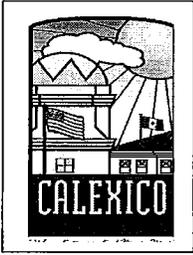


**AGENDA  
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# AGENDA STAFF REPORT

**DATE:** November 17, 2015

**TO:** Mayor and City Council

**APPROVED BY:** Nick Fenley, Acting City Manager 

**PREPARED BY:** Nick Servin, Public Works Director and City Engineer 

**SUBJECT:** Resolution of the City Council of the City of Calexico approving application for funding for Calexico New River Parkway Project from the Urban Waters Small Grant Program administered by the U.S. Environmental Protection Agency

=====

## Recommendation:

Resolution supporting application for funding for Calexico New River Parkway Project from U.S. Environmental Protection Agency's Urban Waters Small Grant Program

## Background:

The USEPA provides annual funding through the Urban Waters Small Grants Program "to help local residents and their organizations, particularly those in underserved communities, restore their urban waters in ways that also benefit community and economic revitalization." For their 2015-2016 funding cycle, they have \$1.6 million available for grants in the range of \$40,000-\$60,000. Grant applications are due on November 20, 2015.

The four main objectives of the Urban Waters Small Grants Program are to fund projects that: (1) address local water quality issues related to urban runoff pollution; (2) provide public health, economic and/or social benefits in addition to water quality and environmental benefits; (3) actively engage underserved communities; and (4) foster partnerships between community-based organizations, local governments, and other key partners; and

Implementation of projects pursuant to the New River Improvement Project (NRIP) Strategic Plan adopted by the California-Mexico Border Relations Council in 2012 share the objectives of the Urban Waters Small Grants Program. The City would like to submit a proposal for \$60,000 to fund a project that would engage the Calexico community in a collaborative process to improve water quality conditions in the area of the Calexico New River



Parkway Project, which is going to enter the construction phase in 2016.

In particular, the City would like to utilize funding from the Urban Waters Small Grants Program to engage Calexico residents, businesses, academic institutions, government agencies and public officials to increase their awareness of the sources and impacts of New River water pollution in Calexico, and to develop specific recommendations to improve water quality in the New River. The desired outcome of this effort would be to: (1) increase overall community knowledge of New River water quality conditions in Calexico; (2) increase knowledge of water quality data by local officials so they can implement recommendations to improve water quality; (3) reduce urban runoff pollution into the New River and improve its water quality; and (4) see the eventual implementation of community recommendations by local officials.

**Discussion & Analysis:**

Approve attached Resolution to allow the City to apply for funding from the Urban Waters Small Grant Program administered by the U.S. Environmental Protection Agency (USEPA).

**Fiscal Impact:**

If successful, this grant will bring in \$60,000 in additional funds to complete the Calexico New River Parkway Project. The Project requires a minimum of \$4,000 in matching funds that will be provided by a contract with the Calexico New River Committee (CNRC) who has funds available from a 2015-2016 grant secured from the California Environmental Protection Agency (CalEPA). The grant is being prepared under contract with the Law Offices of John McCaull, with a total cost to the City of \$2500 to prepare and submit the application.

**Coordinated With:**

Calexico New River Committee.

**Attachment:**

1. Resolution of the City Council of the City of Calexico approving application for funding for Calexico New River Parkway Project from the Urban Waters Small Grant Program administered by the U.S. Environmental Protection Agency

**RESOLUTION NO. 2015-\_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALEXICO APPROVING APPLICATION FOR FUNDING FOR CALEXICO NEW RIVER PARKWAY PROJECT FROM THE URBAN WATERS SMALL GRANT PROGRAM ADMINISTERED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY**

WHEREAS, the U.S. Environmental Protection Agency (USEPA) provides funds through the Urban Waters Small Grants Program “to help local residents and their organizations, particularly those in underserved communities, restore their urban waters in ways that also benefit community and economic revitalization”; and

WHEREAS, the four main objectives of the Urban Waters Small Grants Program are to fund projects that: (1) address local water quality issues related to urban runoff pollution; (2) provide public health, economic and/or social benefits in addition to water quality and environmental benefits; (3) actively engage underserved communities; and (4) foster partnerships between community-based organizations, local governments, and other key partners; and

WHEREAS, the implementation of projects pursuant to the New River Improvement Project (NRIP) Strategic Plan adopted by the California-Mexico Border Relations Council in 2012 share the objectives of the Urban Waters Small Grants Program; and

WHEREAS, the City of Calexico is working to complete the Calexico New River Parkway Project along the New River and is actively supporting implementation of the NRIP Strategic Plan; and

WHEREAS, the Urban Waters Small Grants Program provides specific funding for stream/stormwater system surveys, investigations and/or monitoring efforts that involve the collection, assessment/analysis, and/or communication of existing/new water quality data as they relate to addressing urban runoff/stormwater pollution. ; and

WHEREAS, the completion of projects recommended by the NRIP Strategic Plan for addressing water pollution in the Calexico reach of the New River require funding to expand data collection and community engagement;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Calexico hereby:

1. Approves the filing of an Application for the Urban Waters Small Grant Program; and
2. Certifies that the Project is consistent with the Applicant’s general plan or the equivalent planning document; and
3. Appoints the City Manager as the Authorized Organizational Representative (AOR) to conduct all negotiations, execute and submit all documents, including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the Project.

4. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

PASSED, APPROVED AND ADOPTED this \_\_\_<sup>th</sup> day of November, 2015.

Resolution No. 2015-\_\_  
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\_\_\_\_\_  
Joong S. Kim, Mayor

Attest:

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

\_\_\_\_\_  
Carlos Campos, City Attorney

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

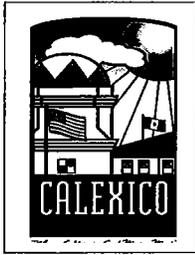
I, Gabriela Garcia, Deputy City Clerk of the City of Calexico do hereby certify the above Resolution No. 2015-\_\_ was approved at a regular City Council meeting held on the 20<sup>th</sup> day of October, 2015, by the following vote to-wit:

AYES:  
NOES:  
ABSTAIN:

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

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# AGENDA STAFF REPORT

**DATE:** November 17, 2015

**TO:** Mayor and City Council

**APPROVED BY:** Nick Fenley, Acting City Manager 

**PREPARED BY:** Rosalind Guerrero, Grants Manager 

**SUBJECT:** Adopt Resolution No. \_\_\_\_\_, approving the Annual report of the Calexico Business Improvement District and declaring the council's intention to levy an annual assessment for the Calexico Business Improvement District for calendar year 2016 and directing the city manager to schedule a public hearing for December 1, 2015 to consider levying the assessment.

=====

**Recommendation:**

Adopt Resolution No. \_\_\_\_\_, approving the Annual report of the Calexico Business Improvement District and declaring the council's intention to levy an annual assessment for the Calexico Business Improvement District for calendar year 2016 and directing the city manager to schedule a public hearing for December 1, 2015 to consider levying the assessment.

**Background:**

In February of 2000, the Calexico City Council established the Calexico Business Improvement District (BID) by the adoption of Ordinance No. 990 which provided for the levying of assessments for the BID. In 2009, the Calexico City Council appointed a BID advisory board.

