

**AGENDA
ITEM**

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AGENDA STAFF REPORT

DATE: October 6, 2015

TO: Mayor and City Council

APPROVED BY: Nick Fenley, Acting City Manager 

PREPARED BY: Michael J. Bostic, Chief of Police 

SUBJECT: Resolution of the City Council of the City of Calexico Accepting the State COPS Funds for Fiscal Year 2014-15 - **ADDITIONAL FUNDING**

=====

Recommendation:

Recommend City Council approval for acceptance of additional funding and approval of the Resolution for State COPS.

Background:

For the past fourteen (14) years the Calexico Police Department has received funding from the State of California Citizens' Option for Public Safety (COPS) program. Imperial County administrative staff has advised that a grant of \$100,000 shall be allocated for all valley law enforcement. The Calexico Police Department has already received \$95,796.65 for FY 2014-15. On September 15, 2015, the Imperial County's Administrative office notified the Calexico Police Department that it has been awarded an additional \$20,848.43, for FY 2014-15.

Discussion & Analysis:

Recommend approval and acceptance of Resolution of grant for FY 2014-15. Upon approval of Resolution for acceptance of funds, notification will be made to the County's Administrative Office. These funds will provide salary/benefits, equipment and training for one (1) police officer.

Fiscal Impact:

\$20,848.43 (Revenue).

Coordinated With:

None.

Attachment:

1. Resolution of the City Council of the City of Calexico Accepting the State COPS Additional Funds for Fiscal Year 2014-15
2. Imperial County email to Police Chief Bostic

AGENDA ITEM 13

RESOLUTION NO. 15-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALEXICO ACCEPTING ADDITIONAL FUNDING FROM THE STATE COPS FUNDS FOR FISCAL YEAR 2014-15.

BE IT RESOLVED by the City Council of the City of Calexico as follows:

SECTION 1. The City Council has reviewed and hereby accepts additional funding from State COPS Program for \$20,848.43 for funding of one (1) police officer for one (1) year. The funding will be used as follows:

Salary/Benefits/Training/Equipment for one (1) Police Officer	\$20,848.43
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SECTION 2. The City Council hereby approves the use of the General Revenue Funds to pay for the any matching funds for salary and benefits.

PASSED, ADOPTED, AND APPROVED by the City Council of the City of Calexico at the special meeting this 6th day of October, 2015.

Mayor

ATTEST:

Gabriela T. Garcia, Deputy City Clerk

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

I, Gabriela T. Garcia, Deputy City Clerk of the City of Calexico, do hereby certify that the above foregoing Resolution No. 2015-___, was duly passed and adopted by the City Council of the City of Calexico on this 6th Day of October, 2015 by the following vote to wit:

AYES:
NOES:
ABSENT:

Gabriela T. Garcia, Deputy City Clerk

S E A L

Martha Gomez

From: Graciela Alvarez [GracielaAlvarez@co.imperial.ca.us]
Sent: Tuesday, September 15, 2015 11:55 AM
To: Michael J. Bostic; Martha Gomez
Subject: State COPS 2014-15 Funding

Good morning Chief Bostic,

We have received the check for COPS funding for fiscal year 2014-15. Also, our Auditors Department informed me of an accumulated growth for 2013-15 which benefits the cities with an additional \$20,848.43 for fiscal year 2014-15.

Please let me know if you would like to pick up the check or if you would like for me to mail it out.

If you would like to request the additional funds, we will need a letter and a resolution from City of Calexico to start the process.

Thank you,

Graciela Alvarez
Office Technician
County Executive Office
Tel: (442) 265-1009
gracielaalvarez@co.imperial.ca.us

-----Original Message-----

From: Martha Gomez [<mailto:mgomez@calexico.ca.gov>]
Sent: Monday, August 31, 2015 2:31 PM
To: Graciela Alvarez
Cc: 'Michael J. Bostic'
Subject: State COPS 2014-15 Funding
Importance: High

Find attached a copy of the resolution for COPS funding for FY 2014-15.

Please advised if there is anything else you need from us.

Thank you.

Martha L. Gomez
Executive Assistant
Calexico Police Department
420 E. Fifth Street
Calexico, CA 92231

Tel 760.768.2140, ext. 204
Tel 760.768.4046
Fax 760.357.1241

mgomez@calexico.ca.gov

mgomez@calexicopd.org

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-----Original Message-----

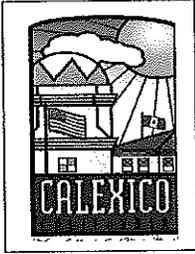
From: mgomez@calexico.ca.gov [<mailto:mgomez@calexico.ca.gov>]
Sent: Monday, August 31, 2015 11:26 AM
To: Martha Gomez
Subject: Message from "RNP00267391CC78"

This E-mail was sent from "RNP00267391CC78" (MP C2503).

Scan Date: 08.31.2015 14:25:41 (-0400)
Queries to: mgomez@calexico.ca.gov

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AGENDA STAFF REPORT

DATE: October 6, 2015

TO: Mayor and City Council

APPROVED BY: Nick Fenley, Acting City Manager

PREPARED BY: Best Best & Krieger LLP, Interim City Attorney

SUBJECT: Resolution No. 2015-___, a Resolution Prescribing the Depositor of City Funds and Prescribing the Method of Drawing Warrants and Checks of the City of Calexico

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Recommendation:

Approve Resolution No. 2015-___, a Resolution Prescribing the Depositor of City Funds and Prescribing the Method of Drawing Warrants and Checks of the City of Calexico.

Background & Discussion:

The City of Calexico's current resolution prescribing the depositor of City funds and prescribing the method of drawing warrants and checks of the City of Calexico, identifies the City Manager and Finance Manager by individual name. This resolution was previously updated on September 1, 2015, due to the departure of the Finance Director/City Treasurer.

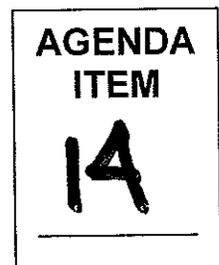
In order to avoid having to continually bring back this resolution to the City Council to replace the two individual City signers, Resolution No. 2015-___ lists only the title of the City Manager and Finance Manager and removes the identification of the City Manager and Finance Director by individual names. As such, except for removing the individual names identified in the City's current resolution, no other changes were made. Wells Fargo Bank, NA, has approved this approach.

Fiscal Impact:

None.

Coordinated With:

Acting City Manager



Attachment:

1. Resolution No. 2015-__ - Resolution Prescribing the Depositor of City Funds and Prescribing the Method of Drawing Warrants and Checks of the City of Calexico

RESOLUTION NO. 2015-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALEXICO PRESCRIBING
THE DEPOSITARY OF CITY FUNDS AND PRESCRIBING THE METHOD OF DRAWING
WARRANTS AND CHECKS OF THE CITY OF CALEXICO**

WHEREAS, The City of Calexico desires to prescribe a method of depositing funds pursuant to Title 5, Division 2, Part 1, Chapter 4, Article 2 (commencing with Section 53630) of the Government Code of the State of California, and drawing warrants and checks pursuant to Section 37203 of the Government Code of the State of California.

WHEREAS, The City desires to designate the official depository of said funds.

NOW, THEREFORE, be it resolved by the City Council of the City of Calexico that Wells Fargo Bank, N.A., is hereby designated as the depository of funds of the City of Calexico for the payroll account and the general account respectively, and that from time to time the City shall, in accordance with Government Code Section 53651, deposit idle cash funds with the institution in the form of eligible securities.

BE IT FURTHER RESOLVED, that the City Manager or his/her designee is hereby authorized to deposit and withdraw idle cash funds with institutions other than Wells Fargo Bank, N.A., in accordance with the City's Investment Policy in effect at the time and that financial institutions are hereby requested, authorized and directed to honor all checks, drafts, or other order for payment of money drawn in this corporation's name on the Payroll Account (including those drawn on the individual order name of any person or persons whose names appear thereon) when hearing, the dual facsimile signatures of the following:

**CITY MANAGER
FINANCE MANAGER**

And the financial institutions shall be entitled to honor and charge this corporation for all such checks, drafts, or other orders for payment of money, regardless of by whom or by the means the actual purported facsimile signature or signatures thereon may have been affixed thereto, if such signatures resemble the facsimile specimens filed with these institutions from time to time; and

FURTHER RESOLVED, that all checks of the City of Calexico hereafter drawn shall be required to bear only the manual signatures of the City Manager and Finance Manager thereon.

FURTHER RESOLVED, that the bond of the City Manager and the Finance Manager of the City of Calexico be retained at the penal sum of \$50,000.

PASSED, AND ADOPTED, this 6th day of October, 2015.

Joong S. Kim, Mayor

ATTEST:

Gabriela Garcia, Deputy City Clerk

Approved as to form:

Best Best & Krieger LLP, Interim City Attorney

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

I, Gabriela Garcia, Deputy City Clerk for the City of Calexico, do hereby certify the foregoing Resolution No. 2015-__ was adopted by the City Council in a regular session held on the 6th day of October, 2015, by the following vote to wit:

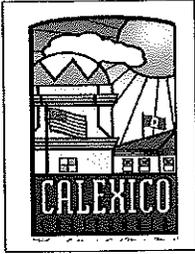
AYES:
NOES:
ABSENT:
ABSTAIN:

Gabriela Garcia, Deputy City Clerk

SEAL

**AGENDA
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AGENDA STAFF REPORT

DATE: October 6, 2015

TO: Mayor and City Council

APPROVED BY: Nick Fenley, Acting City Manager

PREPARED BY: Nick Fenley, Acting City Manager

SUBJECT: Request for funds for services relating to the Christmas Parade by Calexico Chamber of Commerce.

=====

Recommendation:

Approve contracting with Calexico Chamber of Commerce for coordination services related to the Annual Calexico Christmas parade.

Background:

The City ended its allocation to the Calexico Chamber of Commerce for marketing and promotion in June 2012. Subsequently, the City began contracting out the services for the parade with the Chamber of Commerce this same year. The Calexico Chamber of Commerce has provided a proposal annually for the services provided for the parade.

Discussion & Analysis:

The Chamber of Commerce has provided its annual proposal for services relating to the Christmas parade on December 12, 2015. The Chamber proposes the following services:

- Bring together and organize the 2015 Christmas Parade Committee: City of Calexico, Calexico Chamber of Commerce, Calexico Desert Valley Bandits, Los Vigilantes, Calexico Police Department, CBID, Volunteers, and First Meeting should be held on October 8, 2015.
- Publicity-Notifications-Sign-Up: Create Graphic Design and Theme for 2015 Parade, Meet weekly with 2015 Christmas Parade Committee from October 8, 2015 through December 17, 2015, Create Entry Forms and Media Kits, Notify Imperial Valley and Mexicali Schools, Stationary, Flyers, Phone Calls, Postage, Faxes, E-mails, Parade, Route Maps, Staff Hours.

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- Line-Up, Parade Route, Announcement Stations, Receive All Entry Forms, Set Deadlines, Line Up Parade, Parade Route, Organize and Request Platforms, Chairs, Bleachers, Coordinate Announcer Stations, Print Numbers for Entries, Copies of Entries, Prepare Parade Packages and Supplies for Los Vigilantes, Provide ID Badges for Announcers and Volunteers, Create Forms for Judges, Write Scripts for Announcers, Make copies and packets for all involved, Staff Hours.
- Day of Parade: Saturday December 12, 2015
Assist with Parade Line-Up, Work with Judges, Police, City Staff, Los Vigilantes and Volunteers, Provide Updated Scripts to all Announcers, Station #3-Announce Parade, and Staff Hours.
- OTHER: Chamber of Commerce provides Insurance for Desert Valley Border Bandits and extra Insurance for City and Chamber, Will design and create Participation, Certificates for all Parade Participants, Obtain signatures of Desert Bandits President and City of Calexico Mayor. (125 Certificates), provide other supplies as needed: table cloths, sound system, generator, water, background music and Wrap-Up Meeting to be held December 17, 2015 at Chamber Boardroom.

