexico property be recorded at the Office of the County Recorder. Therefore, the signatures on this page must be notarized.)

## EXHIBIT A

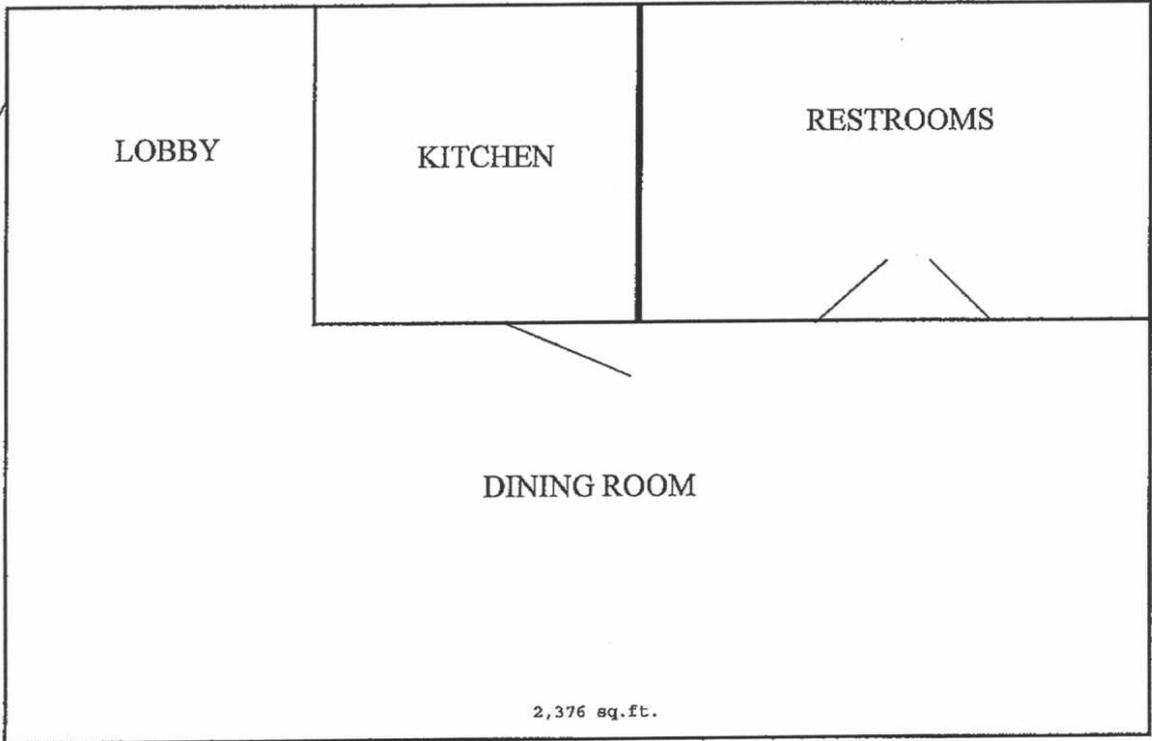
### USE AND OCCUPANCY

The use of the Premises by GRANTEE shall be limited to the providing very affordable or free meals to senior citizens. This includes use of the kitchen at the Premises, along with the hall areas for serving meals. In conjunction with use of the Premises, GRANTEE shall also:

- Clean up kitchen, hall and entire Premises after each use
- Set up tables and chairs
- Secure the facilities during and after use
- Set up an extra refrigerator in kitchen area at the sole expense of GRANTEE
- Set up an ice machine in kitchen area at the sole expense of GRANTEE
- Lock up all supplies used by GRANTEE

GRANTOR shall provide:

- Use of Premises, including kitchen facilities.
- A number of tables and chairs
- A key to access the Premises
- Use of a designated storage closet



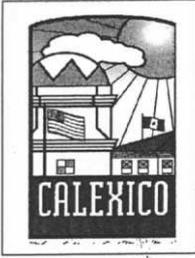
# Calexico Senior Hall

707 Dool, Recreation Department

Exhibit "B"

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# AGENDA STAFF REPORT

**DATE:** July 7, 2015

**TO:** Mayor and City Council

**APPROVED BY:** Richard N. Warne, City Manager *rw*

**PREPARED BY:** Gabriela T. Garcia, Deputy City Clerk *GTG*

**SUBJECT:** Appointments by Mayor and Council Members to Various Commissions:

- a) Council Member Hurtado – Historical Commission
- b) Mayor Pro Tem Kim – Financial Advisory Board
- c) Council Member Real - Arts Commission and Beautification Commission

=====

**Recommendation:**

Staff recommends appointments be made as follows:

- a) Council Member Hurtado – Historical Commission
- b) Mayor Pro Tem Kim – Financial Advisory Board
- c) Council Member Real - Arts Commission and Beautification Commission

**Background:**

In 2005, Council voted to change the way appointments were made to all City boards, commissions, and committees. The new ordinance states that the term of an appointee will run concurrently with the appointing councilmember's term, and the term of the appointee will automatically terminate at the time the election results are certified by the City. (Calexico Municipal Code section 2.19.050).