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**Discussion & Analysis:**

The assessments may only be used for the promotion, marketing and advertising of professional and retail businesses located in the BID. All businesses located in the BID are to be assessed one hundred dollars (\$100.00) each for the calendar year. The assessment would be collected commencing January 1, 2016.

Pursuant to Streets and Highways Code Section 36500 - 36537, an annual report is attached which estimates revenues and expenditures for the BID and requests the levy of an assessment for calendar year 2016.

Prior to levying an assessment for the calendar year 2016, the City Council must adopt a Resolution of Intent to Levy the BID assessment and set a public hearing to consider the levy. The public hearing will be set for December 1, 2015 and staff will advertise the public hearing pursuant to relevant Government Code sections.

A report prepared by the City of Calexico on behalf of the BID Advisory Board based on calendar year 2015 expenditures must also be approved by the City Council. The report estimates revenue for activities and improvements for calendar year 2016 to be \$60,000.00.

**Fiscal Impact:**

The amount to be collected in assessments is estimated to be thirty-six thousand dollars (\$36,000.00). The assessment is calculated on 360 business licenses at \$100.00 each. The total amount estimated to be available for BID activities is sixty thousand dollars (\$60,000.00) which includes the balance of monies from the prior year.

**Coordinated With:**

BID Advisory Board on November 5, 2015 reviewed and approved the 2015 Annual Report and estimated revenue for calendar year 2016.

**Attachments:**

1. Report to the City Council prepared by the City of Calexico on behalf of the Calexico Business Improvement District dated November 17, 2015.
2. Resolution of the City Council of the City of Calexico approving the 2015 Annual Report of the Calexico Business Improvement District and declaring Council's intention to levy an annual assessment for the Calexico Business Improvement District for calendar year 2016 and directing the city manager to schedule a Public Hearing for December 1, 2015 to consider levying the assessment.
3. Business Improvement District Map

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALEXICO APPROVING THE 2015 ANNUAL REPORT OF THE CALEXICO BUSINESS IMPROVEMENT DISTRICT AND DECLARING COUNCIL'S INTENTION TO LEVY AN ANNUAL ASSESSMENT FOR THE CALEXICO BUSINESS IMPROVEMENT DISTRICT FOR CALENDAR YEAR 2016 AND DIRECTING THE CITY MANAGER TO SCHEDULE A PUBLIC HEARING FOR DECEMBER 1, 2015 TO CONSIDER LEVYING THE ASSESSMENT**

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

**WHEREAS** the Parking and Business Improvement Area Law of 1989 (California Streets and Highway Code Section 36500 et seq.) authorizes cities to establish parking and business improvement areas for the purpose of imposing assessments on businesses for certain purposes; and

**WHEREAS** on February 15, 2000, the Calexico City Council established the Calexico Business Improvement District (the District) by the adoption of Ordinance No. 990; and

**WHEREAS** the District Board has submitted an Annual Report to Council that outlines the activities of the District proposed for calendar year 2016 as required by the California Streets and Highways Code Section 36533; and

**WHEREAS** the Annual Report is clear, complete and found to comply with the interests of the District assessments and contains the information required by California Streets and Highways Code Section 36533; and

**WHEREAS** the California Streets and Highways Code Sections 36534 and 36535 require that in order to levy an assessment, the City Council must adopt a Resolution of Intent that declares its intent to levy such assessment and then set a date for a public hearing where interested parties may be heard on the issue.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that:

**SECTION 1.** The City Council hereby approves the 2015 Annual Report of the Calexico Business Improvement District as submitted to the City Clerk by the Calexico Business Improvement District Board.

**SECTION 2.** The boundaries of the Calexico Business Improvement District are described in the Calexico Ordinance No. 990 and displayed on the boundary map included in the submitted Annual Report.

**SECTION 3.** No changes in the boundaries of the Calexico Business Improvement District are proposed by the District Board for calendar year 2016.

**SECTION 4.** Pursuant to the provisions of Section 36500 et seq. of the California Streets and Highways Code, City Council declares its intent to levy and collect an annual assessment for the Calexico Business Improvement District for calendar year 2016.

**SECTION 5.** The authorized uses for the revenues derived from the assessment are stated in Calexico Ordinance No. 990, and no changes to these uses are proposed in the 2015 Annual Report.

**SECTION 6.** A full and detailed description of the improvements and activities to be provided in calendar year 2016, the boundaries of the area and the proposed assessments to be levied upon the businesses within the area, and any change in the amount of the assessment are contained within the 2015 Annual Report of the Calexico Business Improvement District filed with the City Clerk by the District Board.

**SECTION 7.** A public hearing shall be held before the City Council on December 1, 2015 in the Council Chambers, 608 Heber Avenue, Calexico, California, 92231. Following the hearing, Council will consider adoption of a resolution levying the assessment as recommended by the Calexico Business Improvement District Board. At this hearing, Council will hear all interested persons and protests may be made orally or in writing. Written protests shall be filed with the City Clerk at or before the hearing. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Any protest pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularity or defect to which the objection is made. Council may correct minor defects in the proceedings during the hearing. If written protests against the assessment are received from business owners that will pay fifty percent or more of the proposed assessment, no further proceedings to levy the assessment shall be taken for one year from the date of the finding of a majority protest by Council. If the majority protest by business owners is against the furnishing of a specified improvement or activity within the District, those improvements or activities shall be eliminated. In order to be counted towards a majority protest, each written protest shall be from the business owner and contain a business description sufficient to identify the business. If the protesting person is not shown on the City's official business license records as owner of the business, the protest shall contain written evidence that the person is the business owner.

**SECTION 8.** The City Manager is hereby directed to give notice of said hearing by causing the Resolution of Intention to be published once in a newspaper of general circulation in the City of Calexico not less than seven days before the public hearing.

Resolution No. \_\_\_\_\_  
Page 3

**PASSED, APPROVED AND ADOPTED** this 1st day of December 2015.

\_\_\_\_\_  
Joong Kim, Mayor

ATTEST

\_\_\_\_\_  
Gabriela T. Garcia, Deputy City Clerk

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

I, Gabriela T. Garcia, Deputy City Clerk of the City of Calexico do hereby certify that the foregoing Resolution No. \_\_\_\_ was duly adopted by the Calexico City Council at a regular meeting thereof held on the 1st day of December 2015, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Gabriela T. Garcia, Deputy City Clerk



REPORT TO THE CITY COUNCIL  
CALEXICO BUSINESS IMPROVEMENT DISTRICT (BID)  
ANNUAL REPORT - 2015

Prepared for:  
Business Improvement District Advisory Committee

Prepared by:  
City of Calexico  
November 17, 2015

[www.calexicobid.com](http://www.calexicobid.com)

## HISTORY

Ordinance No. 990 established the Calexico Business Improvement District (BID) in which an annual assessment is to be collected at the same time and manner as the Business Tax License fees.

Ordinance No. 990 established the fees and the boundary of the BID. Assessments were based on zones and the business category. The categories established under the Ordinance are general retailers, restaurants, non retailers/service providers, and state regulated companies and specifies fees to be collected.

