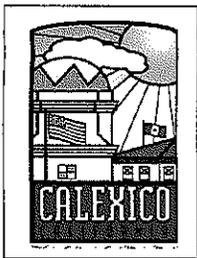


**AGENDA
ITEM**

11



AGENDA STAFF REPORT

DATE: May 5, 2015

TO: Mayor and City Council

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

PREPARED BY: Michael J. Bostic, Chief of Police

SUBJECT: Purchase of Body Cameras and Tasers for Calexico Police Department

=====

Recommendation:

It is the recommendation of the Calexico Police Department to have the City Council approve the purchase of Body Cameras and Tasers for officers of the Calexico Police Department.

Background:

The Calexico Police Department tested the top three body cameras currently on the market for law enforcement use. We tested 10-8 Video, Coban Technologies and Taser International. After careful consideration, it was determined that Taser International was the better value and had the best capability for the needs of the department and the citizens of Calexico.

Discussion & Analysis:

Testing of the cameras and products included user friendliness, audio and visual clarity, ruggedness, concealment and user preference. The decision also included value, capabilities of the product, unlimited storage through Taser International Cloud based software, 24 hour, 365 day technical support, equipment replacement at no additional cost. This system is also designed to integrate into our current RMS (record management system); this alone is a great tool in keeping the video from the camera marked and tagged as evidence. By purchasing these cameras the department will be able phase out the in-dash cameras in the patrol cars, with this newer generation reliable audio and video camera system.

Excerpt of Publication written by Michael D. White, PhD for the US Dept of Justice, Office of Justice Program 2013:

"Civilizing effect:

Most of the empirical studies document a reduction in citizen complaints against the police and, in some cases, similar reductions in use of force and assaults on officers.

The evaluations in Mesa and Rialto documented substantial drops in citizen complaints following deployment of the technology. The UK studies documented a similar effect. The Rialto study also documented a substantial



drop in use of force incidents, and review of video indicated that officers wearing cameras appeared to be more restrained in their use of force.

The Aberdeen study documented substantially fewer assaults on camera-wearing officers compared to other officers to identify the underlying dynamics of behavior that are driving the noted reductions.

Conclusions and Recommendations:

These findings, which are supported by anecdotal evidence from Phoenix, suggest that the cameras may have a civilizing effect. However, the dynamics of police-citizen encounters are complex, and there are numerous potential explanations for the decline in citizen complaints and use of force. One explanation is that body-worn cameras dissuade citizens from filing complaints, especially frivolous complaints (see Evidentiary benefits" below). Under this explanation, the reductions are not caused by a civilizing effect; rather, they are driven by changes in citizen complaint reporting patterns. An alternative explanation is that the reduction in complaints, and use of force, is a consequence of improved behavior (i.e., the civilizing effect) – whether it is citizen behavior, officer behavior, or both. The majority of studies are unable to disentangle these potential effects. Additional independent research, with rigorous methodologies, is required to substantiate these preliminary findings and to identify the underlying dynamics of behavior that are driving the noted reductions.

Evidentiary benefits:

The available research offers credible support for the evidentiary benefits of body-worn camera technology:

Evidence from several studies (Goodall 2007; ODS Consulting 2011) indicates that body-worn cameras assist in the investigation and resolution of citizen complaints and that the technology may reduce the likelihood that citizens will file frivolous or untruthful complaints.

Results from the UK studies suggest that video evidence from body-worn cameras reduces officer time devoted to paperwork, enhances officers' ability to determine whether a crime occurred, and increases the likelihood that cases will end in guilty plea rather than criminal trial. Body-worn cameras create a real-time, permanent record of what transpires during a police-citizen encounter. This video is useful for police, citizens, and prosecutors. Additional research should continue to explore this benefit and quantify the impact in a more formal cost-benefit analysis that assesses both financial and resource savings as well as costs."

This camera system contract will also replace all cameras and tasers every 30 months with the latest updated technology and with newer models. This is a 5 year contract totaling \$337,089.41, (see break-down below). The purchase of these body cameras and Tasers will be paid with Asset Forfeiture Money.

Fiscal Impact:

Up front 1 st payment Officer Safety Plan Net 30 Cost	\$ 89,260.00
2 nd payment Officer Safety Plan 2016	\$ 56,592.00
3 rd payment Officer Safety Plan 2017	\$ 56,592.00
4 th payment Officer Safety Plan 2018	\$ 56,592.00
5 th no payment Officer Safety Plan 2019	\$ 0.00
Subtotal	\$315,628.00
Estimated Shipping & Handling Cost	\$ 319.95
Estimated Tax	\$ 21,141.46
Total	\$337,089.41

Sole Source Provider:

After testing all the Body-Worn Cameras listed above, Taser International was chosen as a sole source for this project. Taser International was proven to be the best off all three when it came down to user friendliness, cost of storage, very minimal technical upkeep, tamper proof and cloud storage of videos and evidence to call integrating software to our record management system. Equipment repair and exchange plus the 30 month exchange program to the latest body worn cameras and tasers agreement. No other company could provide the same service or agreement.

Attachments:

1. Copy of IACP (International Association of Chiefs of Police)
2. Policy Center Body-Worn Cameras Model Policy April 2014
3. Taser International Quotation and Evidence.Com Master Service Agreement
4. Sole Source Memorandum to Interim City Manager Warne



Calexico Police Department

Inter-Department Memorandum

Date: April 29, 2015

To: Richard Warne, Interim City Manager

From: Gonzalo Gerardo, Police Lieutenant

Subject: Sole Source Taser International Body Worn Camera/Taser

Mr. Warne below is the justification for Sole Source provider for the purchase of department wide body cameras and tasers.

The Calexico Police Department began to test three different body worn cameras in December 2014. The companies tested were 10-8 Video, Coban Technologies and Taser International. Officers testing the body worn cameras noticed that Taser International had a better picture both during the daytime and nighttime. Coban only had good daytime video. 10-8 video did not work properly and did not record audio very well.

The deciding factors for choosing Taser International over the other companies were: 1) User friendliness; 2) Audio and video clarity; 3) Video storage and security; 4) No need to buy a server for storage; 5) 30 month replacement of hardware to latest cameras and tasers; 6) Integration to our record management system; 7) After 5th year equipment is owned by the Police Department.

It is our recommendation to go with Taser International for the 5 year agreement of the body worn camera and taser package. The Calexico Police Department, along with its police officers, want to carry and use the body worn cameras for their safety and protection. The camera will also document vital evidence in crime scenes. In addition, this will save the City of Calexico from potential frivolous law suits.

IACP National Law Enforcement Policy Center BODY-WORN CAMERAS

Model Policy
April 2014

I. PURPOSE

This policy is intended to provide officers with instructions on when and how to use body-worn cameras (BWCs) so that officers may reliably record their contacts with the public in accordance with the law.¹

II. POLICY

It is the policy of this department that officers shall activate the BWC when such use is appropriate to the proper performance of his or her official duties, where the recordings are consistent with this policy and law. This policy does not govern the use of surreptitious recording devices used in undercover operations.

III. PROCEDURES

A. Administration

This agency has adopted the use of the BWC to accomplish several objectives. The primary objectives are as follows:

1. BWCs allow for accurate documentation of police-public contacts, arrests, and critical incidents. They also serve to enhance the accuracy of officer reports and testimony in court.
2. Audio and video recordings also enhance this agency's ability to review probable cause for arrest, officer and suspect interaction, and evidence for investigative and prosecutorial purposes and to provide additional information for officer evaluation and training.
3. The BWC may also be useful in documenting crime and accident scenes or other events that include the confiscation and documentation of evidence or contraband.

B. When and How to Use the BWC

1. Officers shall activate the BWC to record all contacts with citizens in the performance of official duties.
2. Whenever possible, officers should inform individuals that they are being recorded. In locations where individuals have a reasonable expectation of privacy, such as a residence, they may decline to be recorded unless the recording is being made in pursuant to an arrest or search of the residence or the individuals. The BWC shall remain activated until the event is completed in order to ensure the integrity of the recording unless the contact moves into an area restricted by this policy (see items D.1-4).
3. If an officer fails to activate the BWC, fails to record the entire contact, or interrupts the recording, the officer shall document why a recording was not made, was interrupted, or was terminated.

¹ Some states have eavesdropping statutes that require two-party consent prior to audio recording. Consult your legal advisor for state and local laws that affect your agency.

4. Civilians shall not be allowed to review the recordings at the scene.

C. Procedures for BWC Use

1. BWC equipment is issued primarily to uniformed personnel as authorized by this agency. Officers who are assigned BWC equipment must use the equipment unless otherwise authorized by supervisory personnel.
2. Police personnel shall use only BWCs issued by this department. The BWC equipment and all data, images, video, and metadata captured, recorded, or otherwise produced by the equipment is the sole property of the agency.
3. Police personnel who are assigned BWCs must complete an agency approved and/or provided training program to ensure proper use and operations. Additional training may be required at periodic intervals to ensure the continued effective use and operation of the equipment, proper calibration and performance, and to incorporate changes, updates, or other revisions in policy and equipment.
4. BWC equipment is the responsibility of individual officers and will be used with reasonable care to ensure proper functioning. Equipment malfunctions shall be brought to the attention of the officer's supervisor as soon as possible so that a replacement unit may be procured.
5. Officers shall inspect and test the BWC prior to each shift in order to verify proper functioning and shall notify their supervisor of any problems.
6. Officers shall not edit, alter, erase, duplicate, copy, share, or otherwise distribute in any manner BWC recordings without prior written authorization and approval of the chief executive officer (CEO) or his or her designee.
7. Officers are encouraged to inform their supervisor of any recordings that may be of value for training purposes.
8. If an officer is suspected of wrongdoing or involved in an officer-involved shooting or other serious use of force, the department reserves the right to limit or restrict an officer from viewing the video file.
9. Requests for deletion of portions of the recordings (e.g., in the event of a personal recording) must be submitted in writing and approved by the chief executive officer or his or her designee in accordance with state record retention laws. All requests and final decisions shall be kept on file.
10. Officers shall note in incident, arrest, and related reports when recordings were made during the incident in question. However, BWC recordings are not a replacement for written reports.

D. Restrictions on Using the BWC

BWCs shall be used only in conjunction with official law enforcement duties. The BWC shall not generally be used to record:

1. Communications with other police personnel without the permission of the chief executive officer (CEO);
2. Encounters with undercover officers or confidential informants;
3. When on break or otherwise engaged in personal activities; or
4. In any location where individuals have a reasonable expectation of privacy, such as a restroom or locker room.

E. Storage

1. All files² shall be securely downloaded periodically and no later than the end of each shift. Each file shall contain information related to the date, BWC identifier, and assigned officer.
2. All images and sounds recorded by the BWC are the exclusive property of this department. Accessing, copying, or releasing files for non-law enforcement purposes is strictly prohibited.
3. All access to BWC data (images, sounds, and metadata) must be specifically authorized by the CEO or his or her designee, and all access is to be audited to ensure that only authorized users are accessing the data for legitimate and authorized purposes.
4. Files should be securely stored in accordance with state records retention laws and no longer than useful for purposes of training or for use in an investigation or prosecution. In capital punishment prosecutions, recordings shall be kept until the offender is no longer under control of a criminal justice agency.

F. Supervisory Responsibilities

1. Supervisory personnel shall ensure that officers equipped with BWC devices utilize them in accordance with policy and procedures defined herein.
2. At least on a monthly basis, supervisors will randomly review BWC recordings to ensure that the equipment is operating properly and that officers are using the devices appropriately and in accordance with policy and to identify any areas in which additional training or guidance is required.

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Every effort has been made by the IACP National Law Enforcement Policy Center staff and advisory board to ensure that this model policy incorporates the most current information and contemporary professional judgment on this issue. However, law enforcement administrators should be cautioned that no "model" policy can meet all the needs of any given law enforcement agency. Each law enforcement agency operates in a unique environment of federal court rulings, state laws, local ordinances, regulations, judicial and administrative decisions and collective bargaining agreements that must be considered. In addition, the formulation of specific agency policies must take into account local political and community perspectives and customs, prerogatives and demands; often divergent law enforcement strategies and philosophies; and the impact of varied agency resource capabilities among other factors.

This project was supported by a grant awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice or the IACP.

² For the purpose of this document, the term "file" refers to all sounds, images, and associated metadata.

TASER International

Protect Truth

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: 480.658.0734

Michael Bostic
(760) 768-2140
(760) 357-1241
mbostic@calexicopd.org



Quotation

Quote: Q-26376-2
Date: 4/10/2015 11:47 AM
Quote Expiration: 6/30/2015
Contract Start Date*: 6/1/2015
Contract Term: 5 years

Bill To:
Calexico Police Dept. - CA
Finance Department
608 Heber Avenue
Calexico, CA 92231
US

Ship To:
Michael Bostic
Calexico Police Dept. - CA
420 E. 5th Street
Calexico, CA 92231
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Bob Dillon	480.905.2012	rdillon@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Officer Safety Plan Initial Purchase
Due: Net 30

QTY	PART #	DESCRIPTION	NET UNIT PRICE	TOTAL PRICE
40.00	73030	CAMERA SYSTEM, AXON FLEX	USD 199.00	USD 7,960.00
40.00	73062	BALL CAP MOUNT, AXON, FLEX	USD 0.00	USD 0.00
40.00	73036	CONTROLLER, HOLSTER, BELT CLIPS, FLEX	USD 0.00	USD 0.00
40.00	73021	MULTI-MOUNTING OPTION KIT, FLEX	USD 199.95	USD 7,998.00
7.00	70026	EVIDENCE.COM DOCK, AXON SIX BAY	USD 1,495.00	USD 10,465.00
7.00	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 245.00
40.00	85130	OFFICER SAFETY PLAN YEAR 1 PAYMENT	USD 1,188.00	USD 47,520.00
800.00	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
4.00	89101	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 1,872.00
60.00	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
40.00	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 7,200.00
3.00	85014	AXON 1-DAY SERVICE	USD 2,000.00	USD 6,000.00
Officer Safety Plan Initial Purchase Due: Net 30 Net Price:				USD 89,260.00

OSP Spares

QTY	PART #	DESCRIPTION	NET UNIT PRICE	TOTAL PRICE
2.00	73030	CAMERA SYSTEM, AXON FLEX	USD 0.00	USD 0.00
2.00	73009	COLLAR/VERSATILE/CAP MOUNT, FLEX	USD 0.00	USD 0.00

QTY	PART #	DESCRIPTION	NET UNIT PRICE	TOTAL PRICE
2.00	73036	CONTROLLER, HOLSTER, BELT CLIPS, FLEX	USD 0.00	USD 0.00
OSP Spares Net Price:				USD 0.00

Officer Safety Plan X26Ps

QTY	PART #	DESCRIPTION	NET UNIT PRICE	TOTAL PRICE
40.00	22003	HANDLE, YELLOW, CLASS III, X2	USD 0.00	USD 0.00
40.00	11004	WARRANTY, 4 YEAR, X26P	USD 0.00	USD 0.00
40.00	11010	XPPM, BATTERY PACK, X26P	USD 0.00	USD 0.00
40.00	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 0.00	USD 0.00
1.00	22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	USD 0.00	USD 0.00
Officer Safety Plan X26Ps Net Price:				USD 0.00

Officer Safety Plan Due: 2016

QTY	PART #	DESCRIPTION	NET UNIT PRICE	TOTAL PRICE
40.00	85131	OFFICER SAFETY PLAN YEAR 2 PAYMENT	USD 1,188.00	USD 47,520.00
800.00	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
4.00	89201	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 468.00	USD 1,872.00
80.00	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
40.00	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 7,200.00
Officer Safety Plan Due: 2016 Net Price:				USD 56,592.00

Officer Safety Plan Due: 2017

QTY	PART #	DESCRIPTION	NET UNIT PRICE	TOTAL PRICE
40.00	85132	OFFICER SAFETY PLAN YEAR 3 PAYMENT	USD 1,188.00	USD 47,520.00
800.00	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
4.00	89301	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 468.00	USD 1,872.00
80.00	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
40.00	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 7,200.00
Officer Safety Plan Due: 2017 Net Price:				USD 56,592.00

Officer Safety Plan Due: 2018

QTY	PART #	DESCRIPTION	NET UNIT PRICE	TOTAL PRICE
40.00	85133	OFFICER SAFETY PLAN YEAR 4 PAYMENT	USD 1,188.00	USD 47,520.00
800.00	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
4.00	89401	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 1,872.00
80.00	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
40.00	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 7,200.00
Officer Safety Plan Due: 2018 Net Price:				USD 56,592.00

Officer Safety Plan Due: 2019

QTY	PART #	DESCRIPTION	NET UNIT PRICE	TOTAL PRICE
40.00	85134	OFFICER SAFETY PLAN YEAR 5 PAYMENT	USD 1,188.00	USD 47,520.00
800.00	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
4.00	89501	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 468.00	USD 1,872.00
80.00	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00

QTY	PART #	DESCRIPTION	NET UNIT PRICE	TOTAL PRICE
40.00	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 7,200.00
Officer Safety Plan Due: 2019 Net Price:				USD 56,592.00

Subtotal	USD 315,628.00
Estimated Shipping & Handling Cost	USD 319.95
Estimated Tax	USD 21,141.46
Grand Total	USD 337,089.41

Sworn to Safety Initiative (Officer Safety Plan, \$400)

TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <http://www.taser.com/serviceagreement14>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at http://www.taser.com/images/support/downloads/downloads/evidence_materials/Professional_Services_Agreement.pdf. If your purchase includes Integration Services, you are also agreeing to the terms in the SOW posted at <http://www.taser.com/integrationstatementofwork14>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____ Date: _____
Name (Print): _____ Title: _____
PO# (if needed): _____

Please sign and email to Bob Dillon at rdillon@taser.com or fax to 480.658.0734

THANK YOU FOR YOUR BUSINESS!

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RMS Integration from EVIDENCE.com

Easily tag your agency's videos with correct info and data

RMS Integration works by taking information from your Records Management System and correlating it with your videos on EVIDENCE.com. Benefits include:



Greater Accuracy

Adds Incident ID, Category and Location to videos automatically

Avoids the misspellings and incomplete info of manual entry

Makes it easier to search and retrieve evidence later



Increased Efficiency

Frees officers from manual video tagging and saves time

Requires minimal involvement from IT staff

Can work with any system without involving RMS vendors



Cost Effectiveness

Saves up to \$200 per officer per month in productivity costs

Per-user pricing scales with the number of officers uploading

Can be added to existing contracts anytime

FAQs

About RMS Integration

Q. What is EVIDENCE.com RMS Integration?

A. We take information exported from the agency's Record Management System and correlate it with videos on EVIDENCE.com. This allows us to automatically tag AXON® videos with the correct:

- Incident ID
- Category
- Location

Officers no longer have to spend valuable time entering this data after each incident, and supervisors no longer have to search extensively for untagged or incorrectly tagged videos.

Q. Why is an RMS Integration valuable?

A. Video evidence can be invaluable—as long as it's easily logged and found. We've observed that when busy officers manually tag videos with metadata, only 80% are tagged with the information necessary to manage the evidence later, and some may be tagged incorrectly due to officers mistyping a value. RMS Integration automates the process to ensure you have complete, correct information about each piece of video evidence.

Tagging videos correctly takes officers time, about 3 minutes per video. If they record 5 videos per shift, and work 16 shifts per month, that means each officer is spending 4 hours per month entering metadata. Some agencies estimate that automating this process could help them save up to \$200 in productivity costs for every officer, every month—that's on top of the efficiency gains from implementing AXON cameras and EVIDENCE.com in the first place.

Q. How does it work?

A. We can integrate with any RMS, and do not need to involve your RMS vendor in the process. For your agency there are only 2 steps:

1. Generate a regularly scheduled export (XML or CSV file) of your RMS database with the relevant information
2. Install a small application behind your firewall to encrypt the exported file and send it to EVIDENCE.com, where customized software automatically correlates the correct metadata with the correct videos

When officers next log in, their videos will all be automatically tagged with the correct data. When supervisors search for videos, they can be confident that their results are comprehensive. Generally an RMS Integration takes only 4–8 weeks to implement, although this depends on coordination with the agency's IT department.