Fiscal Impact:

\$10,000.00

Coordinated With:

City Manager's Office.

Attachment:

1. Service Contract Proposal.

Calexico Chamber of Commerce

Service Contract Proposal

Calexico Christmas Parade

October 8, 2015 to December 17, 2015

The Calexico Chamber of Commerce will perform and provide the following services:

Bring together and organize the 2015 Christmas Parade

Committee:

- *City of Calexico
- *Calexico Chamber of Commerce
- *Calexico Desert Valley Bandits
- *Los Vigilantes
- *Calexico Police Department
- *CBID
- *Volunteers
- *First Meeting should be held on October 8, 2015

Publicity-Notifications-Sign-Up:

- *Create Graphic Design and Theme for 2015 Parade
- *Meet weekly with 2015 Christmas Parade Committee from October 8, 2015 through December 17, 2015.
- *Create Entry Forms and Media Kits
- *Notify Imperial Valley and Mexicali Schools
- *Stationary
- *Flyers
- *Phone Calls
- *Postage
- *Faxes
- *E-mails
- *Parade Route Maps
- *Staff Hours

Continue on page 2

Line-Up, Parade Route, Announcement Stations

- *Receive All Entry Forms
- *Set Deadlines
- *Line Up Parade
- *Parade Route
- *Organize and Request Platforms, Chairs, Bleachers
- *Coordinate Announcer Stations
- *Print Numbers for Entries
- *Copies of Entries
- *Prepare Parade Packages and Supplies for Los Vigilantes
- *Provide ID Badges for Announcers and Volunteers
- *Create Forms for Judges
- *Write Scripts for Announcers
- *Make copies and packets for all involved.
- *Staff Hours

Day of Parade: *Saturday December 12, 2015

- *Assist with Parade Line-Up
- *Work with Judges, Police, City Staff, Los Vigilantes and Volunteers
- *Provide Updated Scripts to all Announcers
- *Station #3-Announce Parade
- *Staff Hours

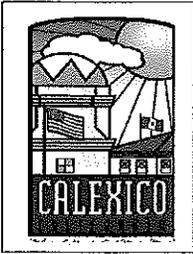
OTHER:

- *We provide Insurance for Desert Valley Border Bandits and extra Insurance for City and Chamber
- *Will design and create Participation Certificates for all Parade Participants. Obtain signatures of Desert Bandits President and City of Calexico Mayor. (125 Certificates)
- *Provide other supplies as needed: table cloths, sound system, generator, water, background music.
- *Wrap-Up Meeting to be held December 17, 2015 at Chamber Boardroom.

TOTAL COST: \$10,000

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AGENDA STAFF REPORT

DATE: October 6, 2015

TO: Mayor and City Council

APPROVED BY: Nick Fenley, Acting City Manager

PREPARED BY: John M. Moreno, Council Member

SUBJECT: Time Limits for City Council Meetings

Recommendation:

Recommendation for Council to approve proposed meeting schedule.

Background:

At the meeting of September 1, 2015, Council Member Moreno suggested placing limits on City Council Meetings. Council Member Moreno expressed concern over the length of the meetings and felt that meetings could end at a more reasonable time.

Discussion & Analysis:

Council Member Moreno suggested a schedule be set up for the meetings. The proposed schedule is as follows:

Closed Session: 5:30 p.m. to 6:30 p.m.
Regular Session: 6:30 p.m. to 9:30 p.m.
Closed Session: 9:30 p.m. to 10:00 p.m. (if needed)

Fiscal Impact:

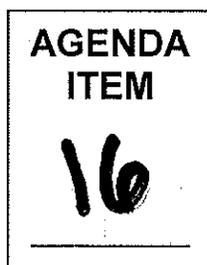
Fiscal Impact would include a reduction of video recording, translation and staff overtime costs.

Coordinated With:

None.

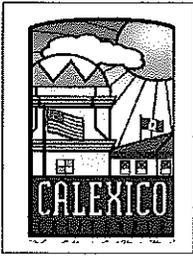
Attachment:

None.



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AGENDA STAFF REPORT

DATE: October 6, 2015

TO: Mayor and City Council

APPROVED BY: Nick Fenley, Acting City Manager

PREPARED BY: Nick Fenley, Acting City Manager
Best Best & Krieger LLP, Interim City Attorney

SUBJECT: Introduction and Waive First Reading of an Ordinance Amending the City's Purchasing Policy and Procedures to Reduce the Purchasing Authority of the City Manager and Make Other Changes to the City's Purchasing Policy and Procedures

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OPTIONS / RECOMMENDATION

The City Council has the following options:

1. Approve the introduction and first reading of the attached Ordinance by title only, and waiving the full reading. The draft Ordinance would adopt the Purchasing Policy and Procedures attached to the Ordinance. The amended Purchasing Policy and Procedures would limit the spending authority of the City Manager and Finance Director to \$10,000, among other changes.
2. Provide alternative direction to City Staff.

BACKGROUND and DISCUSSION

California Government Code sections 54202 and 54203 require the City to adopt, by ordinance, a formal purchasing policy that governs the purchase of supplies and equipment by the City. Pursuant to that mandate, on March 6, 2007, the City Council adopted Ordinance No. 1045, which adopted the City's Purchasing Policy and Procedures that limited the purchasing authority of the City Manager to \$10,000.

On February 18, 2014, the City Council adopted Ordinance No. 1153, which increased the purchasing authority of the City Manager from \$10,000 to \$50,000.

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At its meeting of September 15, 2015, by a vote of 3-1, the City Council moved to reduce the purchasing authority of the City Manager from \$50,000 to \$10,000 through the "re-adoption" of Ordinance No. 1045 which was adopted in 2007. There has been confusion on these specifics, which is the reason this Ordinance is being returned to the City Council for first reading. The attached draft Ordinance is identical to the Ordinance that was adopted in 2007, which limits the authority of the City Manger to \$10,000.

The attached draft Ordinance would adopt Purchasing Policy and Procedures attached thereto (the "Amended Purchasing Policy"), supplanting and replacing the existing Purchasing Policy.

FISCAL IMPACT

None.

Attachment:

1. Ordinance No. _____, adopting the Purchasing Policy and Procedures.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALEXICO, CALIFORNIA, AMENDING THE CITY OF CALEXICO PURCHASING POLICY AND PROCEDURES TO REDUCE THE PURCHASING AUTHORITY OF THE CITY MANAGER AND MAKE OTHER CHANGES TO THE CITY'S PURCHASING POLICIES AND PROCEDURES

WHEREAS, the City of Calexico ("City") is a municipal corporation and general law city organized and existing under the Constitution and laws of the State of California; and

WHEREAS, the City has the authority to enter into contracts to carry out the functions of the City; and

WHEREAS, the City is required, under California Government Code sections 54202 and 54203, to adopt by ordinance a formal purchasing policy governing the purchase of supplies and equipment; and

WHEREAS, the City's existing purchasing policy was adopted by the City Council on February 18, 2014; and

WHEREAS, the City Council desires to revise the existing purchasing policy in the manner reflected in this Ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CALEXICO DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council finds and determines that each of the findings set forth above are true and correct.

SECTION 2. An amended purchasing policy, attached hereto as Exhibit "A," is hereby adopted to establish procedures for the purchase of supplies, equipment, and services, to secure supplies, equipment, and services at the lowest possible cost commensurate with needed quality, to exercise financial control over purchases, define authority for the purchasing function of the City and reduce the purchasing authority of the City Manager.

SECTION 3. The purchasing policy attached hereto as Exhibit "A" shall supersede and replace the prior purchasing policy that was adopted by the City Council on February 18, 2014.

EFFECTIVE DATE: This Ordinance shall become effective thirty days after its adoption; the City Clerk shall certify the adoption of this Ordinance and cause it to be published as required by law.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Calexico on the 6th day of October, 2015; and

THEREAFTER ADOPTED at a regular meeting of the City Council of the City of Calexico, California, on the _____ day of _____, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Joong S. Kim, Mayor

ATTEST:

Gabriela Garcia
Deputy City Clerk

APPROVED AS TO FORM:

Best Best & Krieger LLP
Interim City Attorney

EXHIBIT "A"
CITY OF CALEXICO PURCHASING POLICY & PROCEDURES

ISSUE DATE: _____, 2015

The purpose of this procedure is to provide the City of Calexico a means of assuring continuity and uniformity in its purchasing operation and to define the responsibilities for purchasing supplies, services and equipment for the City of Calexico. The general rule is that a general law City cannot take action except through its City Council. Further, a City cannot be obligated under a contract except through action by its City Council. However, the City Council chooses to create this policy so that certain contracts can be formed and purchases can be made without formal action by the City Council so that the City can operate efficiently. The basic standard that should always prevail is to exercise good judgment in the use and stewardship of City resources, including keeping within the budget authorized by City Council.

The policy outlined herein is to be adhered to by all Departments when procuring supplies, services and equipment. This policy strives to define making the prudent review and internal control procedures and to maintain Department Head responsibility for their budget and flexibility in evaluating, selecting and purchasing supplies, equipment and services.

Unauthorized Purchases

Except for urgencies or other authorized exemptions as stated in these guidelines, no purchase of supplies, services, or equipment shall be made without an authorized purchase order. Unless allowed by some other City Council ordinance, resolution, or law, a purchase or contract formed in violation of this Policy is void. An employee ordering the unauthorized purchase may be subject to reprimand for violation of this policy.

Purchase orders shall be issued prior to ordering supplies, equipment and services and not after the fact for work already done or materials already ordered.

City employees, officers or officials shall not solicit or accept gifts except for those items that can be shared by all staff such as food and flowers. In addition, no employee, officer, or official shall be entitled to any special consideration, i.e. discounts from vendors and merchants in their personal affairs.

Vendor Relations

It is to the City's advantage to promote and maintain good relations with vendors. The Finance Department and Departments' staff shall conduct their dealings with vendors in a professional manner and shall promote equal opportunity and demonstrate fairness, integrity, and courtesy in all vendor relations. When feasible to do so, vendors within the City of Calexico should be utilized for supplies, services and equipment. When determining the lowest responsible bidder, the amount of local City sales tax included in the bid submitted by a local vendor shall be credited by the City against said bid.

EXHIBIT "A"
CITY OF CALEXICO PURCHASING POLICY & PROCEDURES

Purchasing Method

Requirements for certain purchasing dollar limits

Purchasing dollar limits are "per order". This policy specifically prohibits splitting an order to circumvent the specified dollar limits. Departments shall contact the Finance Department to coordinate volume bids of repetitive requirements (i.e., the frequent purchase of items such as chemical, paper goods, etc., which annually exceed the specified limits).

Purchases of Less than \$2,500 – Over-the-Counter

For purchases of less than \$2,500, the authority to award is the Department Head. Comparative pricing is not required but shall be used when practical. Prudent judgment shall be used at all times. All departments may purchase supplies, equipment, and services, of less than \$2,500 without competitive bidding.

Purchase between \$2,500 - \$9,999 – Open Market

For Purchases of between \$2,500 and \$9,999 the authority to award is the City Manager or Finance Director. Department staff shall not award purchase orders for \$2,500 or more without the approval of the City Manager, Finance Director, or Assistant Finance Director, except in the event of an urgency purchase (see Urgency Purchases). All Departments shall obtain three oral or written competitive quotations whenever possible for purchases. The Department should submit a requisition, which includes the recommended vendor, with all supporting documentation to the Finance Department. Supporting documentation shall include competitive price quotes obtained, names of vendors contacted, description of the items required, and certificates of insurance if applicable. The Finance Department should review the recommendation and supporting documentation and may contact additional sources for quotations.