Revenue collected is to defray the cost of services and programs which will benefit businesses in the area, including, but not limited to any of the following:

- The acquisition, construction, or maintenance of parking facilities for the benefit of the area;
- Decoration of any public place;
- Promotion of public events which are to take place on or in public places in the area;
- Furnishing of music in any public place in the area;
- The general promotion of business activities in the area.

In 2009, the City Council of the City of Calexico thru Resolution 09-82 established an annual fee of \$100.00.

The BID Advisory Committee appointed by the City Council meets on the 2<sup>nd</sup> Wednesday of each month and continue to accomplish promotional events and advertising. The events hosted by BID include advertising in print, radio, electronic boards, and television media and events held in the downtown area. Advertising provided by BID promotes all businesses within the zone boundaries.

The activities undertaken by BID for the calendar year 2015 included addressing concerns by downtown merchants and the attraction of shoppers over and above those that already shop in the BID areas. BID Advisory Board members goal is to identify the BID's "niche" and establish the area as a destination point.

BID Advisory Board members worked with city staff and Allied/Republic Waste to address the overflow of debris in trash containers because of the size of the container and the need for each business to have a container and not share with another business.

BID members expressed their concern regarding criminal activity in BID areas and the need to have a plan to address security issues. The Calexico Police Department was successful in arresting the alleged "burrowing thief" responsible for break-ins of several businesses.

BID members participated in the discussion of signs, banners, and flags as presented by the Calexico Planning Commission and city staff. Concerns on enforcement and fines were reviewed as BID businesses requested BID's support. Businesses expressed their concern the

city is discouraging businesses by targeting the signs, banners, and flags that promote the business.

Discussion was held on whether to include the Gran Plaza within BID boundaries. Availability of free parking at Gran Plaza was identified as being a disadvantage to downtown.

The 6<sup>th</sup> annual Car Show proved to be the best from prior years because of the BID's efforts to advertise and promote the event early and the contracting of an experienced coordinator that could dedicate full time to the event. The need to expand and allow more cars to show will be considered for future events. The Facebook page established for the car show brought in over 26,000 "likes".

BID members requested the City Finance Department provide sales tax comparisons for prior years that would help measure whether events and promotions held bring in sales taxes. Information from the Finance department via the sales tax consultant is pending.

Free parking for the months of July 2015 through the Labor Day holiday were approved by the City Council to encourage shopping during the summer months.

Summer and "back to school" 50/50 advertising campaign on print and television media supported local businesses in advertising at one-half (1/2) the regular cost.

Promotions for Black Friday, Christmas, and New Year's Day holidays allowed participation of businesses to advertise in print (including coupons), television, and electronic board announcements. There is no cost to the business as long as the business agrees to open early the morning hours of Black Friday.

## **RECOMMENDATIONS FOR CALENDAR YEAR 2016**

### **BID Boundaries:**

Recommendation to leave current boundaries as established by Ordinance No. 990.

### **BID Zones:**

Recommendation to continue with Zone 1 and Zone 2, as shown on map.

### **BID Assessment Fees:**

Recommendation to leave fee at \$100.00 to be collected for each business license issued within the zone boundaries for calendar year 2016.

The fees assessed will be collected and used for the following activities:

Marketing and promotional activities to include advertising, entertainment, and general promotion;

Maintenance and update of BID website ([www.calexicobid.com](http://www.calexicobid.com));

Decoration of any public place in the BID boundaries;

Assist the City in enforcing ordinances previously established.

Encourage businesses to voice their concerns to the members of the BID board and assist in resolving concerns expressed.

**Fiscal Impact:**

Estimated amount to be collected in the calendar year 2016 assessments is \$36,000.00. The assessment is calculated on three hundred sixty (360) business licenses to be paid at \$100.00 each.

The total amount estimated to be available for BID activities is \$60,000.00 for the calendar year 2016.

**RESOLUTION OF INTENT**

The BID Advisory Committee recommends the City Council adopt the Resolution accepting the annual BID report and the Council's intent to levy an annual assessment for the BID and hold a public hearing on December 1, 2015 or sooner to consider levying the assessment for January 1, 2016.

**RECOMMENDATIONS**

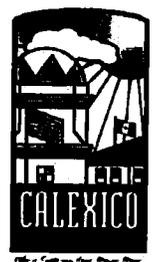
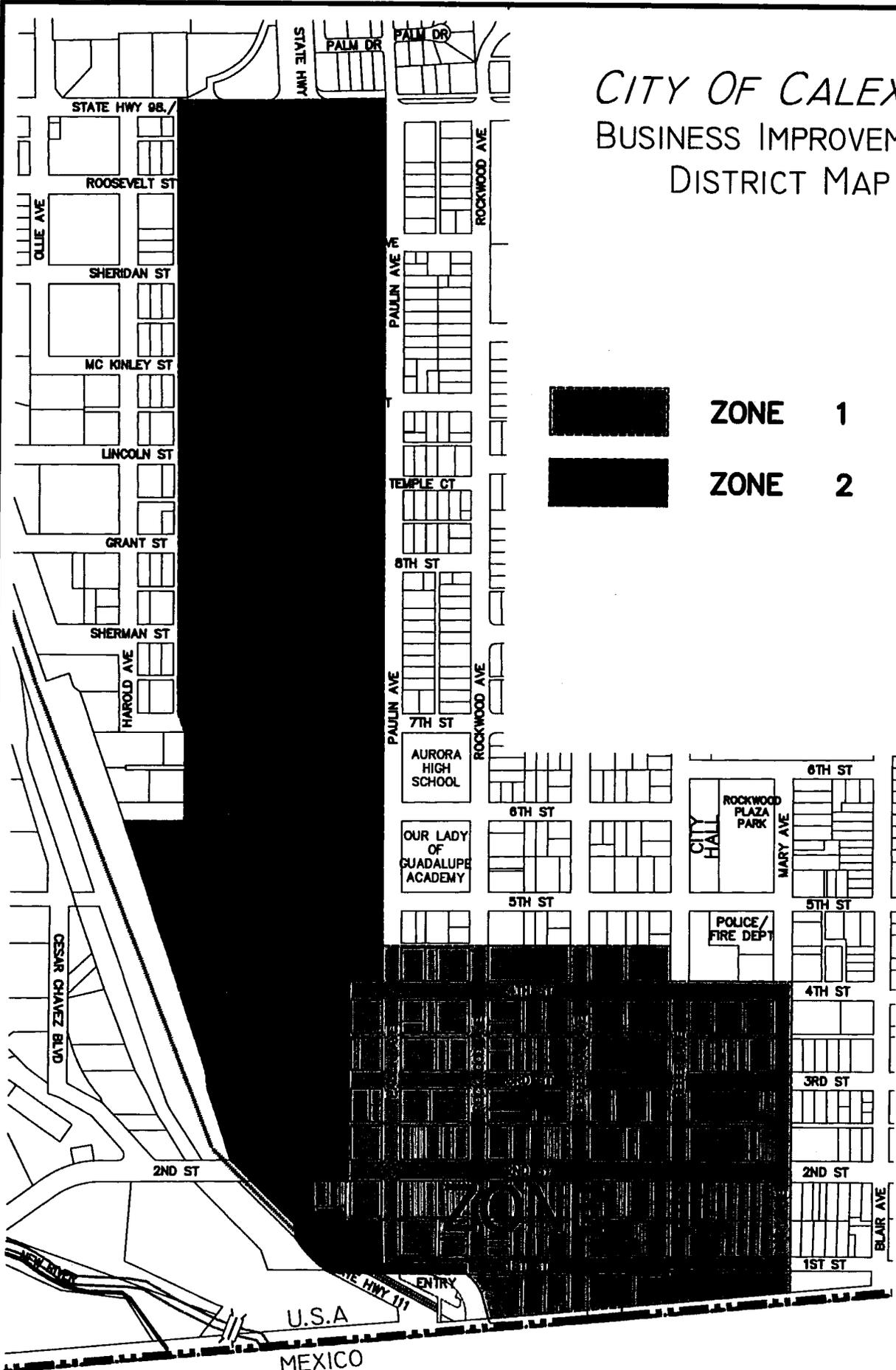
Adopt the Resolution of the City Council of the City of Calexico approving the 2015 Annual Report of the BID and declaring the Council's intention to levy an annual assessment for the BID for calendar year 2016 and hold a public hearing on December 1, 2015 or sooner to consider levying the assessment.