Q. How much does it cost?

A. RMS Integration uses a license model, so there is a per-user monthly fee. The total cost for an agency will vary based on the number of users uploading AXON videos. Your TASER Sales Rep can provide you with an accurate quote and notify you of any current promotions. RMS Integration can be added to an agency's current EVIDENCE.com contract at any time.

Q. How do I get started or learn more?

A. If you are interested in an EVIDENCE.com RMS Integration for your agency, or just want to learn more, please contact your TASER International Sales Representative or visit TASER.com/rms.

(800) 978.2737 | TASER.com/rms



EVIDENCE.com Master Service Agreement

By clicking the "I Agree" button or using the Evidence.com™ Services you agree that you have read and understand this Agreement and you accept and agree to be bound by the following terms and conditions. You represent to us that you are lawfully able to enter into contracts and if you are entering into this Agreement for an entity, such as the company, municipality, or government agency you work for, you represent to us that you have legal authority to bind that entity. If you do not have this authority, do not use the Service Offerings. If you disagree with any of the terms below, we do not grant you the right to use the Service Offerings and you should click "Cancel" to exit the installer and immediately discontinue all use of the Service Offerings.

TASER International, Inc. (TASER, we, us, or our) and you or the entity you represent (Agency or you) agree to all terms of the Agreement effective on the date you first agreed to this Agreement or first began using the Service Offerings ("Effective Date").

1 Access Rights. Upon the purchase or granting of a subscription from TASER and your opening of an Evidence.com account you will have access and use of the Evidence.com Services for the storage and management of and Your Content during the subscription term ("Term"). This is not a data sharing agreement. We do not continuously audit, inspect, or monitor individual agency content or Your Content. You are not intending to waive or diminish any privacy interests by your use of the Evidence.com Services. The Evidence.com Services and data storage are subject to usage limits, including, for example, the quantities specified in quotes, order forms and purchase orders. Unless otherwise specified, (a) a quantity in a quote, order form or purchase order refers to end users, and the Evidence.com Service may not be accessed by more than that number of end users, and (b) an end user identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Evidence.com Service. You and each of your end users agree to adhere to this Agreement and all laws, rules, regulations, and policies applicable to your use of the Evidence.com Services. If you become aware of any violation of this Agreement by an end user, you will immediately terminate that end user's access to Your Content and the Evidence.com Services.

2 You Own Your Content. You control and own all right, title, and interest in and to Your Content and we obtain no rights to Your Content. You are solely responsible for the uploading, sharing, withdrawal, management and deletion of Your Content. You consent to our limited access to Your Content solely for the purpose of providing and supporting the Evidence.com Services to you and your end users. You represent that you own Your Content; and that none of Your Content or your end users' use of Your Content or the Evidence.com Services will violate this Agreement or applicable laws.

3 Evidence.com Data Security. We will implement commercially reasonable and appropriate measures designed to secure Your Content against accidental or unlawful loss, access or disclosure. We will maintain a comprehensive Information Security Program ("ISP") that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence you upload, security education, risk management, and data protection. You are responsible for maintaining the security of your end user names and passwords and taking steps to maintain appropriate security and access by your end users to Your Content. Log-in credentials are for your internal use only and you may not sell, transfer, or sublicense them to any other entity or person. You agree to be responsible for all activities undertaken by you, your employees, your contractors or agents, and your end users which result in unauthorized access to your account or Your Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by you at any time. You will contact us immediately if you believe an unauthorized third party may be using your account or Your Content or if your account information is lost or stolen.

4 Our Support. We will make available to you updates as released by us to the Evidence.com Services. Updates may be provided electronically via the Internet. It is your responsibility to establish and maintain adequate access to the Internet in order to receive the updates. We will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities). You are responsible for maintaining the computer equipment and Internet connections necessary for your use of the Evidence.com Services.

5 Data Privacy. We will not disclose Your Content or any information about you except as compelled by a court or administrative body or required by any law or regulation. We will give you notice if any disclosure request is received for Your Content so you may file an objection with the court or administrative body. You agree to allow us access to certain information from you in order to: (a) perform troubleshooting services for your account at your request or as part of our regular diagnostic screenings; (b) enforce our agreements or policies governing your use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

6 Data Storage. We will determine the locations of the data centers in which Your Content will be stored and accessible by your end users. For United States customers, we will ensure that all of Your Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. You consent to the transfer of Your Content to third parties for the purpose of storage of Your Content. Third party subcontractors responsible for storage of Your Content are contracted by us for data storage services. Ownership of Your Content remains with you.

7 Fees and Payment. Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term; except in the case of the optional subscription licenses described in Section 8. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. You are responsible for paying all subscription fees and applicable taxes and duties for Evidence.com Services. Unless otherwise specified by us, all fees for Evidence.com Services are due and payable net 30 days for approved credit. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. We reserve the right to charge additional fees for you exceeding your purchased storage amounts or for TASER's assistance in the downloading or exporting of Your Content. We may charge you interest at the rate of 1.5% per



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month (or the highest rate permitted by law, if less) on all late payments. If a delinquent account is sent to collections, you are responsible for all collection and attorneys' fees.

8 Optional Subscription License Tiers. This Section 8 applies to the optional subscription licenses listed below. Each of the optional subscription licenses in this Section 8 must be purchased at the point of sale of the hardware. You may elect to be billed upfront or annually for these optional subscription licenses, and that election will be reflected on your quote. The optional subscription license prices do not include the purchase price of any hardware or data storage of other data files generated from non-Axon cameras or the Evidence Mobile App. Any hardware provided under the optional subscription licenses is subject to TASER's current *Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras* available at www.TASER.com. If the optional subscription license is terminated early, no refunds or credits will be given. This Section 8 does not apply if you do not purchase any of the Optional Subscription License Tiers.

8.1 Evidence.com Ultimate License. Each Evidence.com Ultimate License includes the benefits of the Evidence.com Pro License, 20 GB of storage, and TAP for the Axon camera. TASER's current Sales Terms and Conditions for the Axon Flex® and Axon Body Cameras TASER Assurance Plan (U.S. Only) (TAP) are available at <http://www.taser.com/sales-terms-and-conditions>.

8.2 Evidence.com Unlimited License. Each Evidence.com Unlimited License includes the benefits of the Evidence.com Ultimate License and unlimited data storage for Axon camera and Evidence Mobile generated data in the Evidence.com Services. You must implement a data retention schedule in the Evidence.com Services for the management of your data stored in the Evidence.com Services to qualify for the Evidence.com Unlimited License. TASER reserves the right, in its sole discretion, to place any data stored in your Evidence.com accounts and not viewed or accessed for six months into archival storage. Data stored in archival storage will not have immediate availability and may take up to 24 hours to access. The Evidence.com Unlimited License must be purchased for a 3 or 5 term.

8.3 Officer Safety Plan. The Officer Safety Plan includes all the benefits of the Evidence.com Unlimited License, TAP for the Evidence.com Dock, one TASER brand conducted electrical weapon (CEW) with a 4-year extended warranty, one CEW battery, and one CEW holster of your choice. At any time during the Officer Safety Plan term you may choose to receive the CEW, battery and holster by providing a \$0 purchase order (orders may take 4-6 weeks to process). At the time you elect to receive the CEW, you may choose from any CEW model currently offered by us. The Officer Safety Plan must be purchased for a 5-year term. If the Officer Safety Plan is terminated before the end of the term and you did not receive your CEW, battery and holster then we will not and have no obligation to provide these items or a credit under the Officer Safety Plan. If the Officer Safety Plan is terminated before the end of the term and after you receive your CEW, battery and holster then then: (a) you will be invoiced for the remainder of the MSRP for the CEW, battery, and holster not already paid as part of the Officer Safety Plan before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to us within 30 days of the date of termination.

9 Suspension of Evidence.com Services. We may suspend your or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice to you if we determine:

9.1 Your or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject us, our affiliates, or any third party to liability, or (iv) may be fraudulent;

9.2 You are, or any end user is, in breach of this Agreement, including if you are delinquent on your payment obligations for more than 30 days; or

9.3 You have become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding.

9.4 If we suspend your right to access or use any portion or all of the Evidence.com Services, you remain responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. We will not delete any of Your Content on Evidence.com as a result of your suspension, except as specified elsewhere in this Agreement.

10 Term.

10.1 Subscription Term. The start date of the Term of this Agreement will be determined based upon the shipment date of any hardware ordered as authorized by you in a signed quote or purchase order and will remain in effect for the subscription Term agreed to in the quote or purchase agreement together with any renewal Terms until terminated as provided in this Agreement. If the hardware is shipped in the first half of a month, then the Term starts on the 1st of the following month. If the hardware is shipped in the last half of a month, then the Term begins on the 15th of the following month. If no hardware is purchased, then the Term will begin on the first of the month following the Effective Date of the Agreement. This Agreement automatically renews for additional successive Terms of one (1) year each after the completion of your initial Term at the list prices then in effect, unless you give us written notice of cancellation sixty (60) days prior to the end of a Term.

10.2 Free Trial Term. If you signed up for a free trial, you are granted a limited non-exclusive license to use the Evidence.com Services for the term of the free trial period ("Trial Term"). Upon the expiration of the Trial Term you must purchase the Evidence.com Services to continue to use the Evidence.com Services to access Your Content.

10.3 Free EVIDENCE.com Lite Account. If you signed up for a free Evidence.com Lite account, you are granted a limited non-exclusive license to use the Evidence.com Lite Services. Your use of the Evidence.com Lite Services is not limited to a specific term and you may cancel your Evidence.com Lite account and download Your Content at any time. Evidence.com Lite allows users to manage their conducted electrical weapon (CEW) firing logs and TASER CAM data.



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11 Termination.

11.1 Termination for Cause.

11.1.1 By Either Party. Either party may terminate this Agreement for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30-day notice period. In the event that you terminate this Agreement under this Section and we failed to cure the material breach or default, we will issue you a refund of any prepaid amounts on a prorated basis.

11.1.2 By Agency. You are obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during your then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by you. You agree to deliver notice of termination under this Section (11.1.2) at least 90 days prior to the end of the then current fiscal year.

11.2 Effect of Termination. Upon any termination of this Agreement: (a) all your rights under this Agreement immediately terminate; (b) you remain responsible for all fees and charges you have incurred through the date of termination; and (c) Sections 2, 5-7, 12, 13 (except the license granted to you in Section 13), 14, and 16-20 will continue to apply in accordance with their terms.

12 Return of Your Content.

12.1 During the Term. You can log into the Evidence.com Services to retrieve and manually download Your Content at any time during the Term.

12.2 After Termination. We will not delete any of Your Content as a result of a termination during the 90 days following termination. During this 90-day period you may retrieve Your Content only if you have paid all amounts due (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability for you to retrieve Your Content). You will not incur any additional fees if you download Your Content from the Evidence.com Services during this 90-day period. We have no obligation to maintain or provide any of Your Content after the 90-day period and will thereafter, unless legally prohibited, delete all of Your Content stored in the Evidence.com Services. Upon request, we will provide written proof that all of Your Content has been successfully deleted and fully removed from the Evidence.com Services.

12.3 Post-Termination Assistance. We will provide you with the same post-termination data retrieval assistance that we generally make available to all customers. Requests that we provide additional assistance to you in downloading or transferring Your Content will result in additional fees from us and we will not warranty or guarantee data integrity or readability in the external system.

13 IP Rights. We or our licensors own and reserve all right, title, and interest in and to the Evidence.com Services and related software. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Evidence.com Services solely in accordance with this Agreement during the Term. We own all right, title, and interest in and to the Evidence.com Services, including without limitation all Intellectual Property Rights. If you or your end users provide any suggestions to us for enhancements or improvements, we will own all right, title, and interest in and to the suggestions and have the right to use the suggestions without restriction, even if you or your end users have designated the suggestions as confidential. You irrevocably assign to us all right, title, and interest in and to the suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the suggestions.

14 License Restrictions. Neither you nor any of your end users may use the Evidence.com Services in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any of your end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code. All licenses granted to you in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Evidence.com Services you have used. You may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at www.TASER.com).

15 Third-Party Products and Services. No purchase of third-party products or services is required to use the Evidence.com Services other than a computer and Internet access. Any acquisition by you of third-party products or services and any exchange of data or Your Content between you and any third-party provider, is solely between you and the applicable third-party provider; including any fees necessary to obtain or use the third-party products or services. We are not responsible for examining or evaluating the content or accuracy of third-party



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products or services and we do not warrant and will not have any liability or responsibility for any third-party products or services, or for any other materials, products, or services of third parties. If you install or enable Third-Party Applications for use with Evidence.com Services, you acknowledge that we may need to allow providers of those Third-Party Applications to access Your Content as required for the interoperability of the Third-Party Applications with the Evidence.com Services. We are not responsible for any disclosure, modification or deletion of Your Content resulting from any access by Third-Party Application providers.

16 Representations by You. You represent and warrant to us that: (a) you have been duly authorized by the laws of the applicable jurisdiction, and by a resolution of your governing body, if legally required, to execute and deliver this Agreement and to carry out your obligations under this Agreement; (b) all legal requirements have been met, and procedures have been followed, including public bidding, if legally required, in order to ensure the enforceability of this Agreement; (c) if you are a government agency, that the Evidence.com Services will be used by you only for essential governmental or proprietary functions consistent with the scope of your authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use; (d) if you are a government agency, you have funds available to pay until the end of its current appropriation period, and you intend to request funds to make payments in each appropriation period, from now until the end of the Term; and (e) you are responsible for (i) your or any of your end users' use of the Evidence.com Services (including any activities under your account and use by your employees and agents), (ii) breach of this Agreement or violation of applicable law by you or any of your end users, (iii) Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content or by the use of Your Content, (iv) a dispute between you and any of your end users, and (v) a dispute between you and any third-party over your collection or use of Your Content. You agree to maintain insurance coverage up to the amount allowed by State and local laws and regulations that would cover any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any third-party claim in this section 16.

17 Our Warranty. We warrant that the Evidence.com Services (a) will perform materially in accordance with the Documentation, (b) will be performed in a timely and professional manner by qualified persons with the technical skills, training, and experience to perform the Evidence.com Services, and (c) will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. All warranties or guarantees given or made by us with respect to the Evidence.com Services are solely for the benefit of you and your end users and are not transferable and are null and void if you breach any term or condition of this Agreement.

THE EVIDENCE.COM SERVICES ARE PROVIDED "AS IS." WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE THAT THE EVIDENCE.COM SERVICES OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT OR THE THIRD-PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR THAT THE EVIDENCE.COM SERVICES WILL MEET YOUR REQUIREMENTS. EXCEPT AS PROVIDED IN THIS SECTION 17, TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE EVIDENCE.COM SERVICES IS IN ACCORDANCE WITH APPLICABLE LAW. You are solely responsible for: (a) all data before it is uploaded to the Evidence.com Services; (b) configuring and setting up any hardware or networks that You connect to the Evidence.com Services; (c) Your networks and how they may interact with the hardware, software, or Evidence.com Services; and (d) any security settings You establish to interact with or on the Evidence.com Services. WE DISCLAIM any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.

18 Indemnification by Us. We will defend, indemnify, and hold you harmless, and each of your respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any: (a) acts or omissions of us or our subcontractors or anyone directly or indirectly employed by any of them, save and except for damage or injury caused solely by the negligence of you or your agents, officers, or employees; and (b) third-party claim alleging that the use of the Evidence.com Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. You must provide us with prompt written notice of each such claim, tender to us the defense or settlement of each such claim at our expense, and cooperate fully with us in the defense or settlement of each such claim. If we receive notice of an alleged infringement, or if your use of the Evidence.com Services will be prevented by permanent injunction, we may, at our sole option and expense, procure for you the right to continue using the Evidence.com Services as provided in this Agreement, modify the Evidence.com Services so that it no longer infringes, replace the Evidence.com Services with other services of equal or superior functional capability, refund to you all amounts paid by you to us under this Agreement for the Evidence.com Services in the 1-year period immediately preceding the first event giving rise to the claim of infringement, or in the case of trademark infringement, instruct you to use an alternative trademark. We have no liability to you or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by you or any third party not approved by us; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by us; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software

provided by us as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of you that are otherwise provided in or arise out of this Agreement.

19 **Limitations of Liability.** WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE EVIDENCE.COM SERVICES, INCLUDING AS A RESULT OF ANY (i) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE EVIDENCE.COM SERVICES, (ii) OUR DISCONTINUATION OF ANY OR ALL OF THE EVIDENCE.COM SERVICES, OR, (iii) WITHOUT LIMITING ANY OTHER OBLIGATIONS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE EVIDENCE.COM SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE EVIDENCE.COM SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF \$100,000 OR THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE EVIDENCE.COM SERVICES THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

20 **Miscellaneous.**

20.1 **Definitions.**

20.1.1 **"Evidence.com Services"** means our web services for Evidence.com, the EVIDENCE.com site, EVIDENCE Sync software, EVIDENCE Mobile App, Axon® Mobile App, other software, maintenance, storage, and any other product or service provided by us under this Agreement. This does not include any Third-Party Applications, hardware warranties, or the my.evidence.com services.

20.1.2 **"Your Content"** means software, data, text, audio, video, images or other content you or any of your end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under your account or otherwise transfer, process, use or store in connection with your account.

20.1.3 **"Documentation"** means the user guides, quick reference guides, and other technical and operations manuals and specifications for the Evidence.com Services provided by us, as that documentation may be updated by us from time to time.

20.1.4 **"Confidential Information"** means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates that is not subject to your public record laws. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Confidential Information.

20.1.5 **"Policies"** means any Service Level Agreement, the Trademark Use Guidelines, all restrictions described on the Evidence.com site, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

20.2 **Confidentiality.** Any party may use the other party's Confidential Information only as permitted under this Agreement. Except as required by applicable law or judicial order, you will not disclose our Confidential Information during the Term or at any time during the 5-year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of our Confidential Information.

20.3 **Force Majeure.** Neither party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

20.4 **Independent Contractors.** The parties are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

20.5 **No Third-Party Beneficiaries.** This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

20.6 **Non-discrimination and Equal Opportunity.** During the performance of this Agreement, we agree that neither we nor our employees will discriminate against any person, whether employed by us or otherwise, on the basis of race, color, religion, gender,



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age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by us or placed by or on behalf of us, we will state all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.

20.7 U.S. Government Rights. The Evidence.com Services are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Evidence.com Services. If you are using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

20.8 Import and Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the U.S. Office of Foreign Assets Control. You are solely responsible for compliance related to the manner in which you choose to use the Evidence.com Services, including your transfer and processing of Your Content, the provision of Your Content to end users, and the region in which any of the foregoing occur.

20.9 Assignment. Neither party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other party; except that we may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without your consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) to as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

20.10 No Waivers. The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the party's right to enforce the provision at a later time. All waivers by a party must be in writing and sent in accordance with this Agreement to be effective.

20.11 Severability. This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

20.12 Governing Law; Venue. The laws of the state where you are physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

20.13 Litigation Costs. In the event of any legal action to enforce the provisions of this Agreement, the successful party in enforcing any provision of this Agreement will be awarded that party's reasonable attorneys' fees and taxable costs.

20.14 Notices. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

20.14.1 To You. We may provide any notice to you under this Agreement by: (i) posting a notice on your specific agency EVIDENCE.com site; or (ii) sending a message to the email address(es) then associated with your account. Notices we provide by posting on your EVIDENCE.com site will be effective upon posting and notices we provide by email will be effective when we send the email. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

20.14.2 To Us. To give us notice under this Agreement, you must contact us: (i) by email transmission to evidencecontracts@taser.com; or (ii) by personal delivery, overnight courier or registered or certified mail to TASER International, Inc., ATTN: Evidence Contracts, 17800 N. 85th Street, Scottsdale, Arizona 85255. We may update the email or address for notices to us by posting a notice on your Evidence.com site. Notices provided by personal delivery will be effective immediately. Notices provided by email transmission or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective 3 business days after they are sent.