Pursuant to section 2.19.010, each councilmember will appoint one member to each board, commission or committee. No ratification/approval by the whole Council is required. If after a reasonable amount of time (not to exceed forty-five days after an election is certified or vacancy otherwise exists), a city council member has failed to make an appointment, the appointment will be made by a majority vote of the city council and the appointee shall not be removed from office except by majority vote of the city council. All commissions, boards and committees are now composed of only five members. The criteria for an appointee to hold office is listed below:

To be eligible for, and to hold appointment, each appointee shall neither hold public office, or city employment, nor shall s/he be an officer of any local, state or national partisan official group. All members of commissions, boards and

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committees of the city shall be residents of the city or shall regularly work within the city. Appointee shall be subject to the conflict-of-interest sections of the Political Reform Act of 1974. An individual may serve on only one committee, board or committee at any time and with the exception of the planning commission, which shall receive compensation as determined by the city council, members commissions, boards and committees shall serve without compensation, provided that the city manager or city council may authorize the reimbursement of reasonable expenses incurred by the members in the performance of their duties. (§ 2.19.030.)

**Discussion & Analysis:**

The vacancies in the Street Naming Commission and the Financial Advisory Board came about due to resignation of the commissioners. The position has been advertised for the required ten (10) days. Positions were advertised on the City website, at City Hall and the Camarena Library. No applications were received for vacancies in the Historical, Financial Advisory Board, Arts Commission and Beautification.

**Fiscal Impact:**

None.

**Coordinated With:**

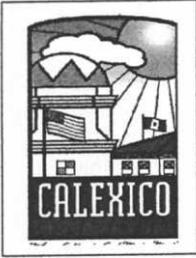
None.

**Attachment:**

None.

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# AGENDA STAFF REPORT

**DATE:** July 7, 2015

**TO:** Mayor and City Council

**APPROVED BY:** Richard N. Warne, City Manager *rw*

**PREPARED BY:** Ralph Morales, Building/Planning/Code Enforcement Manager *[Signature]*

**SUBJECT:** Armory Demolition Bid of Old National Guard Armory Located at the Corner of Sheridan Street and Harold Avenue

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## Recommendation:

The City Council, acting as the Successor Agency of the Calexico Community Redevelopment Agency adopt a resolution approving the Amended Long-Range Property Management Plan pursuant to California Health and Safety Code § 34191.5 and approving certain related actions. Requesting Council to award the low bidder, Whillock Contractors, Inc., in the amount of \$112,354 to demolish the old armory building and remove the asphalt and aggregate gravel base covering on Sheridan Street between Harold Avenue and Ollie Avenue.

## Background:

The existing building sits on a 90,000 square foot lot on the corner of Sheridan Street and Harold Ave adjacent to Heber Park. This property was once used as the Armory, housing the National Guard as well as the Community Center. Since then the building has been vacant and with time has deteriorated. The concrete foundation has separated from the structural footings, the interior concrete slab needs to be removed, plumbing, electrical and kitchen would need to be completely redone. The roof structure and covering were removed due to contamination of asbestos and lead base paint. The current building does not meet the new Title 24 if the State Energy Code. The parking lot would need new lighting, paving and removal of concrete slabs. Renovation of the building would not be cost effective and the most appropriate use of the property is to expand Heber Park for addition Park for additional recreation facilities.

## Discussion & Analysis:

Bids were solicited through a formal bidding process for the demolition of the metal and concrete building, removal of all concrete slabs from the main

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structure and including the two slabs adjacent to the building, removal of the light post pylons, removal of all trees, removal of the asphalt and base of the street located between the park and the old armory building along with curb and gutter; removal of the asphalt and aggregate gravel base covering of the street on Sheridan between Harold and Ollie.

Seven contractors submitted bids. The lowest bid was Whillock Contracting, Inc. at \$112,354.

Asbestos removal and remediation were completed at the time the city acquired the property.

**Fiscal Impact:**

The cost of the demolition will be \$ 112,354. Funding will be provided by the Successor Agency of the Calexico Community Redevelopment Agency.

**Coordinated With:**

City Manager's Office.

**Attachments:**

Bid Tabulation Worksheet.

**BID TABULATION FOR THE DEMOLITION OF  
THE ARMORY STRUCTURE & STREET  
LOCATED AT 210 SHERIDAN, CALEXICO, CA**

1. Whillock Contracting Inc.	\$ 112,354
2. Elms Equipment Inc.	\$ 164,231
3. Cora Construction	\$ 167,000
4. Cadd Works, Inc.	\$ 169,500
5. Unlimited Environmental Inc.	\$ 188,000
6. Command Performance Construction	\$ 192,227
7. Pyramid Construction	\$ 234,150