Attachments:

Resolution of Intent  
BID Zone Map

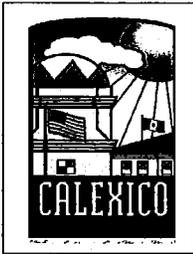
# CITY OF CALEXICO BUSINESS IMPROVEMENT DISTRICT MAP

-  ZONE 1
-  ZONE 2



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# AGENDA STAFF REPORT

**DATE:** November 17, 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:** Termination of Employment Contract – Richard N. Warne

=====

## Recommendation:

1. Confirm that neither the Mayor nor any member of the Council received a request from Mr. Warne to address the Council in closed session. Such request must have been received by or before October 23, 2015.
2. Approve the termination of the employment contract of City Manager, Richard N. Warne, effective as of November 17, 2015.

## Background:

Pursuant to Council direction and the requirements of Section 3a of his employment contract, Mr. Warne was provided with written notice of the City's intent to terminate his employment. That notice was received by Mr. Warne on October 13, 2015. His contract requires that the written notice be provided "at least thirty (30) days before the effective date of said action." (Emphasis added).

## Discussion & Analysis:

Mr. Warne's employment contract is attached to this Staff Report for review. The salient provisions of his contract are:

1. Section 3, Employment Term and Termination. "...he may be terminated at any time by the governing body with or without cause upon a vote of three (3) City Council Members at a duly called, noticed, and regular City Council meeting...."
2. Section 3a, Notice. "In the case of intended termination by the City Council, the City Manager shall be furnished with a written notice stating the City

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Council's intention to terminate his employment, as [sic] least thirty (30) days before the effective date of said action."

3. Section 3b, Meeting. "Within ten (10) days after delivery to the City Manager of such notice of intention to terminate, he may by written notification to the Mayor or any member of the City Council, request a confidential closed-session meeting with the City Council ...."

In this matter, Mr. Warne received written notice on or about October 13, 2015. Therefore, he had until October 23, 2015 to notify the Mayor or any member of the City Council of any request to address the Council in closed session. We are not aware of any such request. Presuming no request was made, the Council may now vote on whether to terminate Mr. Warne's contract.

**Fiscal Impact:**

None.

**Coordinated With:**

Acting City Manager.

**Attachments:**

Employment Agreement Between City of Calexico and Richard N. Warne

## **EMPLOYMENT AGREEMENT BETWEEN CITY OF CALEXICO AND RICHARD N. WARNE**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Calexico, a municipal corporation of the State of California, hereinafter referred to as the "City," and Richard N. Warne, hereinafter referred to as "City Manager," as of June 16, 2015.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Purpose. The purpose of this Agreement is to provide for the employment of Richard N. Warne as City Manager of the City of Calexico as provided by state law and the ordinances of the City of Calexico, California.

2. Employment. The City hereby agrees to employ City Manager as the chief executive officer of the City to perform and carry out the duties and functions of the office of City Manager as specified in State law, City ordinances, and City rules and regulations, and to perform other legally permissible and proper duties and functions as the City Council may from time to time assign to him. City Manager agrees that, to the best of his ability and experience, he will at all times loyally and conscientiously perform all of the duties and obligations required of him either expressly or implicitly by State law, City ordinances, City rules and regulations, and the terms of this Agreement. City Manager shall be subject to the control and direction of the governing body of the City, which consists of the five (5) elected members of the City Council. Directives by members of the governing body to the staff shall be through City Manager.

3. Employment Term and Termination. City Manager agrees to commence the performance of his duties under the terms of this Agreement on or before June 16, 2015, and to continue to do so for an indefinite period until terminated as provided herein. It is expressly understood and agreed that City Manager serves as an at-will employee of the City, and that, subject to the provisions set out below, he may be terminated at any time by the governing body with or without cause upon a vote of three (3) City Council Members at a duly called, noticed, and regular City Council meeting. Any involuntary termination of City Manager shall be in accordance with the following requirements:

a. Notice. In the case of intended termination by the City Council, the City Manager shall be furnished with a written notice stating the City Council's intention to terminate his employment, as least thirty (30) days before the effective date of said action.

b. Meeting. Within ten (10) days after the delivery to City Manager of such notice of intention to terminate, he may by written notification to the Mayor or any member of the City Council, request a confidential closed-session meeting with the City Council. Thereafter, the City Council shall fix a time for the closed-session meeting, which shall be held at its usual meeting place, but before the expiration of the thirty-day (30) period. At that closed-session meeting, City Manager shall be allowed to appear and be heard.

c. Discretion of the City Council. In terminating the employment of the City Manager, the City Council may use its uncontrolled discretion, and its action shall be final and shall not depend upon any cause or particular showing or degree of proof at the meeting.

d. Limitation on Termination. Notwithstanding those provisions of Section 3 set forth above, City Manager shall not be removed from office during or within a period of ninety (90) days prior to a general or special municipal election, or within one-hundred and twenty (120) days after any general or special municipal election held in the City at which a member of the City Council is elected or appointed. The purpose of this provision is to allow any new member of the City Council or reorganized City Council to learn his or her City Council duties, understand the complex functions of municipal government, and observe the actions and ability of City Manager in the performance of the powers and duties of his office. The City and City Manager agree that the one-hundred and twenty (120) days begins the day after the new member or members of the City Council have all been sworn in. After the expiration of said one-hundred and twenty (120) day period aforementioned, the provisions of this Section allowing for the termination of City Manager shall apply and be effective.

e. Severance Pay. In the case of involuntary termination, City Manager shall be entitled to receive eight (8) months' severance pay in salary and benefits, in a lump sum or in monthly payments by the City, as elected by City Manager, as listed hereinafter in Sections 4.a, 5.b, and 5.e collectively as "Severance Pay." Upon involuntary termination, unless otherwise directed by City Manager, City shall continue to make such health insurance premium payments related to his employment as City Manager previously elected under the City's employee health and related benefits program for eight (8) months after City Manager's termination. City Manager shall also be paid all accrued vacation, sick leave, and administrative leave as part of his severance payment. In return, City Manager agrees to be available for consultation and assistance to the new City Manager or any other City Council appointee for eight (8) months following his termination. Involuntary termination from service shall include, but not be limited to, reductions in force, forced resignations, position eliminations, structural reorganizations and reductions in pay not applicable to all employees of the City. In addition to severance pay provided under this Agreement by the City, City Manager shall be entitled to an additional six (6) months' salary and health insurance COBRA benefits under the California Joint Powers Insurance Authority (CJPIA) Chief Executive Separation Payment Program, as outlined in the Memorandum of Liability Coverage Effective July 1, 2014 to July 1, 2015, and any successor to that agreement. Should the City terminate its membership in the California Joint Powers Insurance Authority (CJPIA) or be expelled from the organization, the City will not be required to pay the additional six (6) months' severance nor have an obligation to replace the program with a similar program.