20.15 Entire Agreement. This Agreement, including the Policies and the quote provided by TASER, is the entire agreement between you and TASER regarding the Evidence.com Services. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and TASER, whether written or verbal, regarding the subject matter of this Agreement. You agree that your purchases are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by us regarding future functionality or features of the Evidence.com Services. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the parties to this Agreement. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

20.16 Voluntary Agreement. This Agreement was negotiated and executed voluntarily and is not the result of duress, fraud, undue influence or any threat of any kind. All parties had the opportunity to read and consider this Agreement, to consult with counsel, and fully understand the Agreement.



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20.17 Time is of the Essence. Time is of the essence in connection with all matters and obligations pertaining to this Agreement.

20.18 Counterparts. If this Agreement from requires the signatures of the parties, then this Agreement may be executed in any number of counterparts, each of which will be considered an original for all purposes, and all of which, when taken together, constitute one and the same Agreement.

[Document revised 1-23-2015]

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IACP National Law Enforcement Policy Center

BODY-WORN CAMERAS

Model Policy

April 2014

I. PURPOSE

This policy is intended to provide officers with instructions on when and how to use body-worn cameras (BWCs) so that officers may reliably record their contacts with the public in accordance with the law.¹

II. POLICY

It is the policy of this department that officers shall activate the BWC when such use is appropriate to the proper performance of his or her official duties, where the recordings are consistent with this policy and law. This policy does not govern the use of surreptitious recording devices used in undercover operations.

III. PROCEDURES

A. Administration

This agency has adopted the use of the BWC to accomplish several objectives. The primary objectives are as follows:

1. BWCs allow for accurate documentation of police-public contacts, arrests, and critical incidents. They also serve to enhance the accuracy of officer reports and testimony in court.
2. Audio and video recordings also enhance this agency's ability to review probable cause for arrest, officer and suspect interaction, and evidence for investigative and prosecutorial purposes and to provide additional information for officer evaluation and training.
3. The BWC may also be useful in documenting crime and accident scenes or other events that include the confiscation and documentation of evidence or contraband.

B. When and How to Use the BWC

1. Officers shall activate the BWC to record all contacts with citizens in the performance of official duties.
2. Whenever possible, officers should inform individuals that they are being recorded. In locations where individuals have a reasonable expectation of privacy, such as a residence, they may decline to be recorded unless the recording is being made in pursuant to an arrest or search of the residence or the individuals. The BWC shall remain activated until the event is completed in order to ensure the integrity of the recording unless the contact moves into an area restricted by this policy (see items D.1-4).
3. If an officer fails to activate the BWC, fails to record the entire contact, or interrupts the recording, the officer shall document why a recording was not made, was interrupted, or was terminated.

¹ Some states have eavesdropping statutes that require two-party consent prior to audio recording. Consult your legal advisor for state and local laws that affect your agency.

1. All files² shall be securely downloaded periodically and no later than the end of each shift. Each file shall contain information related to the date, BWC identifier, and assigned officer.
2. All images and sounds recorded by the BWC are the exclusive property of this department. Accessing, copying, or releasing files for non-law enforcement purposes is strictly prohibited.
3. All access to BWC data (images, sounds, and metadata) must be specifically authorized by the CEO or his or her designee, and all access is to be audited to ensure that only authorized users are accessing the data for legitimate and authorized purposes.
4. Files should be securely stored in accordance with state records retention laws and no longer than useful for purposes of training or for use in an investigation or prosecution. In capital punishment prosecutions, recordings shall be kept until the offender is no longer under control of a criminal justice agency.

F. Supervisory Responsibilities

1. Supervisory personnel shall ensure that officers equipped with BWC devices utilize them in accordance with policy and procedures defined herein.
2. At least on a monthly basis, supervisors will randomly review BWC recordings to ensure that the equipment is operating properly and that officers are using the devices appropriately and in accordance with policy and to identify any areas in which additional training or guidance is required.

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Every effort has been made by the IACP National Law Enforcement Policy Center staff and advisory board to ensure that this model policy incorporates the most current information and contemporary professional judgment on this issue. However, law enforcement administrators should be cautioned that no "model" policy can meet all the needs of any given law enforcement agency. Each law enforcement agency operates in a unique environment of federal court rulings, state laws, local ordinances, regulations, judicial and administrative decisions and collective bargaining agreements that must be considered. In addition, the formulation of specific agency policies must take into account local political and community perspectives and customs, prerogatives and demands; often divergent law enforcement strategies and philosophies; and the impact of varied agency resource capabilities among other factors.

This project was supported by a grant awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice or the IACP.

² For the purpose of this document, the term "file" refers to all sounds, images, and associated metadata.

TASER International

Protect Truth

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 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 Fax: 480.658.0734



Michael Bostic
 (760) 768-2140
 (760) 357-1241
 mbostic@calexicopd.org

Quotation

Quote: Q-26376-2
Date: 4/10/2015 11:47 AM
Quote Expiration: 6/30/2015
Contract Start Date*: 6/1/2015
Contract Term: 5 years

Bill To:
 Calexico Police Dept. - CA
 Finance Department
 608 Heber Avenue
 Calexico, CA 92231
 US

Ship To:
 Michael Bostic
 Calexico Police Dept. - CA
 420 E. 5th Street
 Calexico, CA 92231
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Bob Dillon	480.905.2012	rdillon@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Officer Safety Plan Initial Purchase
 Due: Net 30

QTY	PART #	DESCRIPTION	NET UNIT PRICE	TOTAL PRICE
40.00	73030	CAMERA SYSTEM, AXON FLEX	USD 199.00	USD 7,960.00
40.00	73062	BALL CAP MOUNT, AXON, FLEX	USD 0.00	USD 0.00
40.00	73036	CONTROLLER, HOLSTER, BELT CLIPS, FLEX	USD 0.00	USD 0.00
40.00	73021	MULTI-MOUNTING OPTION KIT, FLEX	USD 199.95	USD 7,998.00
7.00	70026	EVIDENCE.COM DOCK, AXON SIX BAY	USD 1,495.00	USD 10,465.00
7.00	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 245.00
40.00	85130	OFFICER SAFETY PLAN YEAR 1 PAYMENT	USD 1,188.00	USD 47,520.00
800.00	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
4.00	89101	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 1,872.00
60.00	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
40.00	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 7,200.00
3.00	85014	AXON 1-DAY SERVICE	USD 2,000.00	USD 6,000.00
Officer Safety Plan Initial Purchase Due: Net 30 Net Price:				USD 89,260.00

OSP Spares

QTY	PART #	DESCRIPTION	NET UNIT PRICE	TOTAL PRICE
2.00	73030	CAMERA SYSTEM, AXON FLEX	USD 0.00	USD 0.00
2.00	73009	COLLAR/VERSATILE/CAP MOUNT, FLEX	USD 0.00	USD 0.00

QTY	PART #	DESCRIPTION	NET UNIT PRICE	TOTAL PRICE
40.00	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 7,200.00
Officer Safety Plan Due: 2019 Net Price:				USD 56,592.00

Subtotal	USD 315,628.00
Estimated Shipping & Handling Cost	USD 319.95
Estimated Tax	USD 21,141.46
Grand Total	USD 337,089.41

Sworn to Safety Initiative (Officer Safety Plan, \$400)

TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

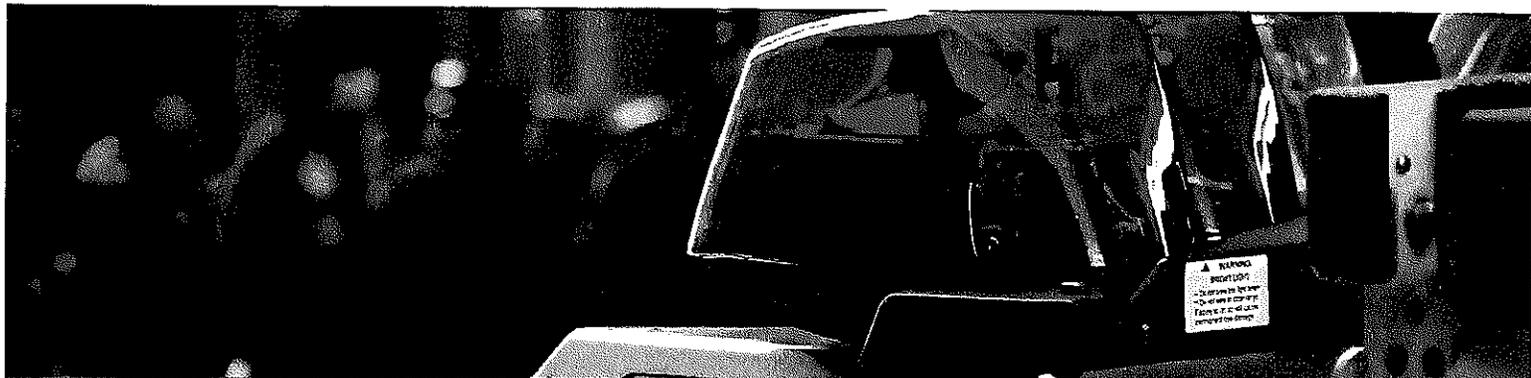
By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <http://www.taser.com/serviceagreement14>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at http://www.taser.com/images/support/downloads/downloads/evidence_materials/Professional_Services_Agreement.pdf. If your purchase includes Integration Services, you are also agreeing to the terms in the SOW posted at <http://www.taser.com/integrationstatementofwork14>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____ Date: _____
Name (Print): _____ Title: _____
PO# (if needed): _____

Please sign and email to Bob Dillon at rdillon@taser.com or fax to 480.658.0734

THANK YOU FOR YOUR BUSINESS!

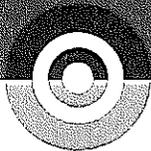
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RMS Integration from EVIDENCE.com

Easily tag your agency's videos with correct info and data

RMS Integration works by taking information from your Records Management System and correlating it with your videos on EVIDENCE.com. Benefits include:

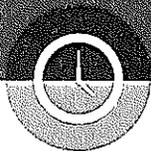


Greater Accuracy

Adds Incident ID, Category and Location to videos automatically

Avoids the misspellings and incomplete info of manual entry

Makes it easier to search and retrieve evidence later



Increased Efficiency

Frees officers from manual video tagging and saves time

Requires minimal involvement from IT staff

Can work with any system without involving RMS vendors



Cost Effectiveness

Saves up to \$200 per officer per month in productivity costs

Per-user pricing scales with the number of officers uploading

Can be added to existing contracts anytime

By clicking the "I Agree" button or using the Evidence.com™ Services you agree that you have read and understand this Agreement and you accept and agree to be bound by the following terms and conditions. You represent to us that you are lawfully able to enter into contracts and if you are entering into this Agreement for an entity, such as the company, municipality, or government agency you work for, you represent to us that you have legal authority to bind that entity. If you do not have this authority, do not use the Service Offerings. If you disagree with any of the terms below, we do not grant you the right to use the Service Offerings and you should click "Cancel" to exit the installer and immediately discontinue all use of the Service Offerings.

TASER International, Inc. (TASER, we, us, or our) and you or the entity you represent (Agency or you) agree to all terms of the Agreement effective on the date you first agreed to this Agreement or first began using the Service Offerings ("Effective Date").

1 Access Rights. Upon the purchase or granting of a subscription from TASER and your opening of an Evidence.com account you will have access and use of the Evidence.com Services for the storage and management of and Your Content during the subscription term ("Term"). This is not a data sharing agreement. We do not continuously audit, inspect, or monitor individual agency content or Your Content. You are not intending to waive or diminish any privacy interests by your use of the Evidence.com Services. The Evidence.com Services and data storage are subject to usage limits, including, for example, the quantities specified in quotes, order forms and purchase orders. Unless otherwise specified, (a) a quantity in a quote, order form or purchase order refers to end users, and the Evidence.com Service may not be accessed by more than that number of end users, and (b) an end user identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Evidence.com Service. You and each of your end users agree to adhere to this Agreement and all laws, rules, regulations, and policies applicable to your use of the Evidence.com Services. If you become aware of any violation of this Agreement by an end user, you will immediately terminate that end user's access to Your Content and the Evidence.com Services.

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4 Our Support. We will make available to you updates as released by us to the Evidence.com Services. Updates may be provided electronically via the Internet. It is your responsibility to establish and maintain adequate access to the Internet in order to receive the updates. We will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities). You are responsible for maintaining the computer equipment and Internet connections necessary for your use of the Evidence.com Services.

5 Data Privacy. We will not disclose Your Content or any information about you except as compelled by a court or administrative body or required by any law or regulation. We will give you notice if any disclosure request is received for Your Content so you may file an objection with the court or administrative body. You agree to allow us access to certain information from you in order to: (a) perform troubleshooting services for your account at your request or as part of our regular diagnostic screenings; (b) enforce our agreements or policies governing your use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

6 Data Storage. We will determine the locations of the data centers in which Your Content will be stored and accessible by your end users. For United States customers, we will ensure that all of Your Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. You consent to the transfer of Your Content to third parties for the purpose of storage of Your Content. Third party subcontractors responsible for storage of Your Content are contracted by us for data storage services. Ownership of Your Content remains with you.

7 Fees and Payment. Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term; except in the case of the optional subscription licenses described in Section 8. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. You are responsible for paying all subscription fees and applicable taxes and duties for Evidence.com Services. Unless otherwise specified by us, all fees for Evidence.com Services are due and payable net 30 days for approved credit. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. We reserve the right to charge additional fees for you exceeding your purchased storage amounts or for TASER's assistance in the downloading or exporting of Your Content. We may charge you interest at the rate of 1.5% per

11 Termination.**11.1 Termination for Cause.**

11.1.1 By Either Party. Either party may terminate this Agreement for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30-day notice period. In the event that you terminate this Agreement under this Section and we failed to cure the material breach or default, we will issue you a refund of any prepaid amounts on a prorated basis.

11.1.2 By Agency. You are obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during your then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by you. You agree to deliver notice of termination under this Section (11.1.2) at least 90 days prior to the end of the then current fiscal year.

11.2 Effect of Termination. Upon any termination of this Agreement: (a) all your rights under this Agreement immediately terminate; (b) you remain responsible for all fees and charges you have incurred through the date of termination; and (c) Sections 2, 5–7, 12, 13 (except the license granted to you in Section 13), 14, and 16–20 will continue to apply in accordance with their terms.

12 Return of Your Content.

12.1 During the Term. You can log into the Evidence.com Services to retrieve and manually download Your Content at any time during the Term.

12.2 After Termination. We will not delete any of Your Content as a result of a termination during the 90 days following termination. During this 90-day period you may retrieve Your Content only if you have paid all amounts due (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability for you to retrieve Your Content). You will not incur any additional fees if you download Your Content from the Evidence.com Services during this 90-day period. We have no obligation to maintain or provide any of Your Content after the 90-day period and will thereafter, unless legally prohibited, delete all of Your Content stored in the Evidence.com Services. Upon request, we will provide written proof that all of Your Content has been successfully deleted and fully removed from the Evidence.com Services.

12.3 Post-Termination Assistance. We will provide you with the same post-termination data retrieval assistance that we generally make available to all customers. Requests that we provide additional assistance to you in downloading or transferring Your Content will result in additional fees from us and we will not warranty or guarantee data integrity or readability in the external system.

13 IP Rights. We or our licensors own and reserve all right, title, and interest in and to the Evidence.com Services and related software. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Evidence.com Services solely in accordance with this Agreement during the Term. We own all right, title, and interest in and to the Evidence.com Services, including without limitation all Intellectual Property Rights. If you or your end users provide any suggestions to us for enhancements or improvements, we will own all right, title, and interest in and to the suggestions and have the right to use the suggestions without restriction, even if you or your end users have designated the suggestions as confidential. You irrevocably assign to us all right, title, and interest in and to the suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the suggestions.

14 License Restrictions. Neither you nor any of your end users may use the Evidence.com Services in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any of your end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code. All licenses granted to you in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Evidence.com Services you have used. You may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at www.TASER.com).

15 Third-Party Products and Services. No purchase of third-party products or services is required to use the Evidence.com Services other than a computer and Internet access. Any acquisition by you of third-party products or services and any exchange of data or Your Content between you and any third-party provider, is solely between you and the applicable third-party provider; including any fees necessary to obtain or use the third-party products or services. We are not responsible for examining or evaluating the content or accuracy of third-party

provided by us as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of you that are otherwise provided in or arise out of this Agreement.

19 **Limitations of Liability.** WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE EVIDENCE.COM SERVICES, INCLUDING AS A RESULT OF ANY (i) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE EVIDENCE.COM SERVICES, (ii) OUR DISCONTINUATION OF ANY OR ALL OF THE EVIDENCE.COM SERVICES, OR, (iii) WITHOUT LIMITING ANY OTHER OBLIGATIONS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE EVIDENCE.COM SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE EVIDENCE.COM SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF \$100,000 OR THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE EVIDENCE.COM SERVICES THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

20 **Miscellaneous.**

20.1 **Definitions.**

20.1.1 **"Evidence.com Services"** means our web services for Evidence.com, the EVIDENCE.com site, EVIDENCE Sync software, EVIDENCE Mobile App, Axon® Mobile App, other software, maintenance, storage, and any other product or service provided by us under this Agreement. This does not include any Third-Party Applications, hardware warranties, or the my.evidence.com services.

20.1.2 **"Your Content"** means software, data, text, audio, video, images or other content you or any of your end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under your account or otherwise transfer, process, use or store in connection with your account.

20.1.3 **"Documentation"** means the user guides, quick reference guides, and other technical and operations manuals and specifications for the Evidence.com Services provided by us, as that documentation may be updated by us from time to time.

20.1.4 **"Confidential Information"** means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates that is not subject to your public record laws. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Confidential Information.

20.1.5 **"Policies"** means any Service Level Agreement, the Trademark Use Guidelines, all restrictions described on the Evidence.com site, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

20.2 **Confidentiality.** Any party may use the other party's Confidential Information only as permitted under this Agreement. Except as required by applicable law or judicial order, you will not disclose our Confidential Information during the Term or at any time during the 5-year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of our Confidential Information.

20.3 **Force Majeure.** Neither party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

20.4 **Independent Contractors.** The parties are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

20.5 **No Third-Party Beneficiaries.** This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

20.6 **Non-discrimination and Equal Opportunity.** During the performance of this Agreement, we agree that neither we nor our employees will discriminate against any person, whether employed by us or otherwise, on the basis of race, color, religion, gender,



EVIDENCE.com Master Service Agreement

20.17 Time is of the Essence. Time is of the essence in connection with all matters and obligations pertaining to this Agreement.

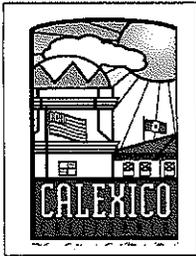
20.18 Counterparts. If this Agreement from requires the signatures of the parties, then this Agreement may be executed in any number of counterparts, each of which will be considered an original for all purposes, and all of which, when taken together, constitute one and the same Agreement.

[Document revised 1-23-2015]

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**AGENDA
ITEM**

12



AGENDA STAFF REPORT

DATE: May 5, 2015

TO: Mayor and City Council

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

PREPARED BY: Julia Osuna, Economic Development Manager

SUBJECT: Resolution of the City Council of the City of Calexico Urging a Moratorium on Additional Bank Closures and Calling upon U.S. Congressman Juan Vargas, Other Elected Officials and Obama Administration Officials in the Department of Justice, Department of Treasury and Other Federal Agencies to End Bank Closures in Calexico and Along the International Border.

=====

Recommendation:

Adopt Resolution of the City Council of the City of Calexico Urging a Moratorium on Additional Bank Closures and Calling upon U.S. Congressman Juan Vargas, Other Elected Officials and Obama Administration Officials in the Department of Justice, Department of Treasury and Other Federal Agencies to End Bank Closures in Calexico and Along the International Border

Background:

The Bank Secrecy Act, U.S. Department of Justice's *Operation Chokepoint*, the Financial Crimes Enforcement Network (FinCEN) of the US Department of Treasury, and other regulations by federal agencies have placed ever-increasing reporting criteria, and liability for laundered funds on banks throughout the country—specifically targeting border communities.