The City Manager, Finance Director, or Assistant Finance Director may award purchase to the lowest responsive and responsible bidder whose quote fulfills the intended purpose, quality, and delivery needs of the solicitation, provided that an appropriation for that item exists. In lieu of awarding the purchase, the City Manager, Finance Director, or designee may reject bids, or may negotiate further to obtain terms acceptable to the city.

Purchases of \$10,000 or More – Formal Bid

Purchases that exceed \$9,999 require a Formal Bid Process and City Council approval. See Informal and Formal Bid Process.

Open Purchase Orders

An Open Purchase Order is an agreement whereby the City contracts with a vendor to provide equipment or supplies on an as-needed and often over-the-counter basis. Open Purchase Orders provide a mechanism whereby items, which are uneconomical to stock, may be purchased in a manner that allows field operations timely access to necessary materials. Open Purchase Orders shall not be used to purchase services, capital assets or items maintained in stock.

EXHIBIT "A"
CITY OF CALEXICO PURCHASING POLICY & PROCEDURES

The Finance Department shall request confirmation of Open Purchase Orders annually, before the beginning of the fiscal year. Requests for Open Purchase Orders may also be submitted to the Finance Department on an as-needed basis. The Finance Department shall review the Open Purchase Order requests based upon the following criteria:

1. Geographic location
2. Responsiveness and capabilities
3. Average dollar value and type of items to be purchased
4. Frequency of need

All Open Purchase Orders shall include the following information:

- a. A general description of the equipment or supplies which may be charged;
- b. The period of time the order will remain open, not to exceed one fiscal year;
- c. The maximum total amount which may be charged on the purchase order;
- d. Items excluded from the purchase, if applicable;
- e. Requirement that employees print and sign their names when picking up goods; and
- f. Account number to be charged.

Once an Open Purchase Order is issued to a vendor, any authorized City employee may contact the vendor directly to place orders per the terms and conditions in the Open Purchase Order.

Contract Purchase Orders

Contract Purchase Orders are the preferred method of purchasing repetitive-use items or services, for example office supplies, which may be common to several departments or within one department. Establishing Contract Purchase Orders provides a means of obtaining volume pricing based upon the combined needs of all departments, reduces the administrative costs associated with seeking redundant competitive bids and processing a Purchase Order each time an order is placed, and allows Departments to order as needed, reducing the requirement to maintain large inventories of stock.

If a Contract Purchase Order exists, Departments shall order all of their requirements from the successful vendor. No other source shall be used without prior approval of the Finance Department. Departments shall submit in writing to the Finance Department any performance problem encountered immediately following the occurrence so that corrective action may be taken.

Contract Purchase Orders are annual and may include option for renewal for specific products, product types, or services at agreed upon prices or pricing structure and for a specified period of time.

Cooperative Purchases

The City may participate in purchases and contracts established by other political jurisdictions, provided the cooperative agreement is established following a competitive

EXHIBIT "A"
CITY OF CALEXICO PURCHASING POLICY & PROCEDURES

bid process. The City Manager may authorize the award of cooperative purchase agreements up to \$9,999. City Council approval is required for the award of any cooperative purchase of \$10,000 or more.

Sole Source Purchases

Commodities and services, which can be obtained from only one vendor, are exempt from competitive bidding. Sole source purchases may include proprietary items sold directly from the manufacturer, items that have only one distributor authorized to sell in this area or a certain product had been proven to be the only product that has proven to be acceptable. All sole source purchases shall be supported by written documentation signed by the appropriate Department Head and forwarded to the Finance Department. The Finance Director or designee will make final determination that an item is a valid sole source purchase.

Urgency Purchases

An urgency is one where there is an unforeseen situation which requires immediate procurement of materials or services in order to continue operations of an essential department, or for the preservation of health, safety and welfare of the people, or protection of property, when there is a present, immediate and existing danger. A depletion of stock through normal routine usage is not considered an urgency item.

Urgency purchases may be made without competitive bidding when time is of the essence, and shall be made only for the following reasons:

1. to preserve or protect life, health or property; or
2. upon natural disaster; or
3. to forestall a shutdown of essential public services

Since urgency purchases do not normally provide the City an opportunity to obtain competitive quotes or properly encumber funds committed, sound judgment shall be used in keeping such order to an absolute minimum. In addition, the following requirements shall apply:

4. The Finance Department shall be contacted as soon as possible for an advance purchase order number, which may be given verbally to cover the urgent transaction. If unable to contact the Finance Department place the order and contact the Finance Department the next workday.
5. A completed purchase requisition shall be submitted to the Finance Department within two working days, or as soon as possible as the information is available. The appropriate Department Head shall sign all purchase requisitions for urgent purchases.
6. Documentation explaining the circumstances and nature of the urgency purchase shall be submitted by the appropriate Department Head as follows:
 - a. Purchases less than \$2,500: Use standard purchasing procedure;
 - b. Purchases in the amount of \$2,500 - \$9,999: Report to the Finance Director by processing requisition within one day;

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- c. Purchases of \$10,000 or more: 1) Report to the City Manager within two working days, and 2) report to the City Council at its next scheduled meeting for ratification
- 7. If the urgency purchase causes any budget line item to exceed the adopted budget, it shall be the responsibility of the Department requesting the purchase to make a transfer to cover the purchase or obtain subsequent City Council approval for an additional appropriation to cover the purchase. If funds are available to transfer from another budget line item, the Transfer of Appropriation form shall be used. If the urgency purchase requires an increase in the Adopted Budget, a Budget Amendment Resolution form must be submitted to the City Council for approval.

Purchase Order Exemptions

Certain purchases are not readily adaptable to the open market and formal bidding process. These purchases are generally for items where the competitive bid process is not applicable or where a check is required to accompany the order. Following is a list of allowable exemptions:

Advertisements and Notices	Payments to other Governmental Units
Attorney Services	Petty Cash Replenishments
Consultant Services	Property Rentals
Courier/Delivery/Messenger Services	Subscriptions
Insurance Claims and Premiums	Trade Circulars or books
Medical Payments	Travel Expense/Advances
Membership Dues	Utility Payments

Exemptions are limited to those items listed above. Departments may submit written requests for additional exemptions to the Finance Department. If warranted, additional exemptions will be added to this list.

If a vendor requires a Purchase Order to process an order, the department shall submit a purchase order requisition to the Finance Department to initiate a purchase order.

Petty Cash

A petty cash advance is used to obtain petty cash for a quick purchase of small items from a local store. Department Heads have approval of petty cash purchases up to \$25 only. Only the Finance Director or the Assistant Finance Director can approve petty cash purchases over \$25 to a maximum of \$100. All petty cash transactions must be completed on the same day an advance is made. If the transaction cannot be completed the cash must be returned to Accounts Payable by the end of the day and another advance obtained the next day.

Petty cash advances are obtained from Accounts Payable. When seeking an advance obtain the appropriate form from Accounts Payable and fill out form with date, name, department description, account number and signature. After the purchase is made please submit receipt with any unused money. A petty cash voucher is then prepared by Accounts Payable, which will be used to reimburse the petty cash fund.

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Purchase Award

1. Lowest responsive and qualified bidder
 - A. Bids shall be awarded to the "responsive" and "qualified" bidder who submits the lowest bid.
 - B. In determining the lowest "responsive" bid, the following elements shall be considered in addition to price:
 - a. A responsive bid is one, which is in substantial conformance with the requirements of the invitation to bid, including specifications and the City's contractual terms and conditions. Bidders who substitute terms and conditions or who qualify their bids in such a manner as to nullify or limit their ability shall be considered non-responsive bidders.
 - b. Conformance with the requirements of the invitation to bid may also include providing proof of insurance, completing all forms, including references, and all other information as requested in the bid document.
 - c. The successful bidder must demonstrate the ability to successfully fulfill a contract, including rendering of subsequent and continuing service. Staff may request proof of a prospective bidder's reliability. Prospective bidders may be requested to furnish proof of financial resources, a list of current or previous customers, and other pertinent data. Such action may also be taken after receipt of bids.
 - d. A bidder may be determined to be non-responsive if a prospective bidder fails to furnish proof of qualifications when required.
 - C. In determining the lowest "qualified" bidder, the following elements shall be considered in addition to price:
 - a. That the products offered provide the quality, fitness, and capacity for the required usage.
 - b. That the bidder has the ability, capacity and skill to perform the contract satisfactorily and within the time required.
 - c. That bidder's experience(s) regarding past purchases by the City or other public agencies demonstrates the reliability of the bidder to perform the contract.
 - D. When a bid is recommended to be awarded to other than the low bidder, written justification is required. The written statement, signed by the appropriate department head, shall be attached to the purchase requisition.
2. Rejection of Bids

The City Council shall have the authority to reject any or all bids, upon recommendation of the City Manager. The City Manager may recommend rejection of any or all bids if it is determined to be in the best interests of the City. Reasons for rejection may include, but are not limited to, the following: 1) a bid is determined to be non-responsive, 2) the number of bids received is inadequate, 3) bids received are not reasonably uniform in price, or 4) the lowest bid received is deemed to be too high. If all bids are rejected, the requesting Department may

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be authorized to re-solicit bids, negotiate a contract for the purchase, or abandon the purchase.

3. Tie Bids

If two or more bids are received which are in all respects equal, the City Manager may accept the one deemed to be in the best interests of the City.

Change Orders

Purchase Orders represent a contract between the City and the Vendor. Any substantial change to a Purchase Order shall be documented as a change order. Change Orders shall be reviewed and approved by either the Finance Director or the City Manager. A purchase order may not be increased by more than 10% or \$100 whichever is less without a change order except for taxes, shipping and handling as discussed below.

In the event the purchase of supplies or services exceeds this limit, written authorization must be given to the vendor by the City Manager, Finance Director, or designee in order to proceed.

Taxes, shipping and handling may cause the purchase order to exceed the authorized purchase order amount. These items do not require a change order, even if they exceed 10% of the original purchase order amount.

This section does not apply to Change Orders for housing programs and public works and utility construction and/or improvement contracts. All public works and utility construction and/or improvement contracts in the amount of \$100,000 or more that require a Change Order, which results in either an increase or a deduction in the original contract amount, must be approved by the City Council. All housing program contracts, that result in an increase in the original contract including any contingency, shall be approved by the City Manager, if the Change Order exceeds 20% of the total contract.

Informal and Formal Bid Process

Except as otherwise exempted in the policy, supplies, services and equipment with an estimated value of \$2,500 to \$9,999 shall be purchased following an Informal Bid Process and purchases of \$10,000 or more shall be made following a Formal Bid Process.

To initiate the informal/formal bid process, the Department making the request shall provide specifications for the item to be purchased and documentation showing the existence of an unencumbered appropriation for the item in the current approved budget.

Informal bids may be posted at City Hall, mailed to prospective bidders a minimum of ten calendar days before the due date, or solicited over the phone. Formal bids shall be posted at City Hall and shall be published at least once in a newspaper of general circulation as required by State law, and, if applicable, in appropriate trade publications. The date of publication shall be at least ten days before the due date. All formal bids shall be sealed and shall be publicly opened and read at the date, time and place indicated in the published notice.

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Bids shall be reviewed for compliance with specifications by the requesting Department. All deviations shall be fully documented by the requesting department and the impact of the deviations on the performance or suitability of the bid item shall be detailed. Staff will prepare and forward a recommendation for approval of purchase. Informal bids shall be approved by the City Manager. Formal bids shall be approved by the City Council.

Credit Card Usage

Under certain circumstances the use of a city credit card may be the most appropriate method for certain purchases. The following policies and procedures are established to insure internal control and timely payment of charges.