The severance pay provided under this Agreement shall be City Manager's sole and exclusive remedy for any and all claims for damages related to his employment pursuant to this Agreement and shall be in lieu of any other notice, hearing, or severance rights, not provided in this Agreement, that City Manager may have under any other code or regulation of the City. City Manager hereby waives any cause of action against City and any of its employees or agents for any termination pursuant to the terms of this Agreement,

f. Assembly Bill 1344. Assembly Bill 1344 was enacted in 2011 as a means to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. Assembly Bill 1344 requires that contracts between a local agency and its employee include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency (California Government Code Sections 53245 - 53243.4). Specifically, Assembly Bill 1344 includes the following Government Code Sections, which are hereby incorporated by this Agreement by reference:

Section 53243. Reimbursement of paid leave salary required by conviction of crime involving office or position.

Section 53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

Section 53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

Section 53243.3. Reimbursement of non-contractual payments upon conviction or crime involving office or position.

Section 53243.4. Abuse of office or position defined.

g. Voluntary Resignation. City Manager may voluntarily resign at any time from his position with the City, provided he give the City thirty (30) days' notice in advance, in which case he foregoes any right to severance pay and benefits. City Manager shall be paid in a lump sum for all accrued but unused vacation and administrative leave.

#### 4. Compensation.

a. Salary. The City shall pay City Manager for his services an annual base salary of one hundred-and-ninety nine thousand dollars (\$199,000), payable in installments at the same time as other employees of the City are paid.

b. Overtime. City Manager shall be an exempt managerial employee and not subject to any overtime compensation under the Fair Labor Standards Act (FLSA). City Manager is expected to fulfill the obligations of City Manager's position, which may require him to devote necessary time outside normal office hours to the business of the City. City Manager does not have set hours of work as City Manager, and is expected to be available at all times and to spend sufficient hours on site to perform City Manager's duties.

c. Compensation Adjustments. City Manager's salary and benefits will be adjusted for cost-of-living by the same percentage as approved by the City Council as for other non-sworn City employees. City Manager shall be eligible for a merit increase at such times as the City Council deems appropriate.

d. Compensation Reductions. The City shall not, at any time during the term of this Agreement, reduce the salary, compensation or other financial benefits granted to City Manager; except, however, City Manager's compensation may be decreased in an amount that is the pro-rata equivalent of any salary reduction implemented for the base pay of all City employees.

5. Benefits. In addition to the compensation set forth in Section 4 of this Agreement, and as additional consideration, City Manager shall be entitled to the following benefits:

a. Retirement. City participates in the California Public Employees Retirement System (CalPERS). Contributions on behalf of City Manager shall be as allowed by the Public Employees' Pension Reform Act ("PERPA") based upon City Manager's employment history. City agrees to contribute an amount equal to that which is provided to other non-sworn

management employees of the City, if PERPA allows for such payment. If not, then City and City Manager shall pay the contributions required by PERPA.

In addition, City Manager may contribute amounts from his base salary as deferred compensation into City Manager's International City Management Association Retirement Corporation ("ICMARC") Section 401 Money Purchase Plan, or Section 457 Deferred Compensation Plan, or to such other qualified retirement plan as may be designed by City Manager as permitted by law. Except as may otherwise be provided by law or specific retirement-plan rules, vesting will be and remain at one hundred percent (100%) from date of employment, and City Manager's ownership in said plan and program assets shall survive the termination of City Manager's employment with the City.

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13. Performance Evaluation. The governing body of the City may evaluate the performance of City Manager up to four (4) times per year. Said review and evaluation shall be in accordance with guidelines and criteria developed jointly by the City Council and City Manager. Said criteria may be added to or deleted from as the governing body of the City and City Manager may from time to time determine. The City Council shall provide City Manager adequate opportunity to discuss his evaluation with the governing body of the City in a closed executive session of the City Council. Annually, the governing body, with recommendations from City Manager, shall define such goals and objectives which they determine necessary for the proper operation of the City. City Manager will assist the governing body in establishing relative priority among the various goals and objectives established by the governing body.

14. Other Terms and Conditions of Employment. The City Council and City Manager shall jointly fix any other terms and conditions of employment as they may determine from time to time, relating to the performance of City Manager.

15. California Law. This Agreement is made in and shall be construed and enforced under the laws of the State of California, and venue for any legal action relating to this Agreement shall be in Imperial County, California

16. Waiver. A waiver of any term or condition of this Agreement shall not be construed as general waiver by the City or City Manager, and the City or City Manager shall be free to reinstate any such term or condition, with or without notice.

17. Entire Agreement. The text of this Agreement shall constitute the entire and exclusive agreement between the parties. All prior oral or written communications, understandings, or agreements between the parties not set forth herein shall be superseded in total by this Agreement.

18. Amendment. This Agreement may be amended from time to time, as mutually agreed to by the parties. No amendment shall be valid unless made in writing, signed by City Manager and approved by minute action or resolution by the City Council.

19. Assignment. This Agreement may not be assigned by either party.

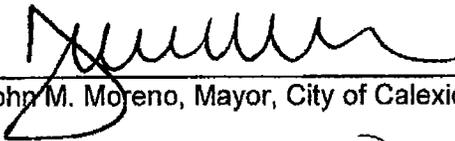
20. Binding Affect. This Agreement shall bind all parties, their respective heirs, personal representatives, or assigns, but nothing herein shall be construed as an authorization or right of any party to assign his rights or obligations hereunder.

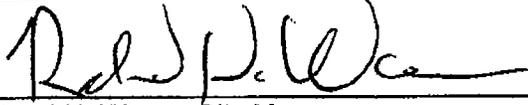
21. Integration. This Agreement shall supersede all prior agreements between the parties hereto; both written and oral, and this Agreement alone shall govern and control their

duties and obligations and liabilities. This Agreement shall supersede conflicting provisions of City policies.

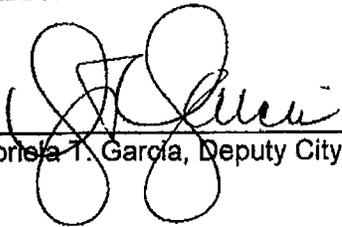
22. Severability. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of the Agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Calexico has caused this agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, and City Manager has signed and executed this agreement, both in duplicate the day and year first above written.