These regulatory requirements, threaten enforcement actions and potential fines of these federal agencies are causing banking corporate decision-makers, far away from the border, to close heavy cash transaction and foreign account branches without regard to community impacts.



Discussion & Analysis:

The unintended consequences of federal banking regulations has assigned undue liability to banks for account activity, causing them to close in already underserved border and minority communities at a critical rate. The actions of these federal agencies and corporate decision-makers have caused 50% of the banks in Calexico to close with more potential closings in the future.

Bank closures is not a local problem limited to Calexico, but is a regional problem affecting other border communities in California, Arizona and Texas and communities in other states. Calexico and other border communities survive on legal border trade and commerce that involve heavy cash transactions and rely on accounts held by foreign visitors. In addition, bank closures have made it more difficult for business owners to obtain necessary capital to run their businesses, but have also presented new obstacles for companies doing business in both the United States and Mexico. When banks move out, alternative financial services charging much higher fees move in and subprime and “fringe” lenders fill the void left by banks.

The decline of banks and the rise of alternative financial services in low-income and rural areas means that communities most in need of economic development have less access to capital and pay more for basic financial services. Banks are downtown anchors and promote, commerce, economic activity and jobs to the downtown area. A departing bank leaves behind a vacant building, hurting the local economy and diminishing community confidence.

The City of Calexico has more than 500 small businesses that rely on the financial services provided by local banks. It is a low to moderate income area and the bank closures significantly reduced economic activity, local spending, financial investments, tax revenues and community confidence while increasing unemployment. The City of Calexico currently has an unemployment rate of 23.2% and the financial impact of bank closures have created additional economic stress and job losses for the community.

City of Calexico residents, many of which contribute to our high unemployment rate and low income designation, are limited in opportunities and means of using technology for banking. In addition, a large number of City of Calexico residents, in particular our senior and minority population, conduct bank transactions in person and do not have reliable transportation to distant bank locations.

The closure of the Calexico banks (Chase, Rabobank, and Bank of America) only create hardship for our community and the 12-mile drive to the next branch will not deter criminal elements involved in money laundering and other criminal activity from making the trip, thereby rendering the closure of the banks ineffective and unnecessary in reaching the goals of Bank Secrecy Act, *Operation Chokepoint*, the Financial Crimes Enforcement Network (FinCEN) of the US Department of Treasury, and other regulations by federal agencies.

Fiscal Impact:

The City of Calexico is a border city that relies on the economic stimulus provided by the visiting foreigners and daily border crossers through shopping, banking, business transactions and tourism. Bank closures have created limited financial transaction options for Calexico small businesses and forces these business owners to drive 12 miles to do their banking, creating additional business costs in travel time, and creating susceptibility to robbery and theft.

Coordinated With:

Calexico Chamber of Commerce.
Calexico Businesses.

Attachments:

Resolution of the City Council of the City of Calexico Urging a Moratorium on Additional Bank Closures and Calling Upon U.S. Congressman Juan Vargas, Other Elected Officials and Obama Administration Officials in the Department of Justice, Department of Treasury and Other Federal Agencies to End Bank Closures in Calexico and Along the International Border.

RESOLUTION NO. 2015-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALEXICO URGING A MORATORIUM ON ADDITIONAL BANK CLOSURES AND CALLING UPON U.S. CONGRESSMAN JUAN VARGAS, OTHER ELECTED OFFICIALS AND OBAMA ADMINISTRATION OFFICIALS IN THE DEPARTMENT OF JUSTICE, DEPARTMENT OF TREASURY AND OTHER FEDERAL AGENCIES TO END BANK CLOSURES IN CALEXICO AND ALONG THE INTERNATIONAL BORDER

WHEREAS, the City Council of the City of Calexico is alarmed about the community impact of previous bank closures and the potential for future bank closures; and

WHEREAS, the Bank Secrecy Act, U.S. Department of Justice's *Operation Chokepoint*, the Financial Crimes Enforcement Network (FinCEN) of the US Department of Treasury, and other regulations by federal agencies have placed ever-increasing reporting criteria, and liability for laundered funds on banks throughout the country—specifically targeting border communities; and

WHEREAS, the regulatory requirements, threaten enforcement actions and potential fines of these federal agencies are causing banking corporate decision-makers, far away from the border, to close heavy cash transaction and foreign account branches without regard to community impacts; and

WHEREAS, unintended consequences of federal banking regulations has assigned undue liability to banks for account activity, causing them to close in already underserved border and minority communities at a critical rate; and

WHEREAS, the actions of these federal agencies and corporate decision-makers have caused 50% of the banks in Calexico to close with more potential closings in the future; and

WHEREAS, bank closures is not a local problem limited to Calexico, but is a regional problem affecting other border communities in California, Arizona and Texas and communities in other states; and

WHEREAS, Calexico and other border communities survive on legal border trade and commerce that involve heavy cash transactions and rely on accounts held by foreign visitors; and

WHEREAS, Bank closures have made it more difficult for business owners to obtain necessary capital to run their businesses, but have also presented new obstacles for companies doing business in both the United States and Mexico; and

WHEREAS, when banks move out, alternative financial services charging much higher fees move in and subprime and "fringe" lenders fill the void left by banks; and

WHEREAS, the decline of banks and the rise of alternative financial services in low-income and rural areas means that communities most in need of economic development have less access to capital and pay more for basic financial services; and

WHEREAS, banks are downtown anchors and promote, commerce, economic activity and jobs to the downtown area; and

WHEREAS, a departing bank leaves behind a vacant building, hurting the local economy and diminishing community confidence; and

WHEREAS, the City of Calexico has more than 500 small businesses that rely on the financial services provided by local banks; and

WHEREAS, bank closures have created limited financial transaction options for Calexico small businesses and forces these business owners to drive 12 miles to do their banking, creating additional business costs in travel time, and creating susceptibility to robbery and theft; and

WHEREAS, the City of Calexico is a border city that relies on the economic stimulus provided by the visiting foreigners and daily border crossers through shopping, banking, business transactions and tourism; and

WHEREAS, the City of Calexico is a low to moderate income area and the bank closures significantly reduced economic activity, local spending, financial investments, tax revenues and community confidence while increasing unemployment; and

WHEREAS, the City of Calexico currently has an unemployment rate of 23.2% and the financial impact of bank closures have created additional economic stress and job losses for the community;

WHEREAS, City of Calexico residents, many of which contribute to our high unemployment rate and low income designation, are limited in opportunities and means of using technology for banking; and

WHEREAS, a large number of City of Calexico residents, in particular our senior and minority population, conduct bank transactions in person and do not have reliable transportation to distant bank locations; and

WHEREAS, the closure of the Calexico banks (Chase, Rabobank, and Bank of America) only create hardship for our community and the 12-mile drive to the next branch will not deter criminal elements involved in money laundering and other criminal activity from making the trip, thereby rendering the closure of the banks ineffective and unnecessary in reaching the goals of Bank Secrecy Act, *Operation Chokepoint*, the Financial Crimes Enforcement Network (FinCEN) of the US Department of Treasury, and other regulations by federal agencies.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CALEXICO
HEREBY RESOLVES AS FOLLOWS:**

Section 1. The Calexico City Council Expresses alarm about the community impact of previous bank closures and the potential for future bank closures.

Section 2. Urges Congress, Department of Treasury, Department of Justice and other federal agencies to enact some form of liability relief for banks operating in border areas. Technology exists that allow complete bank compliance with federally mandated surveillance of tis accounts without assigning banks liability—as if they are the criminals themselves.

Section 3. Supports bolstering the existing Community Reinvestment Act (CRA, P.L. 95-128, 91 Stat. 1147, title VIII of the Housing and Community Development Act of 1977, 12 U.S.C. Section 2901 et seq.) to credit those banking institutions that choose to continue to support underserved border communities.

Section 4. Urges a moratorium on additional bank closures until all conflicting issues relating preventing criminal activity and promoting jobs, economic development and business are resolved in a thoughtful and reasonable way.

Section 5. Requests Congressman Juan Vargas, other elected officials and Obama Administration Officials in the Department of Justice and Department of Treasury and other Federal agencies to take all appropriate actions to end bank closures in Calexico and along the international border.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Calexico on the 5th day of May, 2015.

John M. Moreno, Mayor

ATTEST:

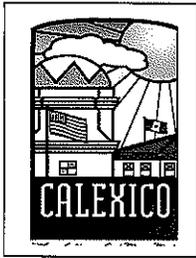
Gabriela Garcia, Deputy City Clerk

Approved as to content:

Richard N. Warne, City Manager

**AGENDA
ITEM**

13



AGENDA STAFF REPORT

DATE: May 5, 2015

TO: Mayor and City Council

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

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

SUBJECT: (1) Council Member Armando Real's Request that City Council Consider Potential Calexico Code of Ethics Violations by Council Member Martiza Hurtado and (2) Consideration of a Resolution of the City Council of the City of Calexico Reprimanding and Censuring Council Member Hurtado

=====

Council Member Armando Real requested that this item be placed on the agenda.

Recommendation:

(1) Determine if Council Member Hurtado has violated the City of Calexico Code of Ethics. If the City Council determines that there was a violation, (2) consider a Resolution of the City Council of the City of Calexico reprimanding and censuring Council Member Hurtado.

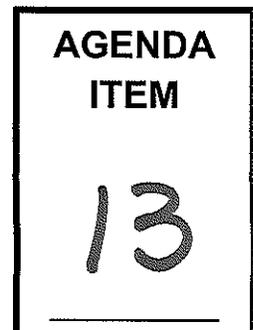
Background:

The City Council adopted a Code of Ethics in Resolution No. 2015-08 on February 3, 2015 by a vote of 5-0. All City Council Members publicly signed the Code of Ethics at the February 17, 2015, City Council meeting.

Discussion & Analysis:

Council Member Real alleges that Council Member Hurtado called him obscenities after the State of the City Address on April 16, 2015. Please see attached agenda request.

Interim City Manager Richard N. Warne was not present at the time and has no personal knowledge of what took place.



Fiscal Impact:

None.

Coordinated With:

City Manager's Office.

Attachments:

1. Blank Resolution of the City Council of the City of Calexico reprimanding and censuring Council Member Martiza Hurtado.
2. Resolution 2015-08 Adopting City of Calexico Code of Ethics.

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALEXICO, CALIFORNIA REPRIMANDING AND CENSURING COUNCIL MEMBER MARITZA HURTADO

WHEREAS, the City Council of the City of Calexico adopted on February 3, 2015, a Code of Ethics in Resolution No. 2015-08 for its members and the members of all City Council-appointed boards, committees and commissions to achieve these ends; and

WHEREAS, Council Member Maritza Hurtado voted for the City of Calexico Code of Ethics on February 3, 2015, and publically signed the City of Calexico Code of Ethics at the February 17, 2015, City Council meeting; and

WHEREAS, [TO BE FILLED IN BY CITY COUNCIL]

WHEREAS, [TO BE FILLED IN BY CITY COUNCIL]

WHEREAS, [TO BE FILLED IN BY CITY COUNCIL]

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

Section 1. Findings. The City Council of the City of Calexico hereby finds and determines **[TO BE FILLED IN BY CITY COUNCIL]**

Section 2. Sanctions. The City Council of the City of Calexico hereby **[TO BE FILLED IN BY CITY COUNCIL]**

Section 3. Effective Date. This Resolution shall become effective immediately upon passage.

PASSED, ADOPTED and APPROVED this 5th day of May, 2015, by the City Council of the City of Calexico.

John M. Moreno, Mayor

ATTEST:

Gabriela Garcia, Deputy City Clerk

RESOLUTION NO. 2015-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALEXICO, CALIFORNIA ADOPTING A CODE OF ETHICS FOR THE MEMBERS OF THE CITY COUNCIL AND FOR THE MEMBERS OF ALL BOARDS, COMMITTEES AND COMMISSIONS APPOINTED BY THE CITY COUNCIL

WHEREAS, the citizens and businesses of the City of Calexico are entitled to have fair, ethical and accountable local government which has earned the public's full confidence; and

WHEREAS, in keeping with the City of Calexico's commitment to excellence, all public officials, both elected and appointed must comply with the letter and spirit of the laws and policies affecting the operation of government; and

WHEREAS, all public officials, both elected and appointed, are required to be impartial and fair in their judgment and actions and ensure that public office is used for the public good; and

WHEREAS, the City Council of the City of Calexico has determined that the adoption of a Code of Ethics for its members and the members of all City Council-appointed boards, committees and commissions will assist in achieving these ends.

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

Section 1. The City Council hereby approves and adopts the City of Calexico Code of Ethics as attached to Exhibit "A" to this Resolution.

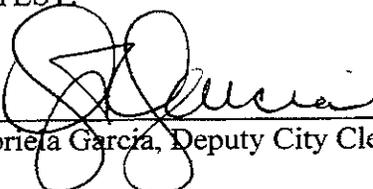
Section 2. This Resolution shall become effective immediately upon passage.

PASSED, ADOPTED and APPROVED this 3rd day of February, 2015, by the City Council of the City of Calexico.



John M. Moreno, Mayor

ATTEST:

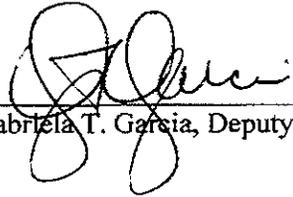


Gabriela Garcia, Deputy City Clerk

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

I, Gabriela T. Garcia, Deputy City Clerk of the City of Calexico, do hereby certify under the penalty of perjury, that the foregoing Resolution No. 2015-08, was duly adopted by the City Council at a meeting of said City Council held on the 3rd day of February 2015, and that it was so adopted by the following vote:

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



Gabriela T. Garcia, Deputy City Clerk

CITY OF CALEXICO

CODE OF ETHICS

Preamble.

The citizens and businesses of Calexico are entitled to have a fair, ethical and accountable local government which has earned the public's confidence for integrity. In keeping with the City of Calexico's commitment to excellence, the effective functioning of democratic government therefore requires that:

1. Public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government;
2. Public officials be independent, impartial and fair in their judgment and actions;
3. Public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

To this end, the Calexico City Council has adopted a Code of Ethics for members of the City Council and of the City's boards, commissions and committees to assure public confidence in the integrity of Calexico City government and its effective and fair operation.

Principles.

1. Act in the Public Interest. Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of Calexico and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Calexico City Council, boards, commissions and committees.

2. Comply with the Law. Members shall comply with the laws of the nation, the State of California and the City of Calexico in the performance of their public duties. These laws include, but are not limited to: the United States and California constitutions; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government; and City ordinances and policies.

3. Conduct of Members. The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety.

Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, boards, commissions, committees, the staff or public.

4. Respect for the Process. Members shall perform their duties in accordance with the processes and rules of order established by the City Council, boards, commissions and committees governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council and by City staff.

5. Conduct of Public Meetings. Members shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers; making personal comments not germane to the business at hand, or otherwise interfering with the orderly conduct of meetings.

6. Decisions Based on Merit. Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.

7. Communication. Members shall publicly share substantive information that is relevant to a matter under consideration by the City Council or boards and commissions, which they may have received from sources outside of the public decision-making process.

8. Conflict of Interest. In order to assure their independent and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions in which they have a material financial interest or where they have an organizational responsibility or personal relationship, which may give the appearance of a conflict of interest. In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts, and they shall abstain from participating in deliberations and decision-making where conflicts may exist.

9. Gifts and Favors. Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office, that are not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence.

10. Confidential Information. Members shall respect the confidentiality of information concerning the property, personnel or affairs of the City. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.

11. Use of Public Resources. Members shall not use public resources not available to the public in general such as City staff time, equipment, supplies or

facilities for private gain or personal purposes.

12. Representation of Private Interests. In keeping with their role as stewards of the public interest members of the City Council shall not appear on behalf of the private interests of third parties before the Council or any board, commission or proceedings of the City, nor shall members of boards and commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

13. Advocacy. Members shall represent the official policies or positions of the City Council, board or commission to the best of their ability when designated as delegates for this purpose. When presenting their individual actions and positions, members shall explicitly state they do not represent their body or the City of Calexico, nor shall they allow the inference that they do.

14. Policy Role of Members. Members shall respect and adhere to the council-manager form of City government. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards and commissions, and City staff.

15. Independence of Boards and Commissions. Because of the value of the independent advance of boards and commissions to the public decision-making process, members of the City Council shall refrain from using their position to unduly influence the deliberations or outcomes of board and commission proceeding.

16. Positive Work Place Environment. Members shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

Implementation.

As an expression of the standards of conduct for members expected by the City, the Calexico Code of Ethics is intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions. For this reason, ethical standards shall be included in regular orientations for candidates for City Council, applicants to boards and commissions, and newly elected and appointed officials. Members entering office shall sign a statement affirming they read and understand the City of Calexico Code of Ethics. In addition, the Code of Ethics shall be annually reviewed by the City Council, boards and commissions and the City Council shall consider recommendations from boards and commissions and update it as necessary.

Compliance and Enforcement.

The Calexico Code of Ethics expresses standards of ethical conduct expected for members of the Calexico City Council, boards and commissions. Members themselves have the primary responsibility to assure that the ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government.

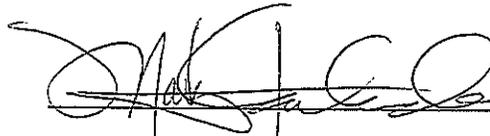
The Mayor and the chair persons of City Council-appointed boards, commissions and committees have the additional responsibility to intervene when actions of members appear to be in violation of the Code of Ethics are brought to their attention.

The City Council may impose sanctions on members whose conduct does not comply with the City's ethical standards, such as reprimand, formal censure, or loss of committee assignments. The City Council also may remove members of boards and commissions from office.

A violation of this Code of Ethics shall not be considered a basis for challenging the validity of a Council, board or commission decision.

I affirm that I have read and understand the City of Calexico Code of Ethics.

Signature:



Date:

February 17, 2015

Name (Print):

Maritza Hurtado

Office:

City Council Member

**AGENDA
ITEM**

14

Item # 14

17.01.1112 - Prohibited signs.

All signs not specifically permitted by other provisions of this chapter shall be prohibited. The following signs shall not be permitted unless specifically allowed by a specific plan, overlay district or other section of this Code:

- A. Portable signs, such as freestanding or wheeled signs higher than forty-two inches in height, and metallic balloons.
- B. Vehicles containing advertising intentionally parked on public or private property for extended amounts of time at the same location for the primary purpose of advertising or directing attention to a permanent business.
- C. Signs that incorporate in any manner any flashing, moving, or intermittent lighting.
- D. Rotating or animated signs, or signs that contain any moving parts.
- E. No signs, lights or other advertising structure shall be:
 - 1. Located within the right-of-way of any highway;
 - 2. Visible from any highway and simulating or imitating any directional, warning, danger or information sign permitted under the provisions of this chapter, or be likely to be mistaken for any permitted sign, or if intended or likely to be construed as giving warning to traffic, by, for example, the use of the words "stop" or "slow down";
 - 3. Maintained in any other but a safe condition;
 - 4. Visible from any highway and displaying any red or blinking or intermittent light likely to be mistaken for a warning or danger signal;
 - 5. Illuminated so as to impair the vision of travelers on adjacent highways; Illuminations shall be considered vision impairing when its brilliance exceeds the values set forth in Section 21466.5 of the California Vehicle Code;
 - 6. Visible from a state regulated highway and displaying any flashing, intermittent, or moving light or lights, or that appear to be moving.
- F. Signs that exceed the roofline or parapet to which such signs are attached (including decals on mechanical equipment).
- G. Yard sale and real estate signs in the public right-of-way.
- H. Off-site signs as defined in Section 17.01.1104 of this chapter.

(Ord. No. 1121, § 5, 8-17-10)

17.01.1113 - Advertising on public property.