1. City bank, gasoline, vendor credit cards will be signed out on as as-needed basis to City Council or staff at the sole discretion of the Finance Department or the appointed designee, in accordance with internal control procedures. Failure to comply with established procedures may result in discontinuance of use by the employee/department.
2. Because of Internal Revenue Service (IRS) tax reporting requirements, except for Urgency Purchases, city credit cards may not be used to purchase services provided by vendors who are doing business as partnerships or sole proprietors. Examples of this include, but are not limited to:
 - a. Labor charges for auto repair
 - b. Plumbers
 - c. Construction contractors
3. City credit cards shall be available to the City Council and staff for the conduct of official City business included but not limited to the following purposes:
 - a. Gasoline purchases
 - b. Authorized travel expenses and hotel charges, which shall subsequently be documented on the travel reconciliation report
 - c. To charge the cost of meals when required in the conduct of official business except when an employee is traveling in a per diem basis
 - d. Other circumstances where the use of a credit card best meets the City's purchasing needs as determined by the Finance Director or the appointed designee
3. Only the City Manager, Finance Director and City Council are authorized to carry a bank credit card at all times. Gasoline cards and vendor credit cards may be signed out by an employee authorized to purchase items and may be distributed by that authorized employee to personnel under their supervision as long as that authorized employee later approves the receipt. Once the purchase is complete the credit card shall be returned.
4. All receipts must be turned in when credit card is turned in.
5. No personal items shall be charged on any City credit card except those charges that might be incidental to another charge made on the card for

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travel or meetings. Whenever one of these personal charges is made on the City credit card, the charges will be reimbursed to the City when the travel is completed. Under no circumstances shall a single personal charge be made on a City credit card. Intentional use of the credit card for other than appropriate City use could be considered an attempt to commit fraud against the City of Calexico. Proof of such fraud could result in immediate cancellation of your credit card and disciplinary action against you under applicable City of Calexico Personnel Rules and Regulations. You will be personally liable to the City for the amount of any non-approved purchases. If you leave the City, you must return your credit card to the Finance Director prior to leaving.

Professional Consultant Selection

Selection of Consultants for Professional Services (General):

The following criteria shall be used to determine approval authority for Professional Consultant Service Contracts:

Contracts under \$2,500	Department Head Approval
Contracts of \$2,500 -\$9,999	City Manager Approval
Contract of \$10,000 or greater	City Council Approval

This policy specifically prohibits splitting a purchase to circumvent the limits set forth above.

The appropriate Department Head, with the approval of the City Manager shall prepare a scope of work consistent with budget and project authorization of the City Council. The Request for Proposal (RFP) shall outline the City requirements and project description. The list of solicited firms will be drawn from firms who, in the opinion of the Department Head, can perform the work. A Request for Qualifications may first be necessary if the required services are particularly specialized or if the qualifications of the available consultants are unknown. The list of solicited firms may be limited to a minimum of 3 to 5 due to time constraints or specialties involved.

The involved Department Head(s), who shall make a recommendation to the City Manager, shall conduct the initial review of proposals.

Qualifications should be the determining factor in the selection of a professional consultant. Staff shall then negotiate the final fee based upon the agreed scope of work.

Prior to approval of a contract, the Department Head shall conduct appropriate background and reference checks and ensure that adequate bonding or security, if required, is posted.

Consultants shall comply with all regulations and laws dealing with conflict of interest disclosure and reporting. Consultants shall not be engaged if a conflict of interest exists.

Approval of "Additional Work" items shall comply with the cost limits.

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Selection of Consultants for Professional Services for Continuing Services:

Professional firms providing engineering, land surveying, transit, planning, environmental, auditing, landscape architecture or other services may be retained on a continuing basis to provide professional services. The Department Head, with the approval of the City Manager may contract on a project-by-project or on a retainer basis for additional work/services without going through the RFP and selection process. At least every three years these arrangements shall be reviewed and every effort shall be made to receive proposals from at least three consultants to perform the same services. This is to ensure the city is receiving the best value in their service.

During the budget process the Finance Department shall make a written request to each Department Head to submit to the City Manager a list of consultants currently under contract by their department, setting forth name of firms, type of services, cost of contracts, length of contracts and date entered into, and the number of years retained by the City.

Exclusions

The provisions of this policy shall not apply:

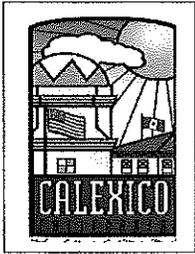
1. To public works projects (governed by the provisions of the California Public Contracts Code);
2. To franchises (governed by the provisions of the California Utilities Code or other statute of the State of California);
3. Where State or Federal law requires a different procedure;
4. To franchises, rights, privileges, licenses and permits granted by the City;
5. To the purchase of insurance;
6. To the leasing, purchase or sale of land or any interest therein;
7. To the hiring of City employees or contract providers;
8. To construction contracts other than public works projects;
9. To the purchase of utilities, including, but not limited to, telephone service, gas, electricity or water.

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AGENDA STAFF REPORT

DATE: October 6, 2015

TO: Mayor and City Council

APPROVED BY: Nick Fenley, Acting City Manager

PREPARED BY: Best Best & Krieger LLP, Interim City Attorney

SUBJECT: Professional Services Agreement for Interim City Attorney Services with Best Best & Krieger LLP

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Recommendation:

1. Approval of Professional Services Agreement for Interim City Attorney Services with Best Best & Krieger LLP.
2. Provide Alternative Direction to City Staff.

Background:

On September 1, 2015, Best Best & Krieger LLP was appointed Interim City Attorney. BB&K serves as city attorney to more than 35 cities and serves as general counsel to 88 special districts. In addition, BB&K has more than 550 current public agency clients. The attorneys routinely provide a full range of legal services for our municipal clients, which usually includes advising clients during council meetings on the Brown Act, conflicts of interest and other procedural matters.

BB&K was founded in Riverside in 1891 and has more than 170 attorneys working in nine offices. Six of those offices are located in Southern California: Indian Wells, San Diego, Riverside, Ontario, Los Angeles, and Irvine—and the firm also has an office in Washington, D.C. BB&K’s lawyers focus on virtually all practices of law that may confront a public agency, including open meeting requirements, public policy, disclosure and ethics laws, labor and employment, land use and environmental law, construction, public finance, tax and fee issues.

Carlos Campos is a partner in the firm of BB&K and is currently the City Attorney for the Cities of Coachella and Colton and also serves as general counsel to a Healthcare District. Robert Hargreaves is a former City Attorney, currently serves as assistant City Attorney for

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various cities and is general counsel to several public agencies. Both attorneys are based out of the firm's Indian Wells office.

Discussion & Analysis:

The attached Professional Services Agreement with Best Best and Krieger LLP provides as follows:

Term of the Agreement

The term of this Agreement shall be from October 6, 2015 until such time as City of Calexico engages a full time City Attorney, unless earlier terminated as provided in this Agreement.

Termination of the Agreement

This Agreement and the Services rendered under the Agreement may be terminated at any time upon thirty (30) days' prior written notice from either Party, with or without cause.

Fees and Payment

(1) General Counsel Legal Services. General counsel legal services include any office hours, city council meetings, preparing ordinances, resolutions, and agenda reports, and providing legal advice on municipal matters such as the Brown Act, Public Records Act, general employment and land use matters. The interim rates are \$220 per hour for Attorneys and \$140 per hour for Paralegals and Law Clerks.

(2) Special Counsel Services. Special Legal Services shall include the following types of services, in the event such issues arise: litigation, complex labor and employment, complex public policy and ethics, public retirement systems, non-routine advice on taxes, assessments, fees, Proposition 218 and other financial matters, non-routine environmental law, water law, non-routine real estate services, telecommunications, and other matters mutually agreed upon. The interim rates are \$275 per hour for Attorneys and \$150 per hour for Paralegals and Law Clerks.

Fiscal Impact:

The City has budgeted for the expenses of the City Attorney.

Coordinated With:

Acting City Manager.

Attachments:

1. Professional Services Agreement for Interim City Attorney Services with Best Best & Krieger LLP'.
2. Firm Information.
3. Bios of BBK Attorneys (Carlos Campos and Robert Hargreaves).

**CITY OF CALEXICO
PROFESSIONAL SERVICES AGREEMENT
FOR
INTERIM CITY ATTORNEY SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this 6th day of October, 2015 (the "Effective Date"), by and between the City of Calexico, a general law municipal corporation organized under the laws of the State of California ("City"), and Best Best & Krieger LLP, a California Limited Liability Partnership ("BB&K"). City and BB&K are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 BB&K.

BB&K desires to perform and assume responsibility for the provision of Interim City Attorney services required by City on the terms and conditions set forth in this Agreement. BB&K represents that it is experienced in providing City Attorney services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage BB&K to render legal services as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. BB&K promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional legal services to City ("Services"). The Services are more particularly described in Section 3.3 below. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from the Effective Date until such time as City engages a full time City Attorney, unless earlier terminated as provided in this Agreement. BB&K shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of BB&K.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by BB&K or under its supervision. BB&K will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains BB&K on an independent contractor basis and not as an employee. BB&K retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of BB&K shall also not be employees of City and shall at all times be under BB&K's exclusive direction and control. BB&K shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. BB&K shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. BB&K shall perform the Services expeditiously, within the term of this Agreement described in Section 3.1.2 above. BB&K represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions.

3.2.3 Conformance to Applicable Requirements. All work prepared by BB&K shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. BB&K has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, BB&K may substitute other personnel of at least equal competence upon written approval of City. In the event that City and BB&K cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the BB&K at the request of the City. The key personnel for performance of this Agreement are as follows: Carlos Campos and Robert Hargreaves shall serve as primary legal contacts.

3.2.5 City's Representative. The City hereby designates its City Manager, or his/her designee, to act as its representative for implementation of this Agreement ("City's Representative").

3.2.6 BB&K's Representative. BB&K hereby designates Carlos Campos, or his designee, to act as its representative for the performance of this Agreement ("BB&K's Representative"). BB&K's Representative shall have full authority to represent and act on behalf of the BB&K for all purposes under this Agreement. BB&K's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. BB&K agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. BB&K shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. BB&K represents and maintains that it is skilled in the professional calling necessary to perform the Services. BB&K warrants that all employees and sub-consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, BB&K represents that it, its employees and sub-consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, BB&K shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by BB&K's failure to comply with the standard of care provided for herein. Any employee of BB&K or its sub-consultants who is determined by the City Council to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to City, shall be promptly removed by BB&K and shall not be re-employed to perform any of the Services.

3.2.9 Laws and Regulations. BB&K shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. BB&K shall be liable for all violations of such laws and regulations in connection with Services. If BB&K performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, BB&K shall be solely responsible for all costs arising therefrom. BB&K shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. BB&K shall not commence work under this Agreement until it has provided evidence satisfactory to City that it has secured all insurance required under this section. In addition, BB&K shall not allow any sub-consultants to commence work until it has provided evidence satisfactory to City that the sub-consultant has secured all insurance required under this section or that City's Representative has determined that the insurance described herein is inappropriate to the sub-consultant's scope of work.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, BB&K shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing

policies do not meet the Insurance Requirements set forth herein, BB&K agrees to amend, supplement or endorse the policies to do so.

(a) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit.

(b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.

(c) Professional Liability: Professional Liability insurance with minimum limits of \$1,000,000. - Covered professional services shall specifically include all work to be performed under the Agreement.

(d) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit BB&K from waiving the right of subrogation prior to a loss. BB&K shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. BB&K, concurrently with the execution of this Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, BB&K shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. BB&K agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to City. City shall have the right to withhold any payment due BB&K until BB&K has fully complied with the insurance provisions of this Agreement. In the event BB&K's operations are suspended for failure to maintain required insurance coverage, the BB&K shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Insurance for Sub-consultants. All sub-consultants shall be included as additional insureds under BB&K's policies, or BB&K shall be responsible for causing sub-consultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding City as an Additional Insured to the sub-consultant's policies, unless the City's Representative determines that the has determined that the insurance described herein is inappropriate to the sub-consultant's scope of work.

3.2.11 Safety. BB&K shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, BB&K shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3 Fees and Payments.