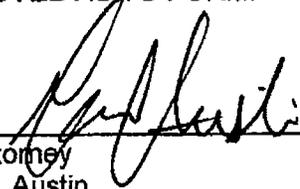
For City:   
\_\_\_\_\_  
John M. Moreno, Mayor, City of Calexico

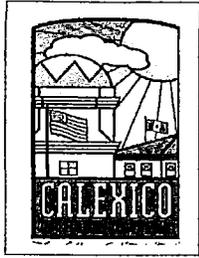
For City Manager   
\_\_\_\_\_  
Richard N. Warne, City Manager

ATTEST:

  
\_\_\_\_\_  
Gabriela T. Garcia, Deputy City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney  
Mark J. Austin



# AGENDA STAFF REPORT

**DATE:** June 16, 2015

**TO:** Mayor and City Council

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

**PREPARED BY:** Richard N. Warne, Interim City Manager *Real*

**SUBJECT:** Resolution of the City Council of the City of Calexico Approving the Employment Agreement with Richard N. Warne and Appointing Him as City Manager of the City of Calexico

=====

**Recommendation:**

Approve the Resolution of the City Council of the City of Calexico approving the employment agreement with Richard N. Warne and appointing him as City Manager of the City of Calexico.

**Background:**

The City of Calexico is a general law city that operates under the council-manager form of government. Under this form of government, the City Council acts as the board of directors and sets policy for the City, while the City Manager acts as the chief executive officer (CEO) of the organization and carries out the policies of the governing body.

The City Manager implements the decisions of the City Council, manages the day-to-day operations of the City, ensures municipal services are delivered efficiently and effectively, hires and fires employees and works to protect the health, safety and welfare of the City.

On May 28, 2015, Mayor Moreno, Council Member Real, (representing the City Council) Interim City Manager Richard N. Warne and a mediator hired by the California Joint Powers Authority (JPIA) met. After four hours, Mayor Moreno, Council Member Real, Interim City Manager Richard N. Warne and the mediator all agreed on terms and conditions of an employment agreement. These terms and conditions have been incorporated into the attached contract.

AGENDA  
ITEM  
**3**

**Discussion & Analysis:**

Richard N. Warne has been working as Interim City Manager since July 1, 2014. The City Council wishes to enter into a long-term employment agreement with Richard N. Warne and appoint him as City Manager for the City of Calexico.

The attached Resolution outlines the terms and conditions of employment.

**Fiscal Impact:**

Salary and benefits are outlined in the attached Employment Agreement Between the City of Calexico and Richard N. Warne.

**Coordinated With:**

City Council.  
City Manager's Office.  
California Joint Powers Insurance Authority (CJPIA).

**Attachment:**

Employment Agreement Between the City of Calexico and Richard N. Warne.

**RESOLUTION NO. 2015-\_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALEXICO APPROVING THE EMPLOYMENT AGREEMENT WITH RICHARD N. WARNE AND APPOINTING HIM AS CITY MANAGER OF THE CITY CALEXICO**

**WHEREAS**, the City of Calexico is a general law city that operates under the council-manager form of government; and

**WHEREAS**, under the council-manager form of government, the City Council acts as the board of directors and sets policy for the City, while the City Manager acts as the chief executive officer (CEO) of the organization and carries out the policies of the governing body; and

**WHEREAS**, as the chief executive officer (CEO) of the City, the City Manager implements the decisions of the City Council, manages the day-to-day operations of the City, ensures municipal services are delivered efficiently and effectively, hires and fires employees and works to protect the health, safety and welfare of the City; and

**WHEREAS**, Richard N. Warne has been working as Interim City Manager since July 1, 2014; and

**WHEREAS**, the City Council wishes to enter into a long-term employment agreement with Richard N. Warne and appoint him as City Manager for the City of Calexico.

**NOW, THEREFORE**, be it resolved, determined, and ordered by the City Council of the City of Calexico:

**Section 1.** The City Council hereby appoints Richard N. Warne as City Manager for the City of Calexico and approves the Employment Agreement Between the City of Calexico and Richard N. Warne, as attached to Exhibit "A" to this Resolution.

**Section 2.** This Resolution shall become effective immediately upon passage.

**PASSED, ADOPTED and APPROVED** this 16<sup>th</sup> day of June, 2015, by the City Council of the City of Calexico.

\_\_\_\_\_  
John M. Moreno, Mayor

**ATTEST:**

\_\_\_\_\_  
Gabriela 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 the above Resolution No. 2015-\_\_\_\_\_ was approved at a regular City Council meeting held on the 16<sup>th</sup> day of June 2015, by the following vote to-wit:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Gabriela T. Garcia, Deputy City Clerk

# EXHIBIT A

## EMPLOYMENT AGREEMENT BETWEEN CITY OF CALEXICO AND RICHARD N. WARNE

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Calexico, a municipal corporation of the State of California, hereinafter referred to as the "City," and Richard N. Warne, hereinafter referred to as "City Manager."

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Purpose. The purpose of this Agreement is to provide for the employment of Richard N. Warne as City Manager of the City of Calexico as provided by state law and the ordinances of the City of Calexico, California.
  
2. Employment. The City hereby agrees to employ City Manager as the chief executive officer of the City to perform and carry out the duties and functions of the office of City Manager as specified in State law, City ordinances, and City rules and regulations, and to perform other legally permissible and proper duties and functions as the City Council may from time to time assign to him. City Manager agrees that, to the best of his ability and experience, he will at all times loyally and conscientiously perform all of the duties and obligations required of him either expressly or implicitly by State law, City ordinances, City rules and regulations, and the terms of this Agreement. City Manager shall be subject to the control and direction of the governing body of the City, which consists of the five (5) elected members of the City Council. Directives by members of the governing body to the staff shall be through City Manager.
  
3. Employment Term and Termination. City Manager agrees to commence the performance of his duties under the terms of this Agreement on or before June 2, 2015, and to continue to do so for an indefinite period until terminated as provided herein. It is expressly understood and agreed that City Manager serves as an at-will employee of the City, and that, subject to the provisions set out below, he may be terminated at any time by the governing body with or without cause upon a vote of three (3) City Council Members at a duly called, noticed, and regular City Council meeting. Any involuntary termination of City Manager shall be in accordance with the following requirements:
  - a. Notice. In the case of intended termination by the City Council, the City Manager shall be furnished with a written notice stating the City Council's intention to terminate his employment, as least thirty (30) days before the effective date of said action.
  
  - b. Meeting. Within ten (10) days after the delivery to City Manager of such notice of intention to terminate, he may by written notification to the Mayor or any member of the City Council, request a confidential closed-session meeting with the City Council. Thereafter, the City Council shall fix a time for the closed-session meeting, which shall be held at its usual meeting place, but before the expiration of the thirty-day (30) period. At that closed-session meeting, City Manager shall be allowed to appear and be heard.
  