- A. No person, except a public officer or city employee in the performance of his duty shall paste, post, paint or erect any flag, pennant, sign or notice of any kind or cause the same to be done upon public property, street, bridge, or sidewalk within the city and no person shall attach any item to private utility poles.
- B. Exceptions. Signs and banners for special public events to the benefit of the entire community and authorized by the director or designee.

(Ord. No. 1121, § 5, 8-17-10)

17.01.1114 - Temporary noncommercial signs.

- A. General. Noncommercial signs are permitted (without the requirement of seeking a permit from city personnel) in any district subject to the following limitations:
1. Time Limits. No sign shall be posted more than ninety days prior to the election or event or subject matter to which it pertains. All signs shall be removed within thirty days following the election, event, or subject matter to which they pertain.
- B. Exceptions. Temporary noncommercial campaigning signs shall be prohibited in locations listed below:
1. Public right-of-way. No sign shall be posted within the street right-of-way (including, but not limited to, median islands, tract entry planters, treewells and parkways), or on any traffic-control sign, private or public utility company poles;
 2. Public facilities. No sign shall be posted on any building or on any property owned by the city.

(Ord. No. 1121, § 5, 8-17-10)

17.01.1115 - Temporary advertising for new residential developments.

This section provides the standards for the implementation of on-site subdivision signs. The purpose of these standards is to avoid adverse impacts to existing residential neighborhoods, to direct the public to new residential developments, and to help reduce the aesthetic impacts on the streetscape.

- A. On-Site Signs and Flags. New residential developments that offer ten or more units for sale, rent or lease may erect temporary on-site advertising signs subject to the following:
1. Size.
 - a. One sign per residential development may be located within the boundaries of the development. Such signs shall not exceed one hundred square feet in area and with a total height of twenty feet above grade;
 - b. Additionally, up to ten flags (which direct the public to the location of the model home complex or outline the primary entrance to the development) may be allowed, such flags shall not exceed fifteen square feet in area and with a total height of twenty feet above grade;
 - c. One sign per model home complex (if one is proposed) for the primary identification of the model home complex. Such sign shall not exceed thirty-two square feet in area with a total height of eight feet above grade.
 2. Approval required. Signs and flags are subject to approval of a temporary sign permit by the director or designee. The permit shall be valid for one year. Extensions may be granted by the director upon request of the applicant.
 3. Bond required. Such signs and flags are subject to a five hundred dollar cash bond or deposit as determined by director in order to guarantee prompt removal upon expiration of the approval period, not to exceed thirty days.
 4. Removal of signs. The bond/deposit shall be forfeited if signs and/or flags are not removed within the expiration date.

(Ord. No. 1121, § 5, 8-17-10)

17.01.1116 - Temporary advertising for developments other than new residential developments.

Temporary advertising for new developments other than residential projects shall be permitted

subject to the following:

- A. One freestanding sign per development may be erected. Such signs shall not exceed thirty-two square feet in area, nor ten feet in height.
- B. One wall sign per building may be displayed. Such signs shall not exceed one square foot per lineal foot of building frontage, provided however, that no sign shall exceed fifty square feet.
- C. Signs shall not be displayed for more than one year.

(Ord. No. 1121, § 5, 8-17-10)

17.01.1117 - Temporary advertising devices "temporary signs".

Temporary signs such as pennants, banners, spinners, flags, nonmetallic inflatable devices "balloons", and portable signs shall be permitted for promotional purposes only subject to the following regulations:

- A. All temporary signs shall require a permit and shall be subject to the review and approval of the planning division.
- B. Pennants, banners, spinners, flags, nonmetallic inflatable (small or large) devices "balloons", and portable signs including air operated signs shall be displayed only at the location where the promotion occurs.
- C. The maximum number of temporary signs permitted per occurrence period shall be two sign types.
- D. The display of temporary signs for promotional purposes shall be subject to the following additional regulations:
 - 1. Pennants and flags (defined as small strips of cloth or plastic fabric triangularly or rectangular shaped and a rectangular piece of fabric on poles used as advertising devices):
 - a. Pennants and/or flags on strings and flags on poles shall be allowed for a maximum of thirty consecutive days per occurrence period, six times per calendar year. No more than two occurrence periods shall be combined at any one time. Each occurrence period shall be separated by at least fourteen consecutive days if not combined;
 - b. Flags on poles shall be limited to ten flags per occurrence period. Each flag shall not exceed fifteen square feet in area;
 - c. The height of pennants and/or flags on strings and flags on poles shall not exceed twenty feet above grade;
 - d. Pennants and/or flags shall be kept in good condition at all times.
 - 2. Banners (defined as large strips of cloth or plastic fabric used as an advertising device):
 - a. Banners shall be allowed a maximum of thirty consecutive days per occurrence period, four times per calendar year. Each occurrence period shall be separated by at least thirty consecutive days;
 - b. Only one banner shall be permitted per building and/or tenant space;
 - c. Banner sign area shall not exceed sixty square feet;
 - d. Banners shall be attached to the building or canopy parallel to the building face. No portion of any banner shall project more than six inches from the face of the building or canopy to which it is attached;
 - e. Banner shall be kept in good condition at all times.

3. Small inflatable nonmetallic devices "balloons":
 - a. Balloons twelve inches or less in diameter may be allowed without a temporary sign permit;
 - b. The height of the balloons shall not exceed forty-five feet above grade.
4. Large inflatable nonmetallic devices "balloons":
 - a. Balloons greater than twelve inches in diameter such as inflatable statuary or a hot air balloon may be may be allowed with a temporary permit a maximum of thirty consecutive days per occurrence period, four times per calendar year. Each occurrence period shall be separated by thirty consecutive days and must be included as part of a permitted promotional period;
 - b. The height of the balloons shall not exceed the distance from the proposed location to the nearest property line;
 - c. Balloon shall be allowed only on private property;
 - d. Balloon shall be placed so as not to impede pedestrian and vehicular traffic;
 - e. Balloon shall be properly secured to the ground or a structure to withstand extreme wind conditions;
 - f. Balloon shall be kept in good condition at all times;
 - g. Only one balloon shall be permitted per building or tenant space.
- E. Movable signs defined as sandwich boards, made of wood, plastic, or metal that may contain commercial information may be allowed with a sign permit reviewed and approved by the planning division on a yearly basis subject to the following additional regulations:
 1. Only one movable sign shall be permitted per tenant space;
 2. Sign shall not be allowed within the public right-of-way (i.e., public side walk, etc.);
 3. Sign area shall not exceed thirty inches wide and forty-two inches high and have no more than two faces;
 4. Sign must be placed so as not to impede pedestrian and vehicular traffic;
 5. Sign must be placed so as not to impede line-of-sight for vehicular traffic;
 6. Sign shall be allowed only on private property;
 7. Sign shall be displayed only during operating business hours. Sign shall be kept in good condition at all times.
- F. Temporary window signs may be allowed without a temporary sign permit subject to the following regulations:
 1. They shall be permitted only inside a window of the business to which such sign pertains;
 2. Sign area shall not exceed twenty-five percent of the window pane area;
 3. Total area occupied by said sign shall not screen the view of the inside of said tenant space;
 4. Signs shall be displayed in a neat and orderly manner and shall not contain any words, symbols or pictures that may be offensive to the general public;
 5. Holiday window decorations shall be permitted. The duration for the decoration of the window shall be limited to a period not exceeding six weeks prior to the holiday and two weeks following the holiday.

(Ord. No. 1121, § 5, 8-17-10)

17.01.1118 - Identification signs in residential zones.

The following regulations shall apply to all signs and outdoor advertising structures in residential zones, except as provided in Section 17.01.1108, Exemptions:

- A. All signs shall require a permit and shall be subject to the review and approval of the planning division.
- B. For other than single-family detached residential, developments on lots less than one hundred feet in width may be permitted one wall sign containing a maximum sign area of ten square feet.
- C. Large scale developments having more than six units and a lot width greater than one hundred feet may be permitted one sign per street frontage containing no more than one square foot per each ten feet of linear lot frontage and shall not exceed thirty-two square feet of sign area. Such signs may be freestanding or wall signs.
- D. All signs shall harmonize with the scale and design of the development and if lighted shall be indirectly lighted.
- E. Freestanding signs shall have an overall maximum height of six feet above grade. Such sign shall not extend out from the furthest projection of the main building more than five feet on any side of front yard.
- F. A wall sign shall be fastened parallel to the surface of the main building and may be placed at a height not greater than two-thirds of the height of the building surface upon which it is located.

(Ord. No. 1121, § 5, 8-17-10)

17.01.1119 - Signs in commercial zones.

The following regulations shall apply to all signs and outdoor advertising structures in the CO, CN, and CH zones:

- A. All signs shall require a permit and shall be subject to the review and approval of the planning division.
- B. No sign shall be permitted that does not pertain directly to an approved business conducted on the premises, except as provided in Section 17.01.1108, Exemptions.
- C. All signs, except those provided for in Section 17.01.1117, Temporary advertising devices, shall be permanent in nature and shall be consistent with and reflect the architectural design of the building with which they are associated, and shall incorporate unifying features such as materials, styles and colors.
- D. Wall sign ratio 1:1. The total sign area permitted per building frontage shall not exceed one square foot per lineal foot of building frontage on which the sign is located subject to the following:
 - 1. Building frontage may not be combined to permit a larger sign on any one building frontage;
 - 2. Signs shall be attached to the building or canopy, parallel to the building face. No portion of any sign or its supporting structure, may project more than six inches from the face of the building or structure to which it is attached.
- E. Sign program requirement. Businesses in an integrated development shall be required to submit for review and approval a uniform sign program approved by the director. The purpose of the sign program is to develop a cohesive and consistent design theme for all proposed sign types taking

into consideration the layout of the proposed development and identifying unique advertizing needs for the end users. All signs within an integrated development shall comply with the established sign program regulations and are subject to Section 17.01.1105, Permit Required.

- F. Freestanding signs. In addition to the above, businesses in a separate or independent building and occupying at least one hundred feet of frontage on one street may be permitted one freestanding sign subject to the following:
1. Sign area per street frontage shall not exceed twenty square feet per one hundred lineal feet of the street frontage on which the sign is located; provided, however, that no one sign shall exceed sixty square feet in area;
 2. Maximum height of freestanding signs shall not exceed eight feet above the public sidewalk elevation;
 3. Signs shall reflect the architectural design of the building with which they are associated, and shall incorporate unifying features such as materials, styles and colors. Simple pole signs are discouraged because these do not incorporate features associated to buildings;
 4. No portion of any sign or supporting structure shall be located closer than five feet to any property line, nor be located in such a manner as to constitute a hazard to pedestrian or impede appropriate line-of-sight for vehicular traffic;
 5. No sign is permitted for frontages on local residential streets;
 6. All freestanding signs shall include the address of the business in numerals and/or letters at least six inches high. Addresses shall not be obscured by landscaping or other obstructions;
 7. All freestanding signs shall be located in a planter area not less than fifty square feet in area and with a minimum width of five feet.
- G. Center ID Signs. In addition to the above, one center identification sign per street frontage is permitted for integrated developments of five or more separate units subject to the following:
1. The sign shall not exceed thirty square feet per one hundred lineal of street frontage on which the sign is located, provided, however, that the maximum sign area shall not exceed three hundred twenty square feet per sign;
 2. No sign shall exceed the height of the building with which it is associated or the structure height limits of the zone;
 3. Signs shall reflect the architectural design of the building with which they are associated, and shall incorporate unifying features such as materials, styles and colors;
 4. No portion of any sign or supporting structure shall be located closer than five feet to any property line, nor be located in such a manner as to constitute a hazard to pedestrian or impede appropriate line-of-sight for vehicular traffic;
 5. No sign is permitted for frontages on local residential streets;
 6. All freestanding signs shall include the address of the center in numerals and/or letters at least six inches high. Addresses shall not be obscured by landscaping or other obstructions;
 7. All freestanding signs shall be located in a planter area not less than one hundred square feet in area with a minimum width of five feet;
 8. All freestanding center identification signs shall be subject to the review and approval of the Director or designee subject to the provisions of Article VII, Development Review Procedure, Section 17.01.710, Purpose.

H. Reserved.

- I. Small suspended or projecting signs may be permitted in addition to provisions of Subsections (D), (F), (G), and (H), subject to the following:
 1. A maximum of one such sign per building frontage is permitted provided that it is perpendicular to the main face of the building and suspended from a canopy or projects not more than three feet from the building face;
 2. Signs shall not exceed two square feet in area and shall have a minimum ground clearance of eight feet;
 3. All such signs shall be nonenergized and nonelectrical.
- J. Freeway identification signs. Signs oriented to freeway traffic shall be permitted subject to the following limitations:
 1. Signs Permitted Within Six Hundred Sixty Feet from the Edge of the Right-of-Way of an Interstate Or Primary Highway (Types). No signs or advertising displays shall be placed or maintained within six hundred sixty feet from the edge of the right-of-way of an interstate or primary highway, except as follows:
 - a. Signs or advertising displays that are not freeway-oriented, and that conform in all other respects to the provisions of this chapter setting out types of signs permitted, may be permitted as freestanding signs (pole or monument) and wall or building face signs only;
 - b. All freeway-oriented signs shall be approved in accordance with Section 17.01.1119(J)(2) of this chapter;
 - c. Signs erected by local government to direct traffic to roadside or community business areas. Pole or freestanding signs may be utilized for this use; and
 - d. Signs required by law, including legal notices or advertisements prescribed by law or posted by any lawful officer or agent, are allowed without permit, so long as they conform to the law requiring their posting or display.
 - e. Properties containing such signs shall be adjacent to a freeway or a freeway ramp.
 2. Signs Permitted Within Six Hundred Sixty Feet from the Edge of the Right-of-Way of an Interstate or Primary Highway. All freeway-oriented signs within six hundred sixty feet of a freeway right-of-way shall be processed in accordance with this section. A sign application shall be submitted and the required fees paid. Some freeway-oriented signs may be approved by the director and others may be approved by the planning commission, as described in the following sections:
 - a. The director may approve subject to the provisions of Article VII, Development Review Procedure, Section 17.01.710, Purpose, freeway-oriented freestanding and building face or wall signs as follows:
 - i. If the commercial development, as defined in Section 17.01.1104 of this chapter, is less than two acres in size, a freestanding sign may be permitted up to a maximum height of thirty-five feet;
 - ii. If the commercial development is two acres or more in size, a freestanding sign may be permitted up to a maximum height of forty-five feet;
 - iii. Regardless of the permitted height, total sign area shall not exceed thirty square feet per one hundred lineal feet of freeway frontage, provided, however, that the maximum sign area shall not exceed one hundred fifty square feet;
 - iv. Said sign shall be located in a planter area not less than fifty square feet with one

dimension being at least five feet;

- v. In no case may the total number of freestanding signs, or monument, freeway-oriented or not, exceed the total number of street and freeway frontages; and
 - vi. Freeway-oriented building face or wall signs shall be limited to a maximum sign area of one and one-half square feet for each lineal foot of building face or wall directed toward the freeway of the building floor area occupied by the applicant.
- b. The planning commission may approve freeway-oriented freestanding signs as follows:
- i. If the commercial development is two acres or more in size, a freestanding sign greater than forty-five feet in height may be granted by conditional use permit if it can be shown that a greater height is necessary in order to gain adequate identification. Such showing shall include a comparison (line-of-sight analysis) of the elevation of the site and the elevation of the adjacent freeway including off-ramps and accessory freeway features;
 - ii. Regardless of the permitted height, total sign area shall not exceed forty square feet per one hundred lineal feet of freeway frontage; provided, however, that the maximum sign area shall not exceed three hundred twenty square feet per sign;
 - iii. In no case shall the total number of freestanding signs, or monument, freeway-oriented or not, exceed the total number of street and freeway frontages.
- K. Temporary window signs, including signs painted on windows shall be permitted subject to the regulations for temporary window signs set out in Section 17.01.1117(F)(1) through (5).
- L. Signs for gasoline dispensing establishments shall comply with the provisions of Section 17.01.1122.

(Ord. No. 1121, § 5, 8-17-10)

17.01.1120 - Signs in the Calexico Downtown District (CS Zone).

All signs within the boundaries of the Calexico Downtown Design and Implementation Program - Study Area shall comply with regulations pursuant to Section 3.4, Signage Standards, of said program.

(Ord. No. 1121, § 5, 8-17-10)

17.01.1121 - Signs in the industrial zones.

The following regulations shall apply to all signs and outdoor advertising structures in the "I" and "IR" Zones:

- A. All signs shall require a permit and shall be subject to the review and approval of the planning division.
- B. No sign shall be permitted that does not pertain directly to an approved business conducted on the premises.
- C. All signs, except those provided for in Section 17.01.1117, Temporary advertising devices, shall be permanent in nature and shall be consistent with and reflect the architectural design of the building with which they are associated, and shall incorporate unifying features such as materials.
- D. Wall sign ratio 1:1. The total sign area permitted per building frontage shall not exceed one square foot per linear building frontage on which the sign is located subject to the following:
 - 1. Maximum size of any sign shall be one hundred square feet;

2. Building frontages may not be combined to permit a larger sign on any one building frontage;
 3. Signs shall be attached to the building or canopy, parallel to the building face. No portion of any sign or its supporting structure may project more than six inches from the face of the building or structure to which it is attached.
- E. Sign program requirement. Businesses in an integrated development as defined in this chapter, shall be required to submit for review and approval a uniform sign program approved by the director. The purpose of the sign program is to develop a cohesive and consistent design theme for all proposed sign types taking into consideration the layout of the proposed development and identifying unique advertizing needs for the end users. All signs within an integrated development shall comply with the established sign program regulations and subject to Section 17.01.1105, Permit required.
- F. Freestanding signs. In addition to the above, businesses in a separate building and occupying the entire building area on a parcel with a street frontage of at least one hundred feet on one street may be permitted a freestanding monument sign subject to the following:
1. Sign area per street frontage shall not exceed twenty square feet per one hundred lineal feet of the street frontage on which the sign is located, provided, however, that no one sign shall exceed sixty square feet;
 2. Maximum height of the sign shall not exceed six feet in height;
 3. No portion of any sign or supporting structure shall be located closer than five feet to any property line, not be located in such a manner as to constitute a hazard to pedestrian or vehicular traffic;
 4. No sign is permitted for frontages on local residential streets;
 5. All freestanding signs shall include the address of the business in numerals and/or letters at least six inches high. Addresses shall not be obstructed by landscaping or other obstructions;
 6. All freestanding signs shall be located in a planter area not less than fifty square feet in area and with a minimum width of five feet.
- G. In addition to the above, one center identification sign per street frontage is permitted for integrated developments of five or more separate units subject to the same regulations stipulated in Section 17.01.1119(G).
- H. Freeway identification signs. Shall comply with the provisions of Section 17.01.1119(J) of this chapter.
- I. Signs for gasoline dispensing establishments shall comply with the provisions of Section 17.01.1122.

(Ord. No. 1121, § 5, 8-17-10)

17.01.1122 - Signs for gasoline dispensing establishments "gas stations".

The following regulations shall apply to all signs and advertising structures for service stations, including mini-markets or similar associated uses:

- A. One freestanding sign per street frontage may be permitted subject to the following:
1. Sign area shall not exceed twenty square feet per one hundred lineal feet of street frontage, plus twenty-four square feet. Price signing shall be included within this sign area;
 2. Maximum height of the sign shall not exceed six feet above the adjacent public sidewalk;
 3. Signs shall reflect the architectural design of the building with which they are associated and

shall incorporate unifying features such as materials;

4. Street frontages may not be combined to permit a larger sign on any frontage;
 5. All freestanding signs shall include the address of the business in numerals and/or letters at least six inches high. Addresses shall not be obstructed by landscaping or other obstructions;
 6. All freestanding signs shall be located in a planter area not less than fifty square feet in area and with a minimum of five feet.
- B. The total sign area of all wall signs per building frontage shall not exceed one square foot per lineal foot of building frontage on which the sign is located.
- C. Signs above pump and pump islands shall be limited to directions for use of pumps and payments, or other signs required by state regulations, and sign area shall not exceed a total of ten square feet per pump island.
- D. Temporary window signs, including signs painted on windows shall be permitted subject to the regulations for temporary window signs set out in Section 17.01.1117(F)(1) through (5).
- E. Temporary advertising signs may be permitted subject to the provisions of Section 17.01.1116, Temporary advertising devices.