3.3.1 General Counsel Legal Services. General counsel legal services include any office hours, city council meetings, preparing ordinances, resolutions, and agenda reports, and providing legal advice on municipal matters such as the Brown Act, Public Records Act, general employment and land use matters. Our interim rates are \$220 per hour for Attorneys and \$140 per hour for Paralegals and Law Clerks.

More specifically, the General Counsel legal services include the following services:

- Represent and advise the City Council and all City officers in all matters of law pertaining to their office. Give advice or opinion on the legality of all matters under consideration by the City Council or by any of the boards and commissions or officers of the City.
- Act as legal counsel to agencies the City Council serves as governing body to, including but not limited to, the Calexico Redevelopment Successor Agency, Calexico Financing Authority and other affiliated entities.
- Attend and represent the City's legal interests at all City Council meetings (including Closed Sessions and Council Workshops), and other meetings on an as

needed basis specified by the City.

- Provide legal opinions, advice, assistance, and consultation to the City Council, City Manager, and City staff related to municipal law issues, including, but not limited to, the Brown Act, the Public Records Act, election law, contracts and franchises, and pending and current state and federal legislation and court decisions.
- Review, approve, and/or prepare ordinances, resolutions, staff reports, contracts, deeds, leases, and other legal documents required by the City.
- Prepare legal opinions for City departments, the City Council, boards and commissions.
- Oversee services provided by outside legal specialists engaged by the City for special legal problems.
- Coordinate legal activities with other City departments, divisions, and outside agencies.
- Provide written updates to new state or federal legislation or judicial decisions and suggest action or procedures to ensure compliance.
- Perform such other legal duties as may be required by the City Council as may be necessary to complete the performance of the functions mentioned above.

3.3.2 Special Counsel Services. Special Legal Services shall include the following types of services, in the event such issues arise: litigation, complex labor and employment, complex public policy and ethics, public retirement systems, non-routine advice on taxes, assessments, fees, Proposition 218 and other financial matters, non-routine environmental law, water law, non-routine real estate services, telecommunications, and other matters mutually agreed upon. Our interim rates are \$275 per hour for Attorneys and \$150 per hour for Paralegals and Law Clerks.

Special Counsel work would include the following work:

- Provide legal opinions, advice, assistance, and consultation to the City Council, City Manager, and City staff related to non-routine municipal law issues, including, but not limited to real estate and property transactions, land use, environmental law/CEQA, public improvements/capital projects, code enforcement, tort liability and risk management, fees, taxes, assessments, Proposition 218, former Redevelopment Agency dissolution, refuse, recycling, green waste rates and other matters as directed.
- Prepare cases for trial and the investigation of claims or complaints by or against the City.

- Approve the form of all contracts made by and between the City of Calexico and all bonds given to the City, endorsing same.
- Complex litigation and other legal matters relating to water, the Voting Rights Act and districting, Zoning Code, development and Industrial Specific Plan matters, land use and infrastructure, RDA issues and transfers, personnel and employment issues, recycling and green initiatives, Proposition 218 and Proposition 26 matters, medical marijuana, and finance and revenue-sharing.

3.3.3 Third Party Reimbursables. Legal services for which the City receives reimbursement from a Developer or other Third Party would be billed at BB&K's current published standard private rates, less ten percent (10%).

3.3.4 Public Financing. Public financing will be provided at rates set by amendment to this Agreement.

3.3.5 Cost of Living Adjustments. On October 1 of each year during the term of this Agreement, BB&K's hourly rate shall be adjusted for the change in the cost of living for the twelve (12) month period published in August, as shown by the U.S. Department of Labor in its All Urban Consumers Index set forth for the San Diego area. However, such adjustment shall never be lower than zero percent (0%), nor more than four percent (4%).

3.3.6 Reimbursement. City shall reimburse BB&K for actual costs advanced on behalf of City in addition to the amount billed for legal fees. These costs include travel on behalf of City, automobile mileage at the current approved IRS rate, actual expenses away from BB&K offices while on City business, long-distance telephone calls, copying and other expenses incurred on City's behalf.

3.3.7 Payment of Compensation. BB&K shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by BB&K. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay BB&K the compensation.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. BB&K shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. BB&K shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. BB&K shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. This Agreement and the Services rendered under it may be terminated at any time upon thirty (30) days' prior written notice from either Party, with or without cause. In the event of such termination, BB&K shall be paid for all Services authorized by City and performed up through and including the effective date of termination.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require BB&K to provide all finished or unfinished Documents and Data and other information of any kind prepared by BB&K in connection with the performance of Services under this Agreement. BB&K shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

BB&K: 74760 Highway 111., Suite 200
Indian Wells, CA 92210
Attn: **Carlos Campos**

City: City Hall
608 Heber Avenue
Calexico, CA 92231
Attn: **City Manager**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents and Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by BB&K under this Agreement ("Documents and Data"). BB&K shall require all sub-consultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents and Data the sub-consultant prepares under this Agreement. BB&K represents and warrants that BB&K has the legal right to license any and all Documents and Data. BB&K makes no such representation and warranty in regard to Documents and Data which were

prepared by professionals other than BB&K or provided to BB&K by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to BB&K in connection with the performance of this Agreement shall be kept confidential by BB&K. Such materials shall not, without the prior written consent of City, be used by BB&K for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to BB&K which is otherwise known to BB&K or is generally known, or has become known, to the related industry shall be deemed confidential. BB&K shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. BB&K shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of BB&K, its officials, officers, employees, agents, subcontractors and sub-consultants arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. BB&K shall defend, at BB&K's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. BB&K shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. BB&K shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. BB&K's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors; officials, officers, employees, agents or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations,

understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Imperial County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 Assignment or Transfer. BB&K shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.11 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to BB&K include all personnel, employees, agents, and sub-consultants of BB&K, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.12 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.13 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.14 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.15 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.16 Prohibited Interests. BB&K warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for BB&K, to solicit or secure this Agreement. Further, BB&K warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for BB&K, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of

this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.17 Equal Opportunity Employment. BB&K represents that it is an equal opportunity employer and it shall not discriminate against any sub-consultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. BB&K shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.18 Labor Certification. By its signature hereunder, BB&K certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.19 Authority to Enter Agreement. BB&K has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.21 Declaration of Political Contributions. BB&K shall, throughout the term of this Agreement, submit to City an annual statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the city council within the previous twelve-month period by the BB&K and all of BB&K's employees, including any employee(s) that BB&K intends to assign to perform the Services described in this Agreement.

3.6 Subcontracting.

Prior Approval Required. BB&K shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

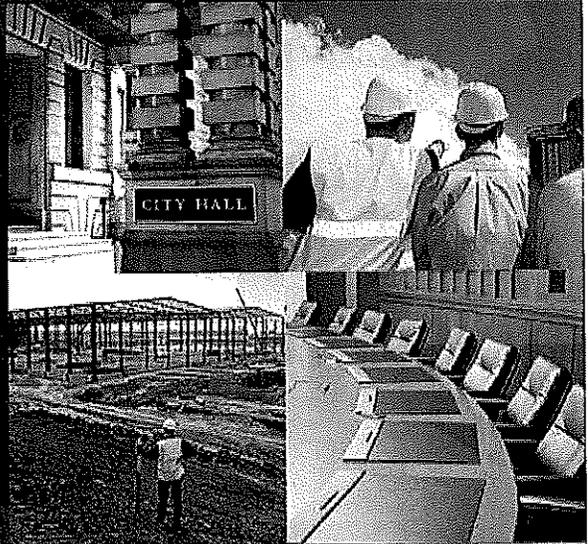
CITY OF CALEXICO

BEST BEST & KRIEGER LLP

By: _____
Joong S. Kim, Mayor
Mayor

By: _____
Carlos Campos

Full-Service • Industry Experts



Municipal Legal Services

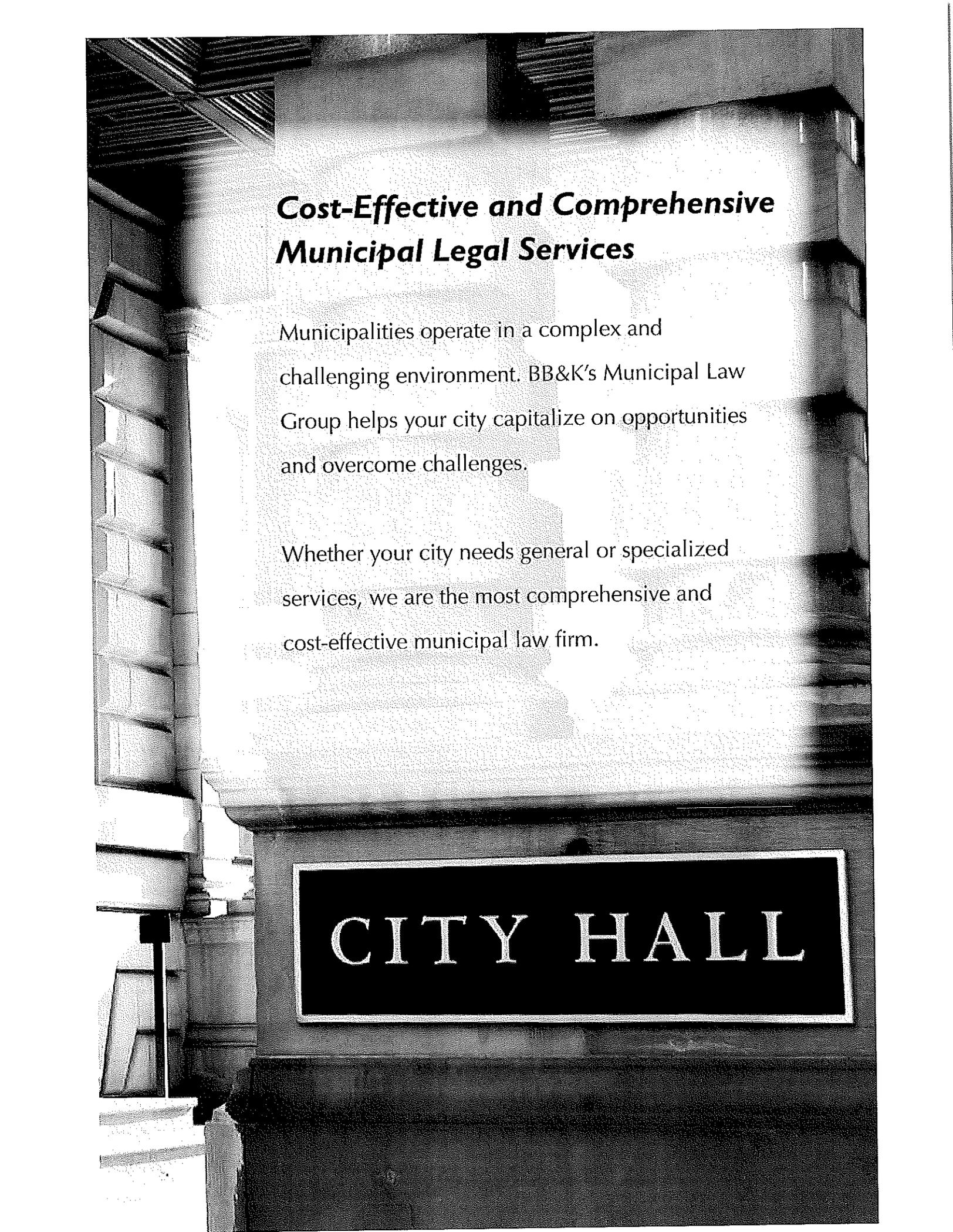
B&K

BEST BEST & KRIEGER ^{LLP}
ATTORNEYS AT LAW

Your **Best** Special Counsel Resource

Our Municipal lawyers are industry-leading experts who are highly skilled and efficient in many legal areas, including the following:





Cost-Effective and Comprehensive Municipal Legal Services

Municipalities operate in a complex and challenging environment. BB&K's Municipal Law Group helps your city capitalize on opportunities and overcome challenges.