  - c. Discretion of the City Council. In terminating the employment of the City Manager, the City Council may use its uncontrolled discretion, and its action shall be final and shall not depend upon any cause or particular showing or degree of proof at the meeting.

d. Limitation on Termination. Notwithstanding those provisions of Section 3 set forth above, City Manager shall not be removed from office during or within a period of ninety (90) days prior to a general or special municipal election, or within one-hundred and twenty (120) days after any general or special municipal election held in the City at which a member of the City Council is elected or appointed. The purpose of this provision is to allow any new member of the City Council or reorganized City Council to learn his or her City Council duties, understand the complex functions of municipal government, and observe the actions and ability of City Manager in the performance of the powers and duties of his office. The City and City Manager agree that the one-hundred and twenty (120) days begins the day after the new member or members of the City Council have all been sworn in. After the expiration of said one-hundred and twenty (120) day period aforementioned, the provisions of this Section allowing for the termination of City Manager shall apply and be effective.

e. Severance Pay. In the case of involuntary termination, City Manager shall be entitled to receive eight (8) months' severance pay in salary and benefits, in a lump sum or in monthly payments by the City, as elected by City Manager, as listed hereinafter in Sections 4.a, 5.b, and 5.e collectively as "Severance Pay." Upon involuntary termination, unless otherwise directed by City Manager, City shall continue to make such health insurance premium payments related to his employment as City Manager previously elected under the City's employee health and related benefits program for eight (8) months after City Manager's termination. City Manager shall also be paid all accrued vacation, sick leave, and administrative leave as part of his severance payment. In return, City Manager agrees to be available for consultation and assistance to the new City Manager or any other City Council appointee for eight (8) months following his termination. Involuntary termination from service shall include, but not be limited to, reductions in force, forced resignations, position eliminations, structural reorganizations and reductions in pay not applicable to all employees of the City. In addition to severance pay provided under this Agreement by the City, City Manager shall be entitled to an additional six (6) months' salary and health insurance COBRA benefits under the California Joint Powers Insurance Authority (CJPIA) Chief Executive Separation Payment Program, as outlined in the Memorandum of Liability Coverage Effective July 1, 2014 to July 1, 2015, and any successor to that agreement. Should the City terminate its membership in the California Joint Powers Insurance Authority (CJPIA) or be expelled from the organization, the City will not be required to pay the additional six (6) months' severance nor have an obligation to replace the program with a similar program.

The severance pay provided under this Agreement shall be City Manager's sole and exclusive remedy for any and all claims for damages related to his employment pursuant to this Agreement and shall be in lieu of any other notice, hearing, or severance rights, not provided in this Agreement, that City Manager may have under any other code or regulation of the City. City Manager hereby waives any cause of action against City and any of its employees or agents for any termination pursuant to the terms of this Agreement.

f. Assembly Bill 1344. Assembly Bill 1344 was enacted in 2011 as a means to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. Assembly Bill 1344 requires that contracts between a local agency and its employee include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency (California Government Code Sections 53245 – 53243.4). Specifically, Assembly Bill 1344 includes the following Government Code Sections, which are hereby incorporated by this Agreement by reference:

Section 53243. Reimbursement of paid leave salary required by conviction of crime involving office or position.

Section 53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

Section 53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

Section 53243.3. Reimbursement of non-contractual payments upon conviction or crime involving office or position.

Section 53243.4. Abuse of office or position defined.

g. Voluntary Resignation. City Manager may voluntarily resign at any time from his position with the City, provided he give the City thirty (30) days' notice in advance, in which case he foregoes any right to severance pay and benefits. City Manager shall be paid in a lump sum for all accrued but unused vacation and administrative leave.

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a. Salary. The City shall pay City Manager for his services an annual base salary of one hundred-and-ninety nine thousand dollars (\$199,000), payable in installments at the same time as other employees of the City are paid.

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12. Bonding. City shall bear the full cost of any fidelity or other bonds required under any law or ordinance.

13. Performance Evaluation. The governing body of the City may annually evaluate the performance of City Manager. Said review and evaluation shall be in accordance with guidelines and criteria developed jointly by the City Council and City Manager. Said criteria may be added to or deleted from as the governing body of the City and City Manager may from time to time determine. The City Council shall provide City Manager adequate opportunity to discuss his evaluation with the governing body of the City in a closed executive session of the City Council. Annually, the governing body, with recommendations from City Manager, shall define such goals and objectives which they determine necessary for the proper operation of the City. City Manager will assist the governing body in establishing relative priority among the various goals and objectives established by the governing body.

14. Other Terms and Conditions of Employment. The City Council and City Manager shall jointly fix any other terms and conditions of employment as they may determine from time to time, relating to the performance of City Manager.

15. California Law. This Agreement is made in and shall be construed and enforced under the laws of the State of California, and venue for any legal action relating to this Agreement shall be in Imperial County, California

16. Waiver. A waiver of any term or condition of this Agreement shall not be construed as general waiver by the City or City Manager, and the City or City Manager shall be free to reinstate any such term or condition, with or without notice.

17. Entire Agreement. The text of this Agreement shall constitute the entire and exclusive agreement between the parties. All prior oral or written communications, understandings, or agreements between the parties not set forth herein shall be superseded in total by this Agreement.

18. Amendment. This Agreement may be amended from time to time, as mutually agreed to by the parties. No amendment shall be valid unless made in writing, signed by City Manager and approved by minute action or resolution by the City Council.

19. Assignment. This Agreement may not be assigned by either party.

20. Binding Affect. This Agreement shall bind all parties, their respective heirs, personal representatives, or assigns, but nothing herein shall be construed as an authorization or right of any party to assign his rights or obligations hereunder.

21. Integration. This Agreement shall supersede all prior agreements between the parties hereto; both written and oral, and this Agreement alone shall govern and control their duties and obligations and liabilities. This Agreement shall supersede conflicting provisions of City policies.

22. Severability. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of the Agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Calexico has caused this agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, and City Manager has signed and executed this agreement, both in duplicate the day and year first above written.

For City:

\_\_\_\_\_  
John M. Moreno, Mayor, City of Calexico

For City Manager

\_\_\_\_\_  
Richard N. Warne, City Manager

ATTEST:

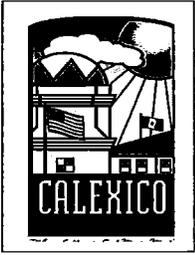
\_\_\_\_\_  
Gabriela T. Garcia, Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**AGENDA  
ITEM**

**11**



# AGENDA STAFF REPORT

**DATE:** November 17, 2015

**TO:** Mayor and City Council

**APPROVED BY:** Nick Fenley, Acting City Manager 

**PREPARED BY:** Nick Fenley, Acting City Manager

**SUBJECT:** Holiday Schedule

=====

**Recommendation:**

It is recommended that the City Council approve one (1) of the following options:

Option No. 1 – Authorize Acting City Manager to close City Hall building and operational offices on Wednesday, November 25, 2015.

Option No. 2 – Authorize Acting City Manager to close City Hall building and operational offices on Thursday, December 31, 2015.