(Ord. No. 1121, § 5, 8-17-10)

17.01.1123 - Signs in open space zones.

Except as provided in Section 17.01.1108, Exceptions, all signs in open space and recreational areas shall be subject to review and approval of the planning commission, which shall consider the special circumstances of these zones, including special hazards and overlay zones which may be associated with them. Generally, the regulations set forth in Section 17.01.1119, Signs in commercial zones, shall be used as guidelines for signs in these districts.

(Ord. No. 1121, § 5, 8-17-10)

17.01.1124 - Illegal and abandoned signs.

- A. An illegal or abandoned sign shall mean any of the following:
1. Any sign described in Section 17.01.1109(A)(1);
 2. A sign that is otherwise a danger to the public or is unsafe;
 3. A sign that is a traffic hazard;
 4. Any sign listed under Section 17.01.1112.
- B. Illegal and abandoned signs located within the city and existing as of the date of the adoption of this ordinance shall be inventoried and identified for potential abatement as provided by Section 5491.1 of the California Business and Professions Code. This inventory and identification must commence within one hundred twenty days from the date of adoption of the ordinance.
- C. Any applicable amortization schedule for the ordinance shall not expire until at least six months after the date on which the city confirms the continuing need for the ordinance to take effect.
- D. Upon the completion of the required identification and inventory, the city shall, at a public hearing, consider whether there is a need for the ordinance to take effect.
- E.

The city may impose reasonable fees upon all owners or lessees of the illegal signs for the purpose of covering its actual cost of inventorying and identifying illegal and abandoned signs. The actual cost shall be fixed upon a determination of the total estimated reasonable costs. The amount of that cost and the fee to be charged is exclusively within the discretion of the city and shall be set forth by resolution.

- F. Illegal or abandoned signs located within the city are to be declared by the city council, by resolution, as public nuisances and to be abated in accordance with this Code.
- G. The notice shall be substantially in the following form:

NOTICE TO REMOVE ILLEGAL
ADVERTISING DISPLAY

Notice is hereby given that on the _____ day of _____/_____/_____, 20_____, the City Council of the City of Calexico adopted Resolution Number _____ declaring that an illegal advertising display is located upon or in front of this property which constitutes a public nuisance and must be abated by the removal of the illegal display. Otherwise, it will be removed, and the nuisance abated by the City. The cost of removal will be assessed upon the property from or in front of which the display is removed and will constitute a lien upon the property until paid. Reference is hereby made to the resolution for further [p]articulars. A copy of this resolution is on file in the office of the City Clerk.

All property owners having any objection to the proposed removal of the display are hereby notified to attend a meeting of the City Council of the City of Calexico to be held (give date, time and place), when their objections will be heard and given due consideration.

Dated this _____ day of _____/_____/_____, 20_____.

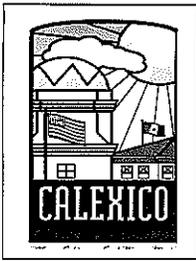
Title

City of Calexico

(Ord. No. 1121, § 5, 8-17-10)

**AGENDA
ITEM**

15



AGENDA STAFF REPORT

DATE: May 5, 2015

TO: Mayor and City Council

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

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

SUBJECT: Consider a Request for a Forensic Audit of the City of Calexico and Provide Direction to Staff if Necessary.

=====

Recommendation:

Provide direction to staff for any appropriate follow-up action.

Background:

City Council Member Armando Real called for the discussion of a forensic audit in open session of a regularly scheduled Council Meeting. He has not identified any specific concerns or activity that might be the subject of additional audit procedures.

Discussion & Analysis:

There are many internal controls and systems in place throughout the City Government. The City's system of internal controls has been tested and audited regularly during the past three years. Every fund in the City's financial system undergoes a financial statement audit once every fiscal year by an independent Certified Public Accounting Firm. Every grant program is the subject of two to three audits within at least a two year period with very strict quarterly reporting requirements. All federally funded programs are audited at least once a year and more if they are over \$500,000. Exhibit "A" Summary of Audit Activity shows the extent of the audits already conducted for the City of Calexico.

The City is in the final stages of implementing new software and technology systems for all financial activity, utility billing and business licenses. These systems have modern financial controls and edits, strong security and access controls and superior reporting capabilities. Top management has implemented stricter controls and policies to stop the incidents and/or possibilities for vendors and customers to take advantage of the City.



Local agencies throughout the United States and especially in California have all learned from the City of Bell experience. The State Controller's Office (SCO) and State Department of Finance (DOF) in collaboration with the State Legislature have assumed greater roles in mandating reporting and process requirements that make it difficult to commit fraud. Although not impossible, it is very difficult in today's local government environment.

During calendar year 2014, the City issued bonded indebtedness three times. The significance, beside the frequency, is that all three times the City management and financial systems underwent rigorous scrutiny by the Standard & Poor's rating firm and the City's bond insurers. The ratings were "A-", "A" and unrated for the Community Facilities District (CFD). These are all credible ratings and not signifying any overall weakness. The City remains in good standing with the trustee banks who hold about \$30 million of the City's cash and investments.

The ultimate success of internal controls is found in the management of people and the skills and experience of those people. Current management is working hard to overcome years of poor leadership, very bad decisions and the wrong mix of skills in many areas. Realignment of the City's human capital is a priority and one where the staff has not seen any layoffs or salary reductions as department needs and Council priorities are considered. The Police Department is undergoing a top to bottom re-organization as elimination of wrongdoing, correcting years of neglect and changes in the approach to community policing are taking effect. Public Works and other departments are also seeing changes in work schedules and priorities. The Finance Department has one-half the staff of a year ago and still manages to implement new systems and improve customer service.

* * * *

Based on the amount of auditing that is currently required and on the additional oversight and investigation that is still on-going throughout the City, including the recent agreement with the US Department of Justice, it seems redundant to call for more audits. Today's audit standards require more attention to investigative steps and many of the existing audits are forensic in nature. Staff believes that if additional audits are requested it should be done with specific investigations in mind and assurance they are not part of an existing audit program.

Fiscal Impact:

There is no immediate fiscal impact that accompanies this report. However, a forensic audit could be a matter of a few thousand dollars for limited special procedures or over \$100,000 for a full-scale operations audit of a department.

Coordinated With:

Not Applicable

Attachments: Exhibit "A"—Summary of Audit Activity

Consider a Forensic Audit
May 5, 2015

EXHIBIT "A"

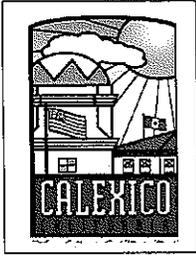
SUMMARY OF AUDIT ACTIVITY

Summary of Fund Audits/Program Reviews/Special Procedures

Fund	Description	Annual Financial Audit	OMB Single Audit	Program Audit	SCO DOF Reports	Special Procedures
111	General Fund	Yes			Yes	
211	Development Impact Fees	Yes				Yes
231	Highway User Tax-(HUTA Gas Tax	Yes		Yes		
233	LTA Measure D	Yes	Yes	Yes		
234	TDA Article 3--Bike/Pedestrian Paths	Yes		Yes		
235	TDA Article 8A Streets & Roads	Yes		Yes		
236	TDA Article 8E (Bus Benches/Shelters)	Yes		Yes		
241	Asset Forfeiture/Equity Sharing	Yes	Yes			
242	Prop 172 Pub Safety Aug	Yes		Yes		
243	AB3229/COPS State Grant Program	Yes		Yes		
261	Bravo-Victoria/Eastside Village Assessmt	Yes				Yes
262	Hearthstone CFD La Jolla Palms	Yes				Yes
263	Towncenter CFD	Yes				Yes
264	Venezia CFD	Yes				Yes
281	Solid Waste Management	Yes				
311	Capital Leases	Yes				
320	Long-Term Loans	Yes				
330	long-Term Debt-Bonds	Yes				
411	Capital Improvement Proj.(CIP)	Yes	Yes			Yes
513	Water Operations	Yes		Yes		
522	Airport Operating	Yes	Yes	Yes		
531	TDA Art 8C/Dar/Dial-A-Ride/Sr. Transit	Yes				
544	Wastewater Operating	Yes		Yes		
712	Business Improvmnt Dist (BID)	Yes				
811	10-Home-6476 - De Anza II Sr. Apts.	Yes		Yes		
812	13-Home-8612 - Villa Primavera Apts.	Yes		Yes		
813	13-Home-9072/Tenant Based Rental Assist	Yes		Yes		
820	10-STBG-6702 - CDBG, Housing Rehab.	Yes		Yes		
830	09-Calhome-6523 - Housing Grants Div.	Yes		Yes		
831	06-Calhome-0206 - Housing Grants Div.	Yes		Yes		
840	CDBG Rev. Loans - Housing Grants Div.	Yes		Yes		
841	Home Rev. Loans - Housing Grants Div.	Yes		Yes		
842	SRRP Rev. Loans - Housing Grants Div.	Yes		Yes		
843	Help Rev. Loans - Housing Grants Div.	Yes		Yes		
844	Calexico Family Apts., II Rev. Loans	Yes		Yes		
845	HPD Villa Del Este LLP,Apts - Rev. Loan	Yes		Yes		
846	Calhome Revolving Loans - Housing Grants	Yes		Yes		
847	Housing Grants Div. - City Of Calexico	Yes		Yes		
848	10-EDEF-7252--Economic Development Gr	Yes	Yes	Yes		
850	Sustainable Community Planning Grant	Yes		Yes		
912	General Fixed Assets	Yes				Yes
921	Low/Mod Housing - SA	Yes			Yes	Yes
931	RDA - SA Private Purpose	Yes			Yes	Yes
951	Support Allocation Fund	Yes				
As of 4/1/2015						

**AGENDA
ITEM**

16



AGENDA STAFF REPORT

DATE: May 5, 2015

TO: Mayor and City Council

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

PREPARED BY: Gabriela T. Garcia, Deputy City Clerk

SUBJECT: Appointment by Council Member Hurtado to the Historical Commission

Recommendation:

Staff recommends Council Member Hurtado make an appointment to the Historical Commission.

Background:

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

Pursuant to section 2.19.010, each councilmember will appoint one member to each board, commission or committee. No ratification/approval by the whole Council is required. All commissions, boards and committees are now composed of only five members. The criteria for an appointee to hold office is listed below:

To be eligible for, and to hold appointment, each appointee shall neither hold public office, or city employment, nor shall s/he be an officer of any local, state or national partisan official group. All members of commissions, boards and committees of the city shall be residents of the city or shall regularly work within the city. (§ 2.19.030.A)

Discussion & Analysis:

The following vacancy came about due to resignation by Council Member Hurtado's appointment to the Historical Commission. The position was advertised on the City website, Camarena Library and City Hall. Staff recommends appointment be made to the Historical Commission. No applications were received for the position.

AGENDA
ITEM

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Fiscal Impact:

None.

Coordinated With:

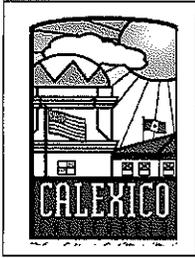
None.

Attachment:

None.

**AGENDA
ITEM**

17



AGENDA STAFF REPORT

DATE: May 5, 2015

TO: Mayor and City Council

APPROVED BY: Richard N. Warne, Interim City Manager 

PREPARED BY: Gabriela T. Garcia, Deputy City Clerk

SUBJECT: Appointments to the Calexico Senior Citizens Commission:
Councilman Castro: (1) Senior Citizens Commissioner
City Council by Majority Vote (2) Senior Citizens Commissioners
(Residents Living in Senior Citizen Complexes in the City)

=====

Recommendation:

Make the following Appointments:
Councilman Castro: (1) Senior Citizens Commissioner

City Council to make two appointments from residents living in senior citizen complexes in the City. These appointments are by a majority vote of the City Council.

Background:

The City Council introduced an ordinance on December 16, 2014 which creates a new Chapter 2.35 "Senior Citizens Commission," Sections 2.35.010 through 2.35.100 to Title 2 "Administration and Personnel" of the City of Calexico Municipal Code. This Ordinance authorizes the City Council to create a Senior Citizens Commission. The Ordinance was adopted at the regular meeting of January 20, 2015 and went into effect thirty (30) days after the adoption of the ordinance. The Senior Citizens Commission will help the City Council to develop, coordinate and integrate the activities and services by public and private agencies and non-profit groups to senior citizens and provide information to help senior citizens access resources available to them within the City, County and State. A Senior Citizens Commission will ensure that senior citizens share in the activities, programs, duties, responsibilities and benefits of the City while facilitating coordination between programs provided by various levels of government and non-profit agencies and groups.

Discussion & Analysis:

This item was carried over from the March 3, 2015 meeting in order to provide Council Members additional time to select their appointments. The Senior Citizens Commission shall consist of seven (7) members. In accordance with Calexico Municipal Code Section 2.19.010, each City Council member will appoint one commissioner. Two commissioners living in any of the senior citizen complexes in the City will be appointed to the Commission by majority vote of the City Council.



Membership eligibility for commissioners is established as follows:

1. Appointee shall be a resident of the City or regularly work in the City.
2. Appointee shall be at least fifty (50) years of age.
3. Appointee shall neither hold public office, or city employment, nor shall he or she be an officer of any local, state or national partisan official group.
4. Appointee shall be subject to the conflict of interest sections of the Political Reform Act of 1974.

The openings for the Senior Citizens Commission were re-advertised per Council request at the April 7, 2015. Notice for the Commission was posted in the City website, City Hall, Camarena Library and at various senior citizen complexes. Staff also reached out the senior citizens by attending the "Comedor", Club de Los Amigos meeting and the Bingo group at the Recreation Offices to provide information on the openings for the commission. The following persons submitted an applications for the Commissioner position:

Mary Helen Zuniga Arellano
Juan Guadalupe
Olivia Valenzuela
Porfirio Huerta
Raul Palomino

Fiscal Impact:

None.

Coordinated With:

City Manager's Office.

Attachment:

Applications from Mary Helen Zuniga Arellano, Juan Guadalupe, Olivia Valenzuela, Porfirio, Huerta and Raul Palomino.



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)

Senior Citizens Commission

PERSONAL INFORMATION:

Name May Helen Zuniga Arleso
 Residence Address 601 Lincoln St. Calexico, Ca.
 Length of time at this Address: 30 yrs. E-mail address: —
 Home Phone No. (760) 357-6294 Cell/Message Phone No. (760) 562-4140
 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: js. College
 Name of Institution where Highest Level of Education was completed: Imperial Valley College
 Location of Institution: Imperial County

EMPLOYMENT INFORMATION / EXPERIENCE:

Name and Address of Employer (s)	Position Title	Dates of Employment
<u>E.O.C. Clamen</u>	<u>Head Start Teacher</u>	<u>1965-1988</u>
<u>C.U.I. Clamen</u>	<u>Head Start Pre-School Supervisor</u>	<u>1989-2009</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

May Helen J. Arleso
 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: 20
 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)

Senior Citizen Commission

PERSONAL INFORMATION:

Name Juan Guadalupe
 Residence Address 605 Lincoln Street
 Length of time at this Address: 35+ years E-mail address: juanguv9223@hotmail.com
 Home Phone No. 760-357-6849 Cell/Message Phone No. _____
 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: no

EDUCATION: Highest level of education completed: 4+ years University
 Name of Institution where Highest Level of Education was completed: UC Bakersfield, Calif.
 Location of Institution: Bakersfield, Calif.

EMPLOYMENT INFORMATION / EXPERIENCE:

Name and Address of Employer (s)	Position Title	Dates of Employment
<u>Retired</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? _____
 If yes, Please list all offenses, date and place of offenses(s), and the sentence/fine received:
no

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

Juan Guadalupe
 Signature and Date 4/9/15

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)

Sr. Citizens Comm.

PERSONAL INFORMATION:

Name Olivia Valenzuela

Residence Address 707 Rockwood Ave, Calexico, 92231

Length of time at this Address: 30 yrs. E-mail address: Olival67@yahoo.com

Home Phone No. --- Cell/Message Phone No. 760-412-7648

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: N/A

EDUCATION: Highest level of education completed: 14th grade

Name of Institution where Highest Level of Education was completed: I.V.C

Location of Institution: Imperial Valley College, Imperial, Ca.

EMPLOYMENT INFORMATION / EXPERIENCE:

Name and Address of Employer (s)	Position Title	Dates of Employment
<u>Calexico Unified Sch/Dist</u>	<u>Acctg. Assist.</u>	<u>1968-Retired-1997</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

Olivia Valenzuela
 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: 4/24/15 [Signature]



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)

Senior Citizens Comm.

PERSONAL INFORMATION:

Name Porfirio G. Huerta

Residence Address 1160 ROSAS UNIT # 185

Length of time at this Address: 7 YEARS E-mail address: _____

Home Phone No. 760.357.3085 Cell/Message Phone No. _____

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: NO

EDUCATION: Highest level of education completed: 14

Name of Institution where Highest Level of Education was completed: I.V.C.

Location of Institution: IMPERIAL VALLEY

EMPLOYMENT INFORMATION / EXPERIENCE:

Name and Address of Employer (s)	Position Title	Dates of Employment
<u>CALEXICO UNIFIED DISTRICT SCHOOL</u>	<u>LOCKSMITH</u>	<u>RETIRED</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? _____
 If yes, Please list all offenses, date and place of offenses(s), and the sentence/fine received:

NO

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

Porfirio G. Huerta
 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: _____



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)

Senior Citizen

PERSONAL INFORMATION:

Name Raul Palomino

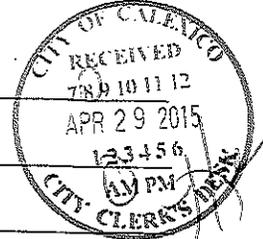
Residence Address 830 E 7th street

Length of time at this Address: 3 years E-mail address: _____

Home Phone No. (760) 357-5249 Cell/Message Phone No. 760-675 8165.

Are you 18 years of age or older? older 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: High School

Name of Institution where Highest Level of Education was completed: ESC Secundaria Cobastes Rincon

Location of Institution: Mexicali, B.C.

EMPLOYMENT INFORMATION / EXPERIENCE:

Name and Address of Employer (s)	Position Title	Dates of Employment

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? _____
 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

Palomino 4-28-2015
 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

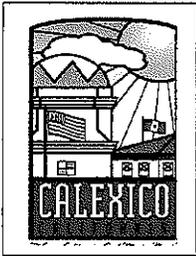
Appointment By: _____

Term Expires: _____

Date & Clerk Verifying: _____

**AGENDA
ITEM**

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AGENDA STAFF REPORT

DATE: May 5, 2015
TO: Mayor and City Council
APPROVED BY: Richard N. Warne, Interim City Manager *RN*
SUBJECT: Amended Long-Range Property Management Plan

=====

Recommendation:

That the City Council, acting as the Successor Agency of the Calexico Community Redevelopment Agency adopt a resolution approving the Amended Long-Range Property Management Plan pursuant to California Health and Safety Code § 34191.5 and approving certain related actions.

Background:

Pursuant to Health and Safety Code (the "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 to the Calexico Community Redevelopment Agency (the "Successor Agency"). 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.

On October 3, 2013, the Successor Agency received its Finding of Completion (the "FOC") from the California Department of Finance (the "DOF") pursuant to HSC § 34179.7. After receiving an FOC, HSC § 34191.5(b) requires the Successor Agency to prepare a Long-Range Property Management Plan ("LRPMP") to address the disposition and use of the real property assets held by the Successor Agency. In accordance with HSC § 34191.5, on June 17, 2014 the Successor Agency approved its LRPMP, which identifies the disposition and uses of Successor Agency properties including, but without limitation, the use of land sale proceeds as more particularly described in HSC § 34191.5(c)2. On August 21, 2014, the Oversight Board also approved the LRPMP, which was thereafter submitted to DOF

AGENDA
ITEM

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for review, which has continued since the date it was submitted.