Whether your city needs general or specialized services, we are the most comprehensive and cost-effective municipal law firm.

CITY HALL

Your **Best** Source for Legal Services

City Council

- City Attorney Services
- Special Counsel Services
- Public Policy & Ethics
- Brown Act
- California & Federal Government Advocacy & Grant Funding
- LAFCO

Management Services / City Clerk

- Election & Redistricting Issues
- Council - Manager Relations
- Brown Act
- Records Retention & Destruction
- Public Records Act
- Subpoenas

Human Resources

- Policy Review
- Wage & Hour Law
- Employee Benefits & Contracts
- MOU Negotiations
- Discipline Issues
- Labor Litigation

Economic Development & Affordable Housing

- Economic Development & Infrastructure
- Successor Agency Issues
- Public-Private Partnerships
- Real Estate Transactions
- Affordable Housing
- Housing Authority & Housing Commission Issues

Finance

- Public Financings
- Fees, Taxes & Assessments
- Prop 26 & 218
- Model Contracts
- Business Licensing
- Assessment Foreclosures

Planning & Development

- General & Specific Plans
- Sustainability, SB 375 & AB 32
- Williamson Act
- Zoning Codes
- Development Agreements
- Environmental Law

Utilities

- Franchise Agreements
- Water Quality & Rights
- Wastewater
- Property Acquisition
- Electricity & Renewables
- Telecommunications & Revenue Generation

Police

- Civil Rights & 1983 Actions
- Pitchess Motions
- Policy Review
- Use of Force
- Internal Affairs Reviews
- Critical Incident/Administrative Investigations

Code Enforcement

- Cost Recovery Programs
- Receiverships
- Medical Marijuana
- Massage Parlor Abatements
- Civil & Criminal Prosecution
- Graffiti Abatements

Public Works

- Transportation
- Stormwater (NPDES)
- Construction Litigation
- Construction Contracts
- Property Acquisition
- Infrastructure
- Telecommunications Including Cost Recovery



BEST BEST & KRIEGER
ATTORNEYS AT LAW

Best Best & Krieger is a full-service law firm with offices throughout California and Washington, DC. The firm delivers effective, timely and service-oriented solutions to complex issues facing cities.

*For more information about our municipal legal services please visit:
www.bbklaw.com*

LOCATIONS

Riverside

3390 University Avenue
5th Floor
Riverside, CA 92501
T: 951.686.1450
F: 951.686.3083

Indian Wells

74.760 Highway 111
Suite 200
Indian Wells, CA 92210
T: 760.568.2611
F: 760.340.6698

Irvine

18401 Von Karman Avenue
Suite 1000
Irvine, CA 92612
T: 949.263.2600
F: 949.260.0972

Los Angeles

300 South Grand Avenue
25th Floor
Los Angeles, CA 90071
T: 213.617.8100
F: 213.617.7480

Ontario

2855 East Guasti Road
Suite 400
Ontario, CA 91761
T: 909.989.3584
F: 909.944.1441

Sacramento

500 Capitol Mall
Suite 1700
Sacramento, CA 95814
T: 916.325.4000
F: 916.325.4010

San Diego

655 West Broadway
15th Floor
San Diego, CA 92101
T: 619.525.1300
F: 619.233.6118

Walnut Creek

2001 North Main Street
Suite 390
Walnut Creek, CA 94595
T: 925.977.3300
F: 925.977.1870

Washington, DC

2000 Pennsylvania NW
Suite 4300
Washington, DC 20006
T: 202.785.0600
F: 202.785.1234

Learn more about Best Best & Krieger's legal solutions at

www.bbklaw.com



Carlos L. Campos

PARTNER

Indian Wells

74760 Highway 111
Suite 200

(760) 837-1602

Carlos L. Campos, who represents local public agencies, including municipalities and special districts, is a partner in the Indian Wells office of Best Best & Krieger LLP.

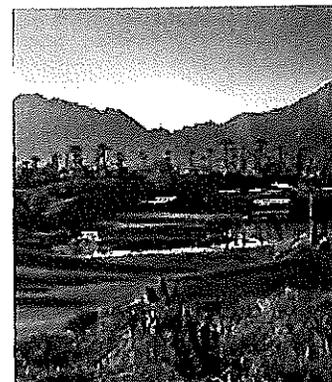
Carlos serves as the city attorney for the cities of Coachella and Colton and represents the cities of Ontario, Palm Desert and Indian Wells in various capacities. He is also general counsel to the Desert Healthcare District and the Coachella Valley Enterprise Zone. As a member of the firm's Municipal Law and Special District practice groups, his areas of focus include general public agency law, the Brown Act, conflict of interest, election law, land use and planning, initiatives and referenda, the Public Records Act, code enforcement and Native American law issues.

Carlos often makes presentations on public agency topics to elected officials and attorneys, and has spoken recently to groups in California, Michigan and Washington, D.C.

Prior to joining BB&K, Carlos researched and prepared published articles and a book on international human rights law, worked with individuals seeking refugee status under the 1951 Geneva Convention at a non-governmental organization in The Hague, Netherlands, and co-taught legal seminars at the Catholic Superior School of Law in Jeremie, Haiti.

Carlos, who speaks fluent Spanish, was a research assistant at the Interlaw Foundation in San Jose, Costa Rica, where he worked on Central American legal and policy issues and on cases before the Organization of American States Inter-American Court of Human Rights. He was also a research assistant at the Tomas Rivera Policy Institute, now housed at the University of Southern California.

He is a member of the Inland Empire Latino Lawyers Association, the Imperial Valley Economic Development Corporation and the Warren E. Slaughter American Inn of Court. Carlos is also a member of the board of directors of the Dr. Carreon Foundation, a trustee of the Desert Bar Association, and is a member of several charitable organizations. He is a former board member of the Coachella Valley Mexican-American Chamber of Commerce and the Coachella Chamber of Commerce, and is the former chair of the Coachella Valley City Attorneys Association. He has also served as an appointee to the Municipal Law Institute of the League of California Cities.



Indian Wells

74760 Highway 111
Suite 200
Indian Wells, CA 92210

Carlos.Campos@bbklaw.com

(760) 837-1602 (direct)

(760) 568-2611

(760) 340-6698

PRACTICE AREAS

Business Services

Special Districts

Litigation

Public Agency Litigation

Municipal Law

Conflicts of Interest

Fees, Taxes and Assessments

Local Agency Formation Commission (LAFCO)

Municipal Labor and Employment

Comprehensive Code Enforcement

NEWS

BB&K Attorneys Among Top 70 in Coachella Valley

BB&K Welcomes Ten Attorneys Across Southern California Into the Partnership

Carlos earned his law degree from the University of California, Hastings College of the Law, where he was a founding member of the *Race and Poverty Law Journal*. He graduated with honors from Pitzer College with a double major in political and labor studies after studying abroad in Mexico, England and Central America.

BB&K Attorney Carlos Campos Takes on New Role as City Attorney for Coachella

EDUCATION

University of California, Hastings, J.D.
Pitzer College, B.A.

BAR ADMISSIONS

California

COURT ADMISSIONS

California

AWARDS

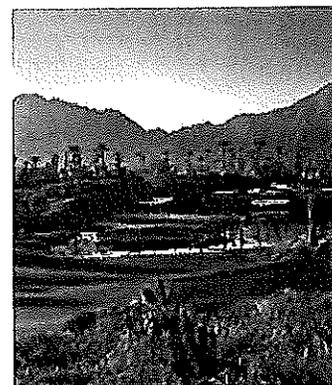
Top 70 Lawyers in Coachella Valley, Palm Springs Life (2014)

LANGUAGES

Spanish



**Robert W.
Hargreaves**



PARTNER

Indian Wells
74760 Highway 111
Suite 200

(760) 837-1604

Robert W. Hargreaves practices general municipal, land use and energy law. He is a partner in the Municipal Law practice group of Best Best & Krieger LLP. Bob currently represents the cities of Palm Desert, Indian Wells, Coachella, Needles and San Jacinto in various capacities. He is general counsel to the Salton Sea Authority, the Valley Sanitary District and the Mt. San Jacinto Winter Park Authority.

In addition to general representation of local governmental entities, Bob focuses on land use law. He has assisted both public and private clients in the entitlement process for large desert development projects. He has also represented public agencies in multi-party negotiations regarding use of Colorado River water and groundwater management. Bob has litigated land use, environmental, takings and Native American law issues before state and federal courts and administrative agencies, and has represented both Native American tribes and private individuals with respect to Native American law disputes.

Bob has represented municipal utilities on a variety of issues and recently negotiated a power purchase agreement for a utility scale thermal solar project near Needles. He represents solar developers in large, customer-serving applications.

Bob sits on the board of directors of the Coachella Valley Economic Partnership and is a leader of its Renewable Energy Roundtable. He also serves on the boards of directors of the Friends of the Desert Mountains and the Palm Springs Air Museum. Bob previously served on the advisory boards of the UC Riverside's Southern California Research Institute for Solar Energy (SCRISE) and Wilson Center for Sustainable Energy and Environmental Systems. He is past-president of the Family YMCA of the Desert, a charter member of the Coachella Valley Autism Society of America, and has been an assistant Boy Scout leader.

Bob graduated with great distinction from the University of California, Berkeley with an undergraduate degree in computer science. After serving in the Peace Corps in Costa Rica, he received his Juris Doctorate degree from U.C. Berkeley's Boalt Hall School of Law in 1988, where he focused on land use, environmental and water law.

EDUCATION

University of California, Berkeley, J.D. (1988)
University of California, Berkeley, B.A., *with great distinction*

Indian Wells

74760 Highway 111
Suite 200
Indian Wells, CA 92210

Robert.Hargreaves@bbk.law.com

(760) 837-1604 (direct)

(760) 568-2611

(760) 340-6698

PRACTICE AREAS

Business Services

Special Districts

Environmental Law & Natural Resources

California Environmental Quality Act (CEQA)

Endangered Species

Water Quality

Water Rights

Sustainable Communities

Renewable Energy

Municipal Law

Brown Act

Charter and Internal Organization

Utilities and Infrastructure

Water, Sanitation and Solid Waste

Zoning, Planning and Land Use

BAR ADMISSIONS

California (1988)

AWARDS

Top 70 Lawyers in Coachella Valley, Palm Springs Life (2014)

COMMUNITY INVOLVEMENT

Coachella Valley Economic Partnership (legislative committees)

Desert BIA (legislative committees)

Green Building Council (legislative committees)

Salton Sea Authority (general counsel)

Valley Sanitary District (general counsel)

Mt. San Jacinto Winter Park Authority (general counsel)

NEWS

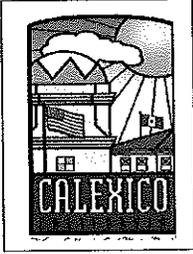
The Great Energy Debate

SB 871 Bumps Back Repeal of Solar
Energy Exclusion by Eight Years

BB&K Attorneys Among Top 70 in
Coachella Valley

**AGENDA
ITEM**

20



AGENDA STAFF REPORT

DATE: October 6, 2015

TO: Mayor and City Council

APPROVED BY: Nick Fenley, Acting City Manager

PREPARED BY: Gabriela T. Garcia, Deputy City Clerk

SUBJECT: Appointment by Mayor and Council Members to Various Commissions, Boards and Committees

- a. Economic Development Commission – Appointments by Mayor Pro Tem Castro.
- b. Business Improvement District – Appointments by Mayor Kim, Council Member Hurtado and Council Member Moreno.
- c. Recreation Commission – Appointment by Mayor Kim
- d. Financial Advisory Board – Council Member Hurtado

=====

Recommendation:

Mayor and Council Members to make the following appointments to the following Commissions, Boards and Committees:

- a. Economic Development Commission – Appointments by Mayor Pro Tem Castro.
- b. Business Improvement District – Appointments by Mayor Kim, Council Member Hurtado and Council Member Moreno.
- c. Recreation Commission – Appointment by Mayor Kim
- d. Financial Advisory Board – Council Member Hurtado

Background:

At the meeting of August 18, 2015, Staff presented a report on the City Commissions, Boards and Committees and reported attendance by commissioners. Pursuant to Ordinance No. 1159 approved by the City Council on February 3, 2015 several commissioners forfeited their position on the commission by having three or more absences from regular commission meetings between March 2015 and June 2015. As a result, the above-mentioned positions were opened to the public and advertised by the City Clerk's office.