**Background:**

As per the Memorandum of Understanding between the City of Calexico and various employee associations, authorized holidays are as follows:

- |                      |                        |
|----------------------|------------------------|
| New Year's Day       | Thanksgiving Day       |
| Martin Luther King   | Day after Thanksgiving |
| Cesar Chavez Holiday | Christmas Day          |
| Memorial Day         | Admissions Day         |
| Labor Day            | President's Day        |
| Veteran's Day        |                        |

**Discussion & Analysis:**

Due to the 9/80 work schedule of various employee associations, City Hall building and operational offices close every other Friday. On Thursday, November 26, 2015 (Thanksgiving) and Friday, November 27, 2015 (Day after Thanksgiving) City Hall and operational offices will be closed because they are authorized holidays. Since Friday, November 27, 2015, is an authorized holiday as well as the 9/80 Friday off, Administration has received request from employee



associations to move the Day after Thanksgiving Holiday to Thursday, December 31, 2015 only for this year. Therefore, it is recommended that the City Council approve one (1) of the following options for those employee associations fall under the 9/80 work schedule:

Option No. 1 – Authorize Acting City Manager to close City Hall building and operational offices on Wednesday, November 25, 2015.

Option No. 2 – Authorize Acting City Manager to close City Hall building and operational offices on Thursday, December 31, 2015

Please note that employee associations that do not follow the 9/80 work schedule will work on Wednesday, November 25, 2015 or Thursday, December 31, 2015 unless personnel utilizes a vacation day during this work day.

**Fiscal Impact:**

None.

**Coordinated With:**

None.

**Attachment:**

1. Option No. 1 Calendars
2. Option No. 2 Calendars

OPTION NO. 1

2015

# November

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
01	02	03	04	05	06	07
08	09	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

44 Hours Total

9 Hours of Holiday  
27 Hours  
36 Hours Total

44 Hours Total

18 Hours of Holiday  
18 Hours  
36 Hours Total

Notes:

2015

# December

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
01	02	03	04	05	06	
			Open			44 Hours Total
07	08	09	10	11	12	13
				Closed		36 Hours Total
14	15	16	17	18	19	20
				Open		44 Hours Total
21	22	23	24	25	26	27
			Closed	Holiday		9 Hours of Holiday 27 Hours 36 Hours Total
28	29	30	31			

Notes:

2016

# January

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
				01 Holiday	02	03 8 Hours of Holiday 36 Hours 44 Hours Total
04	05	06	07	08	09	10
11	12	13	14	15	16	17
18 Holiday	19	20	21	22	23	24
25	26	27	28	29	30	31

Notes:

OPTION NO. 2



2015

# December

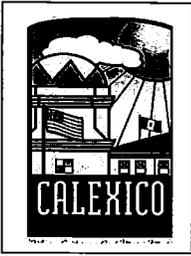
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
01	02	03	04	05	06	
			Open			44 Hours Total
07	08	09	10	11	12	13
				Closed		36 Hours Total
14	15	16	17	18	19	20
				Open		44 Hours Total
21	22	23	24	25	26	27
			Closed	Holiday		9 Hours of Holiday 27 Hours 36 Hours Total
28	29	30	31			44
			Holiday (Day after Thanksgiving)			

Notes:



**AGENDA  
ITEM**

**12**



# AGENDA STAFF REPORT

**DATE:** November 17, 2015

**TO:** Mayor and City Council

**APPROVED BY:** Nick Fenley, Interim City Manager 

**PREPARED BY:** Nick S Servin, Director of Public Works/City Engineer 

**SUBJECT:** Authorize Interim City Manager to sign Agreement Amendment with Lee & Ro, Inc. in the amount of \$ 29,907 for compliance consultation, engineering/administrative staff services for the City of Calexico SWRCB Order No 2013- 001-DWQ, NPDES Permit No CA00004

=====

**Recommendation:**

Authorize Interim City Manager to sign Agreement Amendment with Lee & Ro, Inc. in the amount of \$ 29,907 for compliance consultation, engineering/administrative staff services for the City of Calexico SWRCB Order No 2013- 001-DWQ, NPDES Permit No CA00004

**Background:**

In certain situations a storm water discharge may be more appropriately and effectively regulated by an individual permit, a region-specific general permit, or by inclusion in an existing Phase I MS4 permit. On February 5, 2013, the proposed final draft of the Phase II Small MS4 General Permit was adopted and became effective on July 1, 2013. During its regular May 6, 2014 City Council authorized City Manager to sign agreement with Lee & Ro, Inc. for the preparation of a region-specific general permit.

**Discussion & Analysis:**

First report was submitted on October 15, 2014, and the 2015 report has been completed. Since MS4 has many parts and the timelines are quite short, we still need them to continue their engineering services with this major endeavor. At some point in the near future we may need to engage them or another engineering company depending on the SWRCB review of our MS4 plan and current compliance.

**Fiscal Impact:**

Original Contract:	\$ 99,000
Amendment:	\$ 29,907
Total:	\$128,907 ( 2 Annual Reports)

<p><b>AGENDA ITEM</b></p> <p><b>12</b></p>
--

**Coordinated With:**

None

**Attachment:**

Lee & Ro Amendment Request



September 28, 2015

Nick Servin, Public Works Director/City Engineer  
 City of Calexico  
 608 Heber Ave.  
 Calexico, CA 92231

Subject: Amendment for MS4 Compliance Assistance

444-31

Dear Mr. Servin:

Stormwater discharged by the City of Calexico is regulated by the Colorado River Basin Regional Water Quality Control Board. In 2013 the Regional Board adopted a new 5-year program of requirements for small municipalities. The Municipal Separate Storm Sewer System Program (MS4) requires cities to implement new ordinances, standards, record keeping, outreach activities and to educate the general public about stormwater pollution.

The City retained LEE & RO to serve as the City's MS4 Program Coordinator in May 2014. LEE & RO's scope was to provide engineering and administrative support to assist City staff with administration of the MS4 program. Reporting for Year 1 was submitted on October 15<sup>th</sup> 2014. Reporting for Year 2 is required to be submitted on October 15<sup>th</sup> 2015.

The original contract scope was for services to be provided on an as-needed task specific basis supporting City staff with coordination of deliverables. During our April 1<sup>st</sup> 2015 meeting, the City asked LEE & RO to take on larger role in completing all of the Year 2 deliverables. We anticipate work necessary to complete Year 2 reporting will exhaust our original budget before the October 15<sup>th</sup> deadline. An amendment our contract is necessary to provide additional services thru October 15<sup>th</sup> reporting.

**Table 1** below provides a summary of the additional assistance needed to complete Year 2 reporting.

**Table 1 – Fee Estimate**

Description	E7 Supervising Engineer	E5 Senior Engineer	E3 Associate Engineer	M4 GIS Designer	A3 Admin Specialist III	Total Hours	Total Labor	Other Direct Costs	Total
	\$209	\$157	\$128	\$117	\$86				
Compliance Support	4	40	120	20	16	200	\$26,132	\$3,775	\$29,907

Mr. Nick Servin  
September 28, 2015  
Page 2 of 2

Our amendment request of \$29,907 will increase the total contract not-to-exceed contract ceiling to \$128,907.

We thank you for the opportunity to be of service to the City and look forward to completion of Year 2 deliverables. If you have any questions please contact me at (916) 631-0111.

Sincerely,

LEE & RO, Inc.

A handwritten signature in black ink, appearing to read 'James Pollock', with a long horizontal flourish extending to the right.

James Pollock, P.E.  
Project Manager