Discussion & Analysis:

On April 29, 2015, DOF notified the Successor Agency that DOF's approval of the LRPMP would be contingent on the Successor Agency amending its LRPMP to reclassify Site No. 2 (i.e., the "U.S. Land Port of Entry Property") from the "government use" category to the "sell" category. Consistent with DOF's request, the LRPMP has been amended and a copy of the Amended LRPMP is included as Exhibit "A" to the attached Resolution. Reclassifying Site No. 2 (i.e., the "U.S. Land Port of Entry Property") from the "government use" category to the "sell" category is only a ministerial change that does not in any way modify the property's description or disposition outcome; however, it does allow DOF to approve the Amended LRPMP consistent with DOF's internal guidelines for LRPMP approvals. Once the Amended LRPMP is approved by the Oversight Board, it will be submitted to DOF for consideration of final approval. Once the Amended LRPMP has been approved by the DOF, the Successor Agency may act upon its implementation.

Fiscal Impact:

All costs related to the implementation of the LRPMP, shall be reimbursed from the proceeds of the sale of the effected properties in accordance with the LRPMP.

Coordinated With:

Urban Futures, Inc.

Attachments:

1. Resolution and Amended LRPMP (as Exhibit "A" to the Resolution).

RESOLUTION NO. 2015 - _____

RESOLUTION OF THE SUCCESSOR AGENCY OF THE CALEXICO COMMUNITY REDEVELOPMENT AGENCY APPROVING THE AMENDED LONG-RANGE PROPERTY MANAGEMENT PLAN PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34191.5 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, on October 3, 2013, the Successor Agency received its Finding of Completion (the "FOC") from the California Department of Finance (the "DOF") pursuant to HSC § 34179.7; and

WHEREAS, after receiving an FOC, HSC § 34191.5(b) requires the Successor Agency to prepare a Long-Range Property Management Plan ("LRPMP") to address the disposition and use of the real property assets held by the Successor Agency; and

WHEREAS, in accordance with HSC § 34191.5, on June 17, 2014 the Successor Agency approved its LRPMP, which identifies the disposition and uses of Successor Agency properties including, but without limitation, the use of land sale proceeds as more particularly described in HSC § 34191.5(c)2; and

WHEREAS, on August 21, 2014, the Oversight Board also approved the LRPMP, which was thereafter submitted to DOF for review, which has continued since the date it was submitted; and

WHEREAS, on April 29, 2015, DOF notified the Successor Agency that DOF's approval of the LRPMP would be contingent on the Successor Agency amending its LRPMP to reclassify Site No. 2 (i.e., the "U.S. Land Port of Entry Property") from the "government use" category to the "sell" category; and

WHEREAS, consistent with DOF's request, the LRPMP has been amended and a copy of the Amended LRPMP is attached to this Resolution as Exhibit "A"; and

WHEREAS, reclassifying Site No. 2 (i.e., the "U.S. Land Port of Entry Property") from the "government use" category to the "sell" category is only a ministerial change that does not in any way modify the property's description or disposition outcome; however, it does allow DOF to approve the Amended LRPMP consistent with DOF's internal guidelines for LRPMP approvals; and

WHEREAS, once the Amended LRPMP is approved by the Oversight Board, it will be submitted to DOF for consideration of final approval; and

WHEREAS, once the Amended LRPMP has been approved by the DOF, the Successor Agency may act upon its implementation; and

WHEREAS, consistent with the applicable provisions of the HSC, it is recommended that the Successor Agency approve the attached Amended LRPMP; and

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

NOW, THEREFORE, BE IT RESOLVED by the Successor Agency of 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 Amended Long-Range Property Management Plan attached to this Resolution as Exhibit "A" is hereby approved.
- Section 3.** The City Manager, as Executive Director of the Successor Agency, or designee, is hereby authorized to transmit the Amended Long-Range Property Management Plan attached to this Resolution as Exhibit "A" to the Oversight Board for their review and consideration.
- Section 4.** Subsequent to the approval of the Amended Long-Range Property Management Plan by the Oversight Board, the City Manager, as Executive Director of the Successor Agency, or designee, is hereby authorized and directed to transmit the Amended Long-Range Property Management Plan to the California Department of Finance and to take such actions and execute such documents as are necessary to implement the Amended Long-Range Property Management Plan and to effectuate the intent of this Resolution.
- Section 5.** This Resolution shall take effect upon the date of its adoption.

PASSED, APPROVED AND ADOPTED this 5th day of May 2015.

John M. Moreno, Chairman
Calexico Community Redevelopment Agency
Successor Agency

ATTEST:

Gabriela T. Garcia, Secretary

CERTIFICATION:

I, Gabriela T. Garcia, Secretary for the Successor Agency of the Calexico Community Redevelopment Agency, do hereby certify that the foregoing Resolution No. 2015-__ was duly adopted by the Successor Agency of the Calexico Community Redevelopment Agency at a meeting thereof held on the 5th day of May 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Gabriela T. Garcia, Secretary

**SUCCESSOR AGENCY OF THE
CALEXICO COMMUNITY REDEVELOPMENT AGENCY
AMENDED LONG-RANGE PROPERTY MANAGEMENT PLAN
(See Attachment)**



2014 LONG RANGE PROPERTY MANAGEMENT PLAN

Prepared for the:
Successor Agency to the
Community Redevelopment Agency
of the
City of Calexico
608 Heber Avenue
Calexico, CA 92231
www.calexico.ca.gov

June 2014
AMENDED MAY 2015

Prepared by:
Urban Futures, Inc.
3111 North Tustin Street, Suite 230
Orange, CA 92865
(714) 283-9334 • FAX (714) 283-5465



2014 LONG RANGE PROPERTY MANAGEMENT PLAN

CITY COUNCIL/ SUCCESSOR AGENCY BOARD

John M. Moreno, *Mayor*

Joong S. Kim, *Mayor Pro Temp/Vice Chair*

Bill Hodge, *Councilman*

Luis J. Castro, *Councilman*

Maritza Hurtado, *Councilwoman*

CITY STAFF

Richard N. Warne, *Interim City Manager/Executive Director*

John Quinn, *City Treasurer/Finance Director*



2014 LONG RANGE PROPERTY MANAGEMENT PLAN

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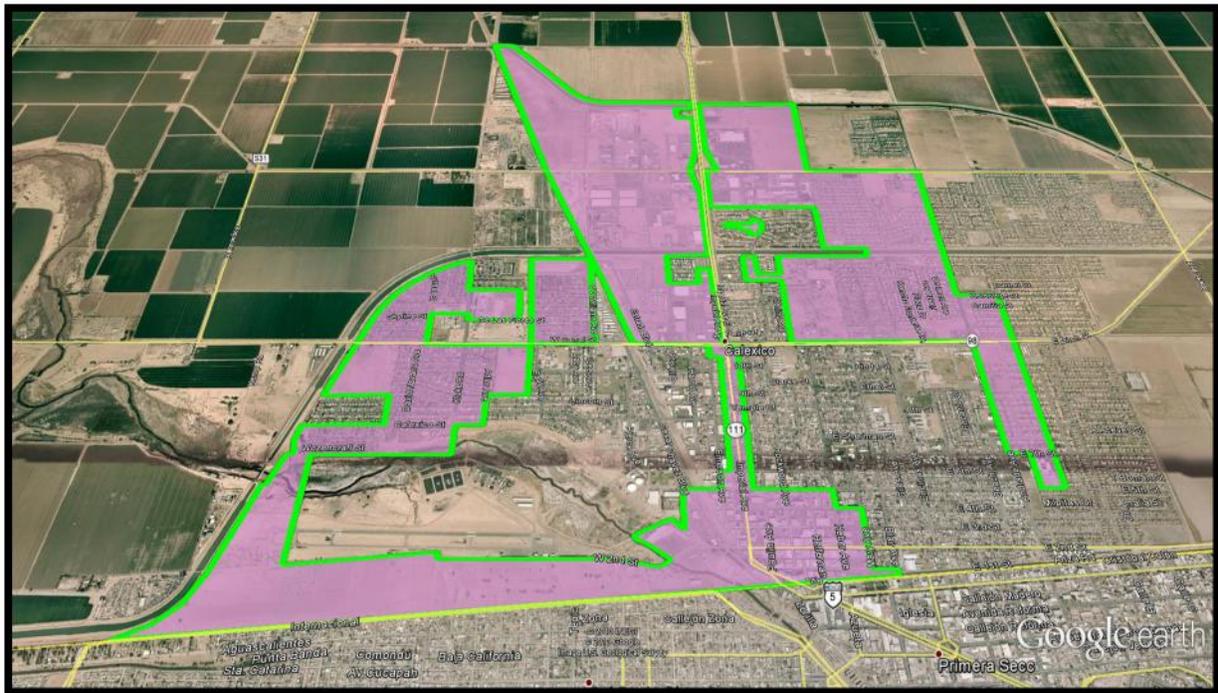
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I. Introduction

The City of Calexico (the “City”) is located in Imperial County, approximately 125 miles east of the City of San Diego, approximately 60 miles west of Yuma, Arizona, and adjacent to Mexicali, the capital of the State of Baja California, Mexico. The City incorporated in April 16, 1908 and encompasses approximately nine square miles. The California Department of Finance (the “DOF”) reports the City’s population to be 40,493 as of January 1, 2013.

Former Redevelopment Agency



The former Community Redevelopment Agency of the City of Calexico (the “Agency”) was organized by Resolution No. 1182 on May 13, 1952, pursuant to § 33000 *et seq.* of the California Health and Safety Code (the “HSC”) and was responsible for the administration of redevelopment activities within the City. On March 20, 1979, the City Council adopted Ordinance No. 759, appointing the five members of the City Council as the governing body of the Agency, to exercise all rights, powers, duties, and privileges of the Agency.

The Redevelopment Plan for the Central Business District Redevelopment Project was approved by Ordinance No. 826 adopted by the City Council on July 20, 1982. The Redevelopment Plan for the Residential Redevelopment Project was adopted on June 5, 1979 by Ordinance No. 760 and was amended on September 6, 1983 with the adoption of Ordinance No. 857. The project areas were merged and re-



designated the Merged Central Business District and Residential Redevelopment Project Area (the “Project Area”) by the adoption of Ordinance No. 864 on November 20, 1984. The Redevelopment Plan for the Project Area was subsequently amended by Amendment No. 1 approved and adopted by Ordinance No. 905 on July 18, 1989, by Amendment No. 2 approved and adopted by Ordinance No. 920 on June 30, 1992, and by Amendment No. 3 approved and adopted by Ordinance No. 930 on December 28, 1993. The Project Area consists of approximately 2,298 acres in twenty-four non-contiguous areas.

The Redevelopment Plans are summarized as follows:

Redevelopment Plan Chronology						
	Residential Redevelopment Project Area	Central Business Redevelopment Project Area	Merged Redevelopment Project Area	Amendment No. 1	Amendment No. 2	Amendment No. 3
Plan Adoption						
Date of Adoption	June 5, 1979	July 20, 1982	November 20, 1984	July 18, 1989	June 30, 1992	December 29, 1993
Ordinance Number	760	826	864	905	920	930
Number of Years Plan is Effective	41	41	44	41	41	41
Project Area Size	328	183	N/A	342	991	454
Time Limits						
Commencement of Eminent Domain	Expired	Expired	Expired	Expired	Expired	Expired
Establishment of Indebtedness	Eliminated	Eliminated	Eliminated	Eliminated	Eliminated	Eliminated
Effectiveness of Plan	June 5, 2020	July 20, 2023	November 9, 2029	July 18, 2030	July 7, 2033	November 9, 2034
Repayment of Indebtedness	June 5, 2030	July 20, 2033	November 9, 2039	July 18, 2040	July 7, 2043	November 9, 2044
Financial Limits						
Maximum Lifetime Tax Increment	Combined for all areas		\$300,000,000	Combined for all areas		
Maximum Bonded Debt Outstanding	Combined for all areas		\$150,000,000	Combined for all areas		
Amendments/Legislative Compliance/Mandatory Regulations						
SB 53 Compliance (Yes/No):	Yes	Yes	Yes	Yes	Yes	Yes
Date of Adoption	June 19, 2007	June 19, 2007	June 19, 2007	June 19, 2007	June 19, 2007	June 19, 2007
Ordinance Number	1051	1051	1051	1051	1051	1051
SB 1809 (Yes/No):	N/A	N/A	N/A	N/A	N/A	N/A
AB 987 Compliance (Yes/No):	Yes	Yes	Yes	Yes	Yes	Yes
AB 1389 Compliance (Yes/No):	Yes	Yes	Yes	Yes	Yes	Yes
Discretionary Regulations						
SB 211 (Yes/No)	Yes	Yes	Yes	Yes	Yes	Yes
Date of Adoption	June 8, 2005	June 8, 2005	June 8, 2005	June 8, 2005	June 8, 2005	June 8, 2005
Ordinance No.	1022	1022	1022	1022	1022	1022
SB 1045 (Yes/No)	Yes	Yes	Yes	Yes	Yes	Yes
Date of Adoption	June 8, 2005	June 8, 2005	June 8, 2005	June 8, 2005	June 8, 2005	June 8, 2005
Ordinance No.	1022	1022	1022	1022	1022	1022
SB 1096 (Yes/No)	No	No	No	No	No	No

Existing land uses in the Project Area are residential, commercial, industrial, governmental, and institutional.

Dissolution of Redevelopment Agencies

Trailer bills ABx1 26 and ABx1 27 were signed by the Governor of California on June 28, 2011, making certain changes to the HSC, including adding Part 1.8 (commencing with §34161) (“Part 1.8”) and Part 1.85 (commencing with §34170) (“Part 1.85”) to Division 24 of the HSC. The California Redevelopment



Association and League of California Cities filed a lawsuit in the Supreme Court of California (*California Redevelopment Association, et al. v. Matosantos, et al.* (Case No. S194861)) alleging that ABx1 26 and ABx1 27 were unconstitutional. On December 29, 2011, the Supreme Court issued its opinion in the *Matosantos* case largely upholding ABx1 26, invalidating ABx1 27, and holding that ABx1 26 may be severed from ABx1 27 and enforced independently. The Supreme Court generally revised the effective dates and deadlines for performance of obligations under HSC Part 1.85 arising before May 1, 2012 to take effect four months later while leaving the effective dates or deadline for performance of obligations under HSC Part 1.8 unchanged. Consistent with the applicable provisions of the HSC, the City Council elected to serve in the capacity of the Successor Agency to the Community Redevelopment Agency of the City of Calexico (the “Successor Agency”).

Further, on June 27, 2012, the Governor signed budget trailer bill AB 1484 into law, resulting in further procedural and substantive changes to the duties of and procedures to be followed by successor agencies, oversight boards, county auditor-controllers and the California Department of Finance (the “DOF”). This includes, but is not limited to, the manner in which the Successor Agency disposes of real property assets. Specifically, AB 1484 added HSC §34191.5 that requires the Successor Agency to prepare a Long Range Property Management Plan (the “LRPMP”) as a prerequisite to the disposition of real property assets.

Long Range Property Management Plan

Per the applicable provisions of the HSC, no later than six (6) months after a successor agency receives its Finding of Completion from the DOF (per HSC §34179.7), the Successor Agency must submit its LRPMP to the Oversight Board and the DOF for approval. The LRPMP must include an inventory (with specified information) about each property, and address the use or disposition of each property. Permitted uses for the property pursuant to AB 1484 include:

1. Retention of the property for governmental use;
2. Retention of the property for future development;
3. Sale of the property; and
4. Use of the property to fulfill an enforceable obligation.

Upon DOF’s approval of the LRPMP, the properties are to be placed in a Community Redevelopment Property Trust Fund administered by the Successor Agency in accordance with the approved LRPMP. If the LRPMP plan calls for use or liquidation (sale to obtain revenues) of a property for a project identified in an approved redevelopment plan, that property is to be transferred to the sponsoring community for that purpose. If the LRPMP calls for the liquidation of the property or use of revenues from the property for purposes other than a project identified in a redevelopment plan or other than to fulfill an enforceable obligation, the proceeds from the sale are to be distributed as property taxes to the taxing entities. A general outline of real property disposition procedure is included as Exhibit “A.”

This LRPMP was prepared in compliance with those pertinent sections of the HSC that govern the LRPMP’s prerequisites, content, and approval process. For ease of review, the pertinent sections of the HSC are included in Exhibit “B.”



*Successor Agency to the Redevelopment
Agency of the City of Calexico
Long-Range Property Management Plan
June 2014
AMENDED May 2015*

The Successor Agency received its Finding of Completion from the DOF on October 3, 2013 (Exhibit “C”). The LRPMP was approved by Resolution of the Successor Agency Board on June 17, 2014 (Exhibit “D”) and approved by Resolution of the Oversight Board on August 21, 2014 (Exhibit “E”).

The Successor Agency and the Oversight Board originally approved the LRPMP on June 17, 2014 and August 21, 2014, respectively.

Amendments to the LRPMP are for the purpose of responding to DOF’s comments received from DOF staff dated April 29, 2015 (Exhibit “H”).

The Amended LRPMP was approved by Resolution of the Successor Agency on _____, 2015 (Exhibit “D”) and by Resolution of the Oversight Board on _____, 2015 (Exhibit “E”).



II. Summary of Successor Agency Properties

The Successor Agency has control of nine (9) parcels grouped into six (6) sites (the “Properties”), all of which are located within the boundaries of the City and are subject to the provision of the Agency’s Project Area Redevelopment Plans and subsequent mergers and amendment, the Agency’s Five-Year Implementation Plan 2009/2010 through 2013/2014, and the City’s 2008 General Plan, Title 17 Zoning Ordinance and land use regulations, and the County’s Airport Land Use Compatibility Plan..

The Properties are summarized below:

<i>Summary of Successor Agency Properties</i>						
Site No.	Site Reference (x) ¹	Address	Assessor Parcel No. ²	Zone/Land Use ³	Lot Size (acres)	Permissible Use
1	Heber Park Expansion Property	210 Sheridan	058-295-001	OS/PF	2.07	Government Use
2	U.S. Land Port of Entry Property (2)	Cesar Chavez Boulevard & West 2 nd Street	058-400-042 058-400-043	CH/I	6.58	Sell
3	Avenida Campillo Vacant Industrial Property	220 Avenida Campillo	058-061-009	I	1.00	Sell
4	Future Outlet Mall Property (1)	270 West 2 nd Street	058-400-039	CH	3.61	Sell
5	Strip Mall Property	307-333 Cesar Chavez Boulevard	058-400-061	IR	0.61	Sell
6	Metropolitan Theater Property	2441 Scaroni Road	059-010-067 059-010-068 059-010-069	CH	4.86	Sell

¹ (x) The number in parenthesis reflects the number of parcels that constitute the site.

² See Exhibit “F” for Assessor Parcel Maps

³ See Exhibit “G” for zoning and land use maps

CH – Commercial Highway

I – General Industrial

IR – Industrial Rail Served

OS – Open Space

PF – Public Facilities



III. Property to be Retained for Government Use





Successor Agency to the Redevelopment
Agency of the City of Calexico
Long-Range Property Management Plan
June 2014
AMENDED May 2015

Site No. 1
Heber Park Expansion Property
218 Sheridan Street
APN: 058-295-001-000





A. Permissible Use (HSC 34191.5(c)(2)):

Site No. 1 is the Heber Park Expansion Property (the “Park Property”) and is proposed to be transferred to the City of Calexico for government use pursuant to HSC 34181(a) at no cost to the City. On May 4, 2015, the City Council reaffirmed their commitment to expand the Park Property.

B. Acquisition of Property (HSC 34191.5(c)(1)(A) and 34191.5(c)(1)(B)):

The Park Property was acquired by the Agency for \$180,000, on December 13, 2004, for the purpose of alleviating physical blight through the expansion/development of Heber Park that included a community/sport center.