Discussion & Analysis:

City Clerk has advertised the positions on the Calexico website, City Hall and Camarena Library.

The following persons submitted applications:

1. Armando Martinez – Business Improvement District
2. Saul Garcia – Business Improvement District



Fiscal Impact:

None.

Coordinated With:

None.

Attachment:

- 1. Applications (2)



CITY OF CALEXICO
APPLICATION FOR CITY COMMISSION
 And
STATEMENT OF QUALIFICATIONS

ALL APPLICANTS MUST EITHER
 RESIDE, BE EMPLOYED, OR
 REGISTERED TO VOTE IN THE CITY
 OF CALEXICO. PROOF IS
 REQUIRED WHEN SUBMITTING
 THIS APPLICATION.

APPLICATION IS FOR THE FOLLOWING COMMISSION:
(A separate application is required for each commission)

Business Improvement District

PERSONAL INFORMATION:

Name Armando Martinez
 Residence Address 116 Temple Ct.
 Length of time at this Address: 5 E-mail address: tecniglassbc@gmail.com
 Home Phone No. _____ Cell/Message Phone No. 760 482 8839
 Are you 18 years of age or older? yes Are you registered to vote in the City of Calexico? yes
 Do you currently serve as an elected or appointed official for any board and/or agency within the City of Calexico? _____
 If yes, name of agency and position: _____

EDUCATION: Highest level of education completed: University
 Name of Institution where Highest Level of Education was completed: Cetys
 Location of Institution: Mexicali B.C

EMPLOYMENT INFORMATION / EXPERIENCE:

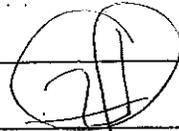
Name and Address of Employer (s)	Position Title	Dates of Employment
<u>Tecniglass 400 Emerson Ave</u>	<u>Owner</u>	<u>Feb 02 2000</u>

IMPORTANT: Read the following carefully and answer completely. A conviction is not an automatic bar to appointment. Each case is considered on its individual merits.

HAVE YOU EVER BEEN CONVICTED OF A FELONY OR MISDEMEANOR OTHER THAN A MINOR TRAFFIC VIOLATION? No
 If yes, Please list all offenses, date and place of offenses(s), and the sentence/fine received:

ACKNOWLEDGMENT/CERTIFICATION:

I understand that upon filing, this application becomes a public record. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct



Signature and Date Sep 11 2015

Do Not Write Below this Line – For City Use Only

Applicant furnished proof of eligibility requirements via:

Proof of residency: Yes No
 Proof of employment: Yes No
 Voter Registration Verification: Yes No

Appointment By: _____
 Term Expires: _____
 Date & Clerk Verifying: _____



CITY OF CALEXICO
APPLICATION FOR CITY COMMISSION
 And
STATEMENT OF QUALIFICATIONS

ALL APPLICANTS MUST EITHER RESIDE, BE EMPLOYED, OR REGISTERED TO VOTE IN THE CITY OF CALEXICO. PROOF IS REQUIRED WHEN SUBMITTING THIS APPLICATION.

APPLICATION IS FOR THE FOLLOWING COMMISSION:
 (A separate application is required for each commission)

Business Improvement District

PERSONAL INFORMATION:

Name Sam Garcia
 Residence Address 241 Hernandez
 Length of time at this Address: 5 E-mail address: Sam701@HotMail.com
 Home Phone No. 760 890-5142 Cell/Message Phone No. (760) 562-2190
 Are you 18 years of age or older? YES Are you registered to vote in the City of Calexico? YES
 Do you currently serve as an elected or appointed official for any board and/or agency within the City of Calexico? NO
 If yes, name of agency and position: _____

EDUCATION: Highest level of education completed: SOME COLLEGE

Name of Institution where Highest Level of Education was completed: INSTITUTO PUBLICO BETHANIN

Location of Institution: TIJUANA BC.

EMPLOYMENT INFORMATION / EXPERIENCE:

Name and Address of Employer (s)	Position Title	Dates of Employment
<u>TOP QUALITY AUTO GROUP LLC</u>	<u>OWNER</u>	<u>1/1/2015 -</u>
<u>ROBENS & ROBENS TOYOTA</u>	<u>UNIONEN</u>	<u>2008 - 2013</u>

IMPORTANT: Read the following carefully and answer completely. A conviction is not an automatic bar to appointment. Each case is considered on its individual merits.

HAVE YOU EVER BEEN CONVICTED OF A FELONY OR MISDEMEANOR OTHER THAN A MINOR TRAFFIC VIOLATION? NO
 If yes, Please list all offenses, date and place of offenses(s), and the sentence/fine received:

ACKNOWLEDGMENT/CERTIFICATION:

I understand that upon filing, this application becomes a public record. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct

[Signature] 9/21/15
 Signature and Date

Do Not Write Below this Line - For City Use Only

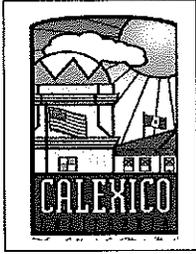
Applicant furnished proof of eligibility requirements via:

Proof of residency: Yes No
 Proof of employment: Yes No
 Voter Registration Verification: Yes No

Appointment By: _____
 Term Expires: _____
 Date & Clerk Verifying: _____

**AGENDA
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AGENDA STAFF REPORT

DATE: April 7, 2015
TO: Mayor and City Council
APPROVED BY: Nick Fenley, Acting City Manager
PREPARED BY: Nick Fenley, Acting City Manager
SUBJECT: Mayor's appointments to the Swimming Pool Project Committee.

=====

Recommendation:

Mayor to make appointments to the Swimming Pool Project Committee.

Background:

The City of Calexico is part of a sub-committee working on the joint City and Calexico Unified School District Swimming Pool Project. The sub-committee has been involved in the continuous progress of the project.

Discussion & Analysis:

Mayor Kim has requested to make appointments to the Sub-Committee.

Fiscal Impact:

None.

Coordinated With:

None.

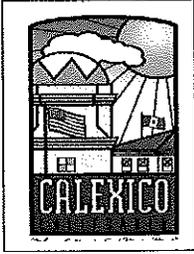
Attachment:

None.

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AGENDA STAFF REPORT

DATE: October 06, 2015

TO: Mayor and City Council

APPROVED BY: Nick Fenley, Acting City Manager

PREPARED BY: Eduardo Gutierrez, Acting Finance Director 

SUBJECT: General Fund Preliminary Revenue Report for Fiscal Year
Ending June 30, 2015

=====

Recommendation:

Acknowledge Receipt of General Fund Preliminary Revenue Report for fiscal year ending June 30, 2015.

Background:

The Calexico City Council has request financial information for General Fund Revenues. In an effort to provide most current data for General Fund, staff has prepared a Preliminary General Fund Report for Fiscal Year ending June 30, 2015.

Discussion & Analysis:

This analysis represents the best available revenue information at this time.

Listed below are revenue resources available to finance City Operations:

- Property tax revenue projections for FY 2014-15 \$4,142,372
- Actual Sales Tax Revenue for FY 2014-15 \$4,607,708
- Revenues received exceed the projections by: \$ 465,336

- Measure H Sales Tax revenues for FY 2014-15 \$2,623,928
- Actual Sales Tax revenues for FY 2014-15 \$2,822,046
- Revenues received exceed the projections by: \$ 198,118

Overall sales tax projections in various classifications also exceed projections by \$491,213.

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- Licenses and Permit: Revenues projections for FY 2014-2015 were below estimates by a total of \$365,246 mainly due to insufficient Building, Plumbing, Mechanical and Electrical Permits for construction projects which did not materialize during the fiscal year.
- Fines and Forfeitures (including parking citations, code enforcement, library fines and other fines). Overall fines from various categories exceeded the projections for FY 2014-15 by \$127,310.
- Service Charges revenues including ambulance fees, fire prevention, plan check fees, zoning fees, engineering fees, miscellaneous and other fees exceeded budget projections by \$290,504.
- Miscellaneous revenues were below FY 2014-15 projections by \$146,572.
- Analysis of Internal, Inter-fund Transfers have not been recorded.

Fiscal Impact:

Overall Budget Revenues exceed projections by \$957,246.

Coordinated With:

None.

Attachment:

Preliminary General Ledger Revenue Report for Fiscal Year ended June 30, 2015.

City of Calexico

9-28-15

General Fund
Revenue Analysis
FY 2014-15 Preliminary Results

	<u>2013-14</u>	<u>2014-15</u>	<u>Results 9-28-15</u>	<u>Budget</u>
	<u>Audited</u>	<u>Adopted Budget</u>	<u>2014-15 Preliminary 6/30/2015</u>	<u>vs. Actual</u>
Property Tax				
CURR SEC-GEN OP	1,356,094	1,500,000	1,440,815	(59,185)
HOMEOWNERS EXEMPTION	-		18,232	18,232
CURR UNSEC-GEN	165,343	170,000	191,555	21,555
SUPPLEMENTAL TX	91,780	68,000	100,995	32,995
UNSEC AIRCRAFT	2,569	2,700	2,552	(148)
IN-LIEU VLF	2,398,672	2,401,672	2,471,424	69,752
SURPLUS TAX INCREMENT	1,252,060		382,134	382,134
	<u>5,266,518</u>	<u>4,142,372</u>	<u>4,607,708</u>	<u>465,336</u>
Other Taxes				
RL PROP TRNS TX	26,769	24,726	28,913	4,187
TRANSIENT TAX	140,021	170,000	189,828	19,828
SALES & USE TAX	3,125,517	3,250,538	3,427,473	176,935
IN-LIEU SALES T	1,017,732	1,017,732	1,106,914	89,182
MEASURE H TAX	2,523,008	2,623,928	2,822,046	198,118
FRANCHISE FEES	573,197	557,319	179,998	(377,321)
FRANCHISE FEES	319,616		294,461	294,461
FRANCHISE FEES	6,000	6,000	-	(6,000)
BUS LIC FEES	644,295	642,165	714,183	72,018
BL PROCESSING	46,780	38,410	43,175	4,765
BL PROCESSING	620	620	-	(620)
BL PROCESSING	80	80	-	(80)
BL LATE FEES	-	16,740	29,810	13,070
BL LATE FEES	1,720		1,807	1,807
BL LATE FEES	14,327			
BL PENALTY				
ANIMAL LICENSES	5,665	6,231	4,537	(1,694)
FIRE LATE FEES	3,133	6,230	8,788	2,558
	<u>8,448,481</u>	<u>8,360,719</u>	<u>8,851,932</u>	<u>491,213</u>
Licenses and Permits				
PRKG MTRS/LOTS	341,543	362,323	351,559	(10,764)
ALARM PERMITS	1,850	1,930	1,850	(80)
BUILDING PRMITS	386,072	425,262	186,429	(238,833)
MECHANICAL PRMT	80,480	87,444	42,533	(44,911)
PLUMBING PRMITS	46,312	50,944	24,344	(26,600)
GRADING PRMITS				
ELEC PERMITS	90,630	99,694	45,134	(54,560)
OTHER Const PERMITS	3,817	4,200	5,997	1,797
ENCROACH PERMIT	22,500	47,250	55,955	8,705
OTHER LICENCES/PERMITS	-		-	-
	<u>973,204</u>	<u>1,079,047</u>	<u>713,801</u>	<u>(365,246)</u>

	<u>2013-14</u>	<u>2014-15</u>	<u>Results 9-28-15</u>	<u>Budget</u>
	<u>Audited</u>	<u>Adopted</u>	<u>2014-15</u>	<u>vs.</u>
		<u>Budget</u>	<u>Preliminary</u>	<u>Actual</u>
			<u>6/30/2015</u>	
<u>Fines and Forfeitures</u>				
JUDGMENTS/DAMAGES				
OTHER FINES	53,498	53,498	65,517	12,019
VEHICLE CODE FINES			-	
PENALTIES AND COURT COSTS				
PARKNG CITATION	200,933	188,931	288,648	99,717
CODE ENFORCEMENT	9,888		12,311	12,311
INFRACTIONS	-	9,888	9,969	81
LIBR FEES/FINES	6,649	6,268	9,451	3,183
	<u>270,967</u>	<u>258,585</u>	<u>385,895</u>	<u>127,310</u>
<u>Money and Property</u>				
INVEST EARNINGS	49,781	41,324	14,455	(26,869)
RENTS AND CONCESSIONS	-		-	
LEASES - CITY	214,227	214,227	236,972	22,745
SALE OF ASSETS	-		65,000	65,000
	<u>264,008</u>	<u>255,551</u>	<u>316,428</u>	<u>60,877</u>
<u>Intergovernmental Revenue</u>				
HSG ATH IN LIEU	59,403	89,403	2,575	(86,828)
SB90 ST.MANDATE	671	671	124,365	123,694
STATE GRANT	-	3,042	-	(3,042)
RECORDING FEES				
FIRE - OES				
	<u>60,074</u>	<u>93,116</u>	<u>126,940</u>	<u>33,824</u>
	-			
<u>Service Charges</u>				
LOCAL MATCHING FUNDS	-		-	
LEGAL SERVICES	-		-	
OTHER FEES/SERVICES	-		-	
ANIMAL CONTROL	9,517	9,517	10,433	916
AMBULANCE FEES	580,671	579,807	509,750	(70,057)
FIRE PREVENTION	360,289	358,452	316,191	(42,261)
FIRE PREVENTION	-	5,000	-	(5,000)
PLAN CHECK FEES	3,763	3,763	53,925	50,162
PLAN CHECK FEES	147,010	167,179	143,563	(23,616)
PLANNING ADMIN	605			
ZONING FEES	19,169	16,330	82,565	66,235
ZONING FEES	128,444	128,459	-	(128,459)
ZONING FEES	(216)	2,216	-	(2,216)
ANNEXATION FEES	216	216	-	(216)
ENGINEERING FEES	15,154	35,234	63,873	28,639
SALE OF MAPS	30	67	10	(57)
SALE OF MAPS	13	70	-	(70)
SALE OF MAPS	10	50	-	(50)
SURPLUS EQUIPMENT	-		-	
LIBRARY SERVICES				
LIBRARY SERVICES				
PARK SERV FEES	2,330	2,330	2,297	(34)
REC PROGRAMS	43,841	1,959	44,376	42,417
PARKS ACTIVITIES AND EVENTS				
COMM CTR FEES	29,890	28,225	34,680	6,455
OTHER PARKS AND RECREATION				-
SUCCESSOR AGENCY ADMIN FEE	-		219,486	219,486

	2013-14	2014-15	Results 9-28-15	Budget
	Audited	Adopted Budget	2014-15 Preliminary 6/30/2015	vs. Actual
SUSPENSE	-		2,297	2,297
FIRE LATE FEES	-		724	724
CONCESSION STAN	-		140	140
MISC INCOME	734		672	672
S.R.O. PROGRAM	-		216,576	216,576
STATE GRANT	1,521			
SPECIAL SERVICE	36,862	36,302	44,102	7,800
TOWING FEES	41,753	34,842	37,431	2,589
LIVESCAN	39,808	40,192	37,344	(2,848)
MISC INCOME	179		509	509
USED FIREARMS	8,105		290	290
FIRE PREVENTION	167		229	229
MAINT STATE HWY	31,811	63,622	42,463	(21,159)
STREET REPAIRS	1,086	1,086	-	(1,086)
VEHICLE LIC FEE	17,179	17,179	16,623	(556)
OTHER	-	381	-	(381)
LEASES - CITY	12,000	12,000	11,600	(400)
OTHER	-	1,665	-	(1,665)
OTHER	-	55,502	-	(55,502)
	1,531,939	1,601,645	1,892,149	290,504

Misc Revenues

CONTRIBUTIONS AND DONATIONS	-			
INSURANCE PROCEEDS	-			
COMPENSATION INSURANCE REFUNDS				
INTEREST ON INVESTMENTS	-			
LIBRARY DONATIONS				
SENIOR DONATIONS				
MISC INCOME	162,220	170,000	22,968	(147,032)
MISC INCOME	35,000			
MISC INCOME	1,442			
MISC INCOME	456			
MISC INCOME	302		511	511
Other	-	26	(25)	(51)
	199,420	170,026	23,454	(146,572)

Total, External Sources

	17,014,611	15,961,061	16,918,307	957,246
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Interfund Transfers

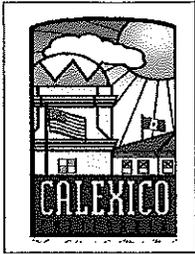
Measure H	920,453	1,078,721	TBD	TBD
Gas Tax fund	-	191,011	TBD	TBD
Water Fund	-	48,535	TBD	TBD
Wastewater	-		TBD	TBD
Grant Reimb	-		TBD	TBD
Library Donations	-	5,360	TBD	TBD
Culture& Arts Donations	-	25,000	TBD	TBD
Recreation Donations	-	8,647	TBD	TBD
Senior Programs	-	37,538	TBD	TBD
Farmers Market	-	2,713	TBD	TBD
Other Transfers	758,868		TBD	TBD
	1,679,321	1,397,525	-	-

Total General Fund Revenues

	18,693,932	17,358,586	16,918,307	
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AGENDA STAFF REPORT

DATE: October 6, 2015

TO: Mayor and City Council

APPROVED BY: Nick Fenley, Acting City Manager

PREPARED BY: Steve Dukett, Urban Futures, Inc.

SUBJECT: Resolution of the Board of Directors of the Successor Agency to the Calexico Community Redevelopment Agency Approving the Recognized Obligation Payment Schedule 15-16B for the Period of January through June 2016 and Approving Certain Related Actions

=====

Recommendation:

It is recommended that the Board of Directors adopt the attached resolution approving the Recognized Obligation Payment Schedule ("ROPS") 15-16B of the Successor Agency to the Calexico Community Redevelopment Agency ("Successor Agency") for the period of January through June 2016.

Background:

Pursuant to Health and Safety Code ("HSC") § 34172 (a)(1), the Calexico Community Redevelopment Agency was dissolved on February 1, 2012. Consistent with the provisions of the HSC, the City Council of the City of Calexico previously elected to serve in the capacity of the Successor Agency. The Oversight Board for the Successor Agency ("Oversight Board") has been established pursuant to HSC § 34179 to assist in the wind-down of the dissolved redevelopment agency.

Discussion & Analysis:

Per HSC § 34177 (l)(1), the Successor Agency is required to prepare a ROPS before each six-month fiscal period, which corresponds to equal halves of a fiscal year (i.e., January through June and July through December). Pursuant to HSC § 34180 (g), Oversight Board approval is required for the establishment of each ROPS. Pursuant to HSC § 34177 (m), an Oversight Board-approved ROPS 15-16B for the period of January through June 2016 must be submitted to the County Auditor-Controller, County Administrative Officer, the State Controller

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and the State Department of Finance no later than October 5, 2015. The Oversight Board has approved the establishment of ROPS 15-16B.

Fiscal Impact:

Pursuant to HSC § 34177, the Successor Agency is legally required to continue to make payments due for enforceable obligations. The approval of the ROPS 15-16B will ensure that the Successor Agency has the authority to continue to pay its enforceable obligations.

Coordinated With:

City Manager's Office.

Attachment:

1. Resolution of the Board of Directors of the Successor Agency to the Calexico Community Redevelopment Agency Approving the Recognized Obligation Payment Schedule 15-16B for the Period of January through June 2016 and Approving Certain Related Actions.

RESOLUTION NO. 2015- __-SA

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE CALEXICO COMMUNITY REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE 15-16B FOR THE PERIOD OF JANUARY THROUGH JUNE 2016 AND APPROVING CERTAIN RELATED ACTIONS

WHEREAS, pursuant to Health and Safety Code (the "HSC") § 34172 (a)(1), the Calexico Community Redevelopment Agency was dissolved on February 1, 2012; and

WHEREAS, consistent with the provisions of the HSC, the City Council of the City of Calexico previously elected to serve in the capacity of the Successor Agency to the Calexico Community Redevelopment Agency (the "Successor Agency"); and

WHEREAS, the Oversight Board for the Successor Agency (the "Oversight Board") has been established pursuant to HSC § 34179 to assist in the wind-down of the dissolved redevelopment agency; and

WHEREAS, per HSC § 34177 (l)(1), the Successor Agency is required to prepare a Recognized Obligation Payment Schedule (the "ROPS") before each six-month fiscal period, which corresponds to equal halves of a fiscal year (i.e., January through June and July through December); and

WHEREAS, pursuant to HSC § 34180 (g), Oversight Board approval is required for the establishment of each ROPS; and

WHEREAS, pursuant to HSC § 34177 (m), an Oversight Board-approved ROPS 15-16B for the period of January through June 2016 must be submitted to the County Auditor-Controller, County Administrative Officer, the State Controller and the State Department of Finance no later than October 5, 2015; and

WHEREAS, pursuant to HSC § 34177, the Successor Agency is legally required to continue to make payments due for enforceable obligations; and

WHEREAS, the Oversight Board has approved the establishment of ROPS 15-16B, which will ensure that the Successor Agency has the authority to continue to pay its enforceable obligations; and

WHEREAS, it is proposed that the Successor Agency approve the establishment of the ROPS 15-16B, which is attached hereto as Exhibit "A"; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Successor Agency to the Calexico Community Redevelopment Agency, as follows:

- Section 1.** The foregoing recitals are true and correct and are a substantive part of this Resolution.
- Section 2.** The ROPS 15-16B for the period of January through June 2016, which is attached hereto as Exhibit "A", is approved, inclusive of each enforceable obligation.
- Section 3.** The City Manager, as the Successor Agency's Executive Director or designee, is authorized to: i) post that ROPS 15-16B on the City's website, ii) transmit the ROPS 15-16B to the County Auditor-Controller, the County Administrative Officer, the State Controller and the State Department of Finance for their review within the timeframe and in the manner prescribed by the HSC; and iii) make ministerial revisions to ROPS 15-16B, which may include, but are not limited to restating the information included within ROPS 15-16B in any format that may be requested by the State Department of Finance, take such other actions and execute such other documents as are necessary to effectuate the intent of this Resolution, and to implement ROPS 15-16B on behalf of the Successor Agency, including authorizing and causing such payments.
- Section 4.** This Resolution shall take effect upon the date of its adoption.

PASSED, APPROVED AND ADOPTED this 7th day of March 2015

John M. Moreno, Chairman

ATTEST

Gabriela T. Garcia, Secretary for the
Successor Agency

CERTIFICATION:

I, Gabriela T. Garcia, Secretary for the Successor Agency to the Calexico Community Redevelopment Agency, do hereby certify that the foregoing Resolution No. 2015-__ (SA) was duly adopted by the Board of Directors for the Successor Agency to the Calexico Community Redevelopment Agency, at a meeting thereof held on the 7th day of March 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Gabriela T. Garcia, Secretary for the
Successor Agency

**SUCCESSOR AGENCY TO THE
CALEXICO COMMUNITY REDEVELOPMENT AGENCY
RECOGNIZED OBLIGATION PAYMENT SCHEDULE 15-16B
(JANUARY THROUGH JUNE 2016)**

(See Attachment)