The estimated current value (“ECV”) for the Park Property is \$56,575.

C. Site Information (HSC 34191.5(c)(1)(C)):

The Park Property consists of one (1) 2.07-acre parcel (APN: 058-295-001-000) located at 210 Sheridan Street. A vacant building of approximately 7,500 sf, with steel trusses, metal frame windows, and concrete and vinyl flooring is located on the Property.

The Park Property is zoned Open Space (OS). The OS zone is intended to: (i) provide protection in areas of fire, geologic, seismic or flood hazards through restriction of intensive uses; (ii) promote the retention of open space for recreational use and for the protection of natural resources; and (iii) promote the preservation of open spaces, protect natural features, offer views to residents, and maintain open areas where flood, fire, geologic and seismic conditions may endanger public health and safety.

The Park Property’s land use designation is Public Facilities (PF) which allows for preserving existing public facilities and the development of new public facilities. The PF designation is used to recognize uses such as public and private recreational facilities, preservation and use of historic landmarks, museums, art galleries, Civic Center and governmental offices, library, schools, hospitals, police and fire station, and other publicly-owned facilities. Such uses are provided at levels adequate to serve the community.

In addition to the City’s General Plan and land use designation of OS/PF, the County’s Airport Land Use Compatibility Plan zones the Park Property “Common Traffic Pattern (C).” The C zone designation restricts allowed uses to pastures, field crops, automobile parking, agricultural uses that do not attract bird flocks, warehousing, truck terminals, parks, playgrounds, low-intensity retail/manufacturing, offices, and motels. Prohibited uses in the C zone include schools, hospitals, nursing homes, and hazards to flight.



D. Estimated Current Value (HSC 34191.5(c)(1)(D)):

To determine an ECV for the Park Property, in February 2014 a sales comparable analysis was conducted through the National Data Collective.¹ The ECV was initially determined to be \$306,575. However, the sales comparable analysis does not take into consideration the investigation and/or remediation of the Park Property's environmental contamination issues (refer to Section F. *History of Environmental Contamination ((HSC 34191.5(c)(1)(F))* of this LRPMP) due to the many cost variables related to this type of property damage. Through the State Water Quality Control Board's web site "Geotracker," an average cost to further investigate the Property's contamination issues was approximated to be \$250,000 based on costs occurred to date for hydrocarbon contamination at two (2) other sites located within the City of Calexico.^{2,3} The \$250,000 cost does not include the cost variables for the investigation and remediation of PCBs or the demolition and transportation of the hazardous Asbestos Construction Material of the on-site building. Due to the cost of further environmental investigation and remediation, the ECV is determined to be \$56,575.

E. Site Revenues (HSC 34191.5(c)(1)(E)):

There is no revenue generated from the Park Property.

F. History of Environmental Contamination ((HSC 34191.5(c)(1)(F)):

1. Phase-I Environmental Assessment

On December 7, 2004, a Phase-I Environmental Assessment Report was submitted to the Agency by GS Lyon Consultants, Inc., for the Park Property.

The Park Property was used as the Calexico National Guard Armory since the 1950's, closing in 2004. The ESA states that there may have been onsite storage of fuel as a result of military usage, however, there was no indication of an underground fuel tank. Research into government records indicates that the site had approximately 0.22 tons of Polychlorinated Biphenyl ("PCBs") removed from the site by recyclers.

The GSL identified several Recognized Environmental Concerns in connection with the Property.

Conclusions and Recommendations:⁴

- "Due to the age of the existing building, asbestos containing materials and lead-based paints (LBP) may exist within the building and in near surface soil adjacent to the building. ***Samples of suspected asbestos containing material (ACM) and lead-based paint should be analyzed prior to demolition or remodel of site structures.***

¹ www.Ndcdata.com

² http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0602558699

³ http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0602585867

⁴ GSL December 7, 2004 – *Phase-I Environmental Assessment Report – Calexico National Guard Armory – GSL Report No. GS0496*



- Pole-mounted sealed electrical transformers owned and maintained by the Imperial Irrigation District exist on this site. Minor evidence of leakage from one of the transformers was noted. ***The transformer electrolyte oils may contain PCBs; therefore, the Imperial Irrigation District should be notified and the transformer replaced.***
- Several hydrocarbon stains were noted on the soil surfaces throughout the site. The stains are not expected to affect more than the upper 12 inches of near surface soil. ***The stains should be cleaned up and the affected soil properly disposed.***

2. Limited Asbestos and Lead-Based Paint Survey⁵

On July 23, 2006, a Limited Asbestos and Lead-Based Paint Survey Report was submitted to the Agency by MTGL, Inc. (“MTGL”), for the building located on the Park Property.

Asbestos Conclusions and Recommendations:

Laboratory analysis indicated that there are ACMs present in the building located on the Property. Materials that were found to contain asbestos:

- Rolled roofing
- Roof penetration with silver paint
- 9x9 brown multi-colored floor tile (Classroom 1)
- Black cove baseboard mastic
- 12x12 tan and red floor tile and mastic (Office)
- 9x9 green floor tile and mastic (Kitchen)

MTGL recommended that all asbestos containing materials be removed prior to any renovation and/or demolition activities, which may impact the materials.

Lead-Based Paint Conclusions and Recommendations:

Laboratory analysis indicated that there are lead-based paint/coatings components present in the building located on the Property. Components that were found to contain lead-based paint/coatings:

- Ceramic slop sink (Men’s bathroom)
- Kitchen door
- Entrance foyer door
- Entrance foyer door frame
- Main room white board

⁵ MTGL July 23, 2006 – *Limited Asbestos and Lead-Based Paint Survey Report – Armory Building*



- South exterior roll up door
- South exterior roll up door frame
- South exterior door
- South exterior door frame
- South exterior concrete wall
- South exterior wood overhang
- East exterior wood overhang
- East exterior wood slats, overhang
- North exterior door
- North exterior door frame
- North exterior wood slats, ceiling
- North exterior wood overhang

MTGL recommended that the components containing lead-based paint/coatings be removed prior to any demolition activities.

G. Potential for Transit Oriented Development (TOD) and the Advancement of Planning Objectives of the Successor Agency (HSC 34191.5(c)(1)(G)):

There is no potential for a TOD development in conjunction with the Park Property.

The use of the Park Property as a part of Heber Park advances the Successor Agency's and the City's planning objectives to provide the citizens of the City with a place to conduct recreational activities and maintain compatible land uses in conjunction with the County's Airport Land Use Compatibility Plan. On May 4, 2015, the City Council reaffirmed their commitment to expand the Park Property.

H. History of Previous Development Proposals and Activity (HSC 34191.5(c)(1)(H)):

The Calexico National Guard Armory (the "Armory site") had been operating in the City since the 1950's and had been used for more than just a sense of security for the community. The use of the Armory building had brought the community together through such uses as an emergency shelter for the homeless, weddings, quinceañeras, and reunions. Once the Armory building was condemned by the State in October 2002, the Armory site was closed.

As a result, on September 1, 2003, Governor Gray Davis signed SB 856, placing the Calexico National Guard Armory (the "Armory site") on the State's surplus land list, giving the City the opportunity to purchase the Armory site for future recreational development of Heber Park. In September 2003, when City Council members learned of the bill's passage, they were quick to state that they wanted to turn the abandoned Armory site into a community center that might feature a pool, handball courts, and an office for the Calexico Police Athletic League.

On October 19, 2004, the City Council adopted Resolution No. 04-73 directing the City Manager to negotiate a purchase and sale agreement (the "Agreement") with the State Department of General Services to purchase the 5-acre Armory site. On December 14, 2004, the City Council ratified the Agreement between the State and the City's Redevelopment Agency purchasing the Armory site



for \$180,000 to be used for additional community recreational purposes. Since then, the Park Property has been proposed to become an expansion of Heber Park.

In May 2008, the City Council appointed a subcommittee to determine how to fund a recreation facility on the Park Property. The committee was tasked with weighing several options including putting a tax initiative on the November 2008, ballot for a quarter-cent sales tax to fund the project. If the voter initiative had been approved, the revenue from the sales tax would have been used exclusively to fund a recreation project on the Park Property.

I. Sale of Property:

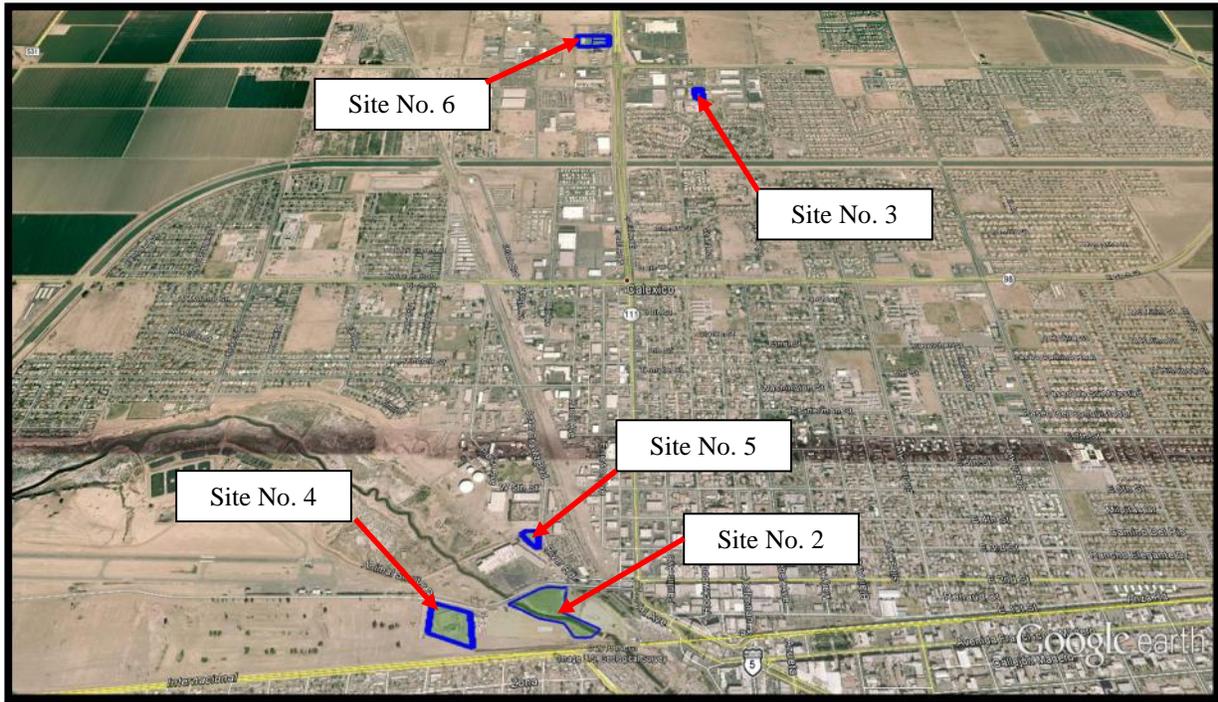
Park Property is proposed to be transferred to the City of Calexico for governmental use pursuant to HSC 34181(a), at no cost to the City for the reasons stated above.

J. Implementation of the Long-Range Property Management Plan:

Following the approval of the LRPMP by the DOF, the Successor Agency will implement the LRPMP. The transfer of the Park Property to the City of Calexico will occur only after the LRPMP is approved by the DOF and at no cost to the City.



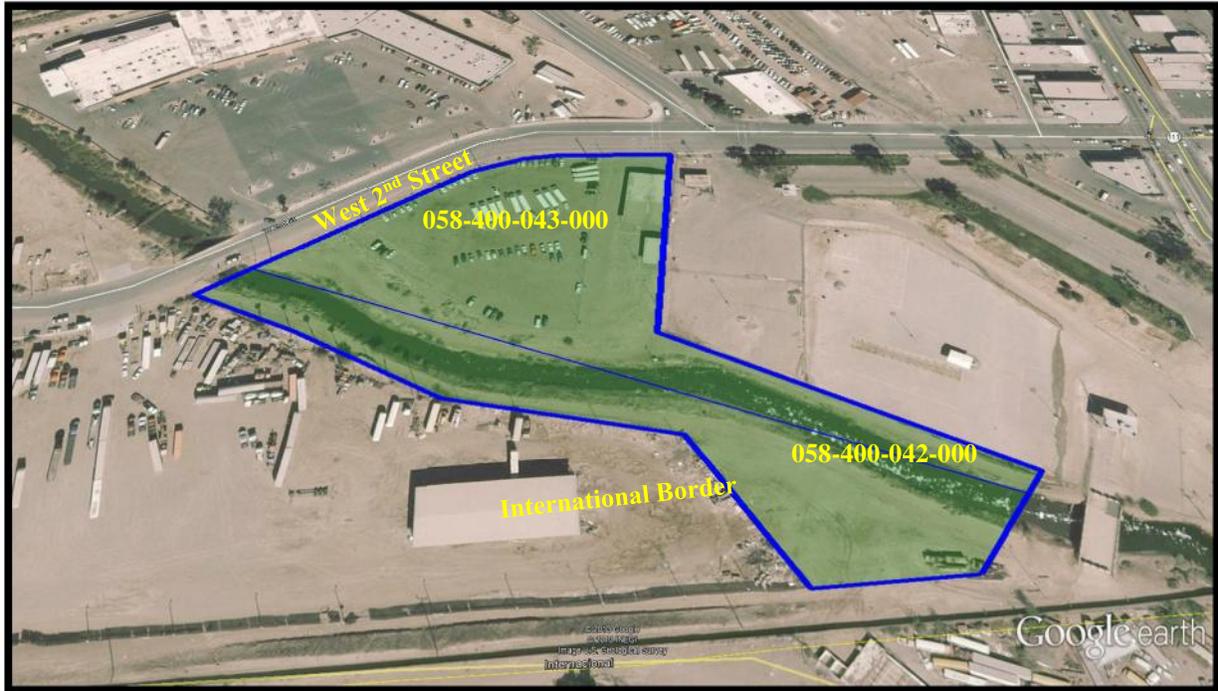
IV. Property to be Sold





Successor Agency to the Redevelopment
Agency of the City of Calexico
Long-Range Property Management Plan
June 2014
AMENDED May 2015

Site No. 2
U.S. Land Port of Entry Property
Cesar Chavez Boulevard and West 2nd Street
APNs: 058-400-042-000
058-400-043-000





A. Permissible Use (HSC §34191.5(c)(2)):

Site No. 2 is the future U.S. Land Port of Entry Property (the “LPOE Property”) and is to be sold by the Successor Agency to the U.S. General Services Administration (the “GSA”) to be used for federal government purposes for the new Calexico U.S. Land Port of Entry.

B. Acquisition of Property (HSC §34191.5(c)(1)(A) & §34191.5(c)(1)(B)):

The LPOE Property was acquired by the Agency for \$378,865, on April 8, 1996 for the purpose of alleviating physical and economic blight.

The appraised value, to be used for the estimated current value (“ECV”), is \$790,983. The appraised value was prepared for the GSA, consistent with federal uniform standards and procedures.

C. Site Information (HSC §34191.5(c)(1)(C)):

The LPOE Property consists of two (2) parcels (APNs 058-400-042 and -043) that total 6.58 acres. The Property is located at the southerly terminus of Cesar Chavez Boulevard where it intersects with West 2nd Street. Currently both parcels are used by the Customs and Border Protection Patrol for roadway access to the International Border between the U.S. and Mexico.

In the City’s General Plan and Zoning Ordinance, the LPOE Property is zoned Commercial Highway (CH) with a land use designation of industrial. The industrial use designation includes fabrication, assembly, packaging, processing, and storage in conjunction with limited retail.

However, the LPOE Property is also located within the County’s Airport Land Use Compatibility Plan (the “ALUCP”). The ALUCP zoning for the LPOE Property is Approach/Departure Zone (B-1) which prohibits certain uses. Prohibited industrial uses in the B-1 zone include highly noise-sensitive uses, above ground storage, storage of highly flammable materials, and hazards to flight. Uses not normally acceptable within the B-1 designation include intensive retail, intensive manufacturing or food processing, and multiple story offices.

D. Estimated Current Value (HSC §34191.5(c)(1)(D)):

On December 8, 2014, the GSA issued a letter to the City of Calexico containing an offer to purchase the LPOE Property for \$790,983. The offer to purchase price was based on an August 2014, independent appraisal of the fair market value of the property and was appraised under federal acquisition and appraisal guidelines.



E. Site Revenues (HSC §34191.5(c)(1)(E)):

There are no site revenues generated from the LPOE Property.

F. History of Environmental Contamination (HSC §34191.5(c)(1)(F)):

There is no known history of environmental reports for the LPOE Property.

G. Potential for Transit Oriented Development (TOD) and the Advancement of Planning Objectives of the Successor Agency (HSC §34191.5(c)(1)(G)):

There is no potential for a TOD in conjunction with the LPOE Property.

The GSA has offered to purchase the LPOE Property in fee along with certain related easements at a price equal to its just compensation-appraised value of Seven-Hundred Ninety Thousand Eight-Hundred Ninety-Three Dollars (\$790,893).

The sale of this Property to the GSA for government use as a future U.S. LPOE advances the Congressional mandates of Congress, in conjunction with the planning objectives of the Department of Homeland Security (the “DHS”), the Customs and Border Protection (the “CBP”) Patrol, the Successor Agency, and the City to meet Congressional mandates regarding tracking the entry and exit of vehicles and travelers of the U.S. at all LPOEs. In meeting these Congressional mandates, the GSA and CBP have identified the following basic deficiencies at the downtown Calexico LPOE border crossing:

- The existing facilities will not accommodate the installation of technologically advanced inspection devices such as license plate readers, radiation detectors, and x-ray equipment;
- The existing facilities are inadequate for maintaining employee and public safety security;
- The existing facilities are inadequate for the proper conduct of inspection and other services;
- The existing facilities do not comply with modern seismic design requirements, posing a threat to the life and safety of employees and the public in the event of an earthquake;
- Bottlenecks at the existing facilities cause heavy vehicular congestion on the city streets of Calexico, California, and Mexicali, Baja California; and
- The existing facilities exacerbate the delay experienced by the public crossing the International Border.⁶

In a December 12, 2012, update to the Board of Supervisors, County Executive Officer, Ralph Cordova, Jr., submitted the following:

“The County has been working with the GSA for the past 7 or 8 years in the planning for all aspects of a proposed reconstruction of the outmoded Port of Entry (the “POE”) at Calexico Downtown. With a tremendous amount of community input, the GSA finally came out with their final

⁶GSA Region 09 – July 21, 2011 – *Record of Decision – Expansion and Reconfiguration of the Land Port of Entry in Downtown Calexico*



plans for this major reconstruction that would almost double the present capacity to process both northbound and southbound traffic through the POE. GSA has spent almost \$25 million in the design, environmental clearance and right of way acquisition, and they planned to commence construction during the fiscal year 2011. Unfortunately, due to concerns in Congress over the size of the national debt, the proposed appropriation to commence construction of phase one in the amount of \$87 million was not included in the final budget that the Congress enacted and sent to the President.”

Mr. Cordova’s letter continues to state that the County and the City are pursuing every possible solution to deliver this project that is essential to the DHS and the CBP, as well as to maintaining any semblance of long-term economic prosperity in Calexico and the County.

The retention of the LPOE Property by the City for future use as the LPOE is of the utmost importance to Congress, the DHS, and the CBP, in order to be ready when either private funding, federal funding, or a combination of both through a Public-Private Partnership is secured.

***H. History of Previous Development Proposals and Activity (HSC §34191.5(c)(1)(H)):*⁷**

Currently both parcels of the LPOE Property are used by the CBP for roadway access to the International Border between the U.S. and Mexico.

The GSA proposes reconfiguration and expansion of the existing LPOE in downtown Calexico. The project includes new pedestrian processing and privately-owned vehicle (POV) inspection facilities, a new head-house, and new administration offices. The expanded facilities will occupy both the existing inspection compound and the site of the old commercial inspection facility.

The existing facilities are undersized relative to existing traffic loads and obsolete in terms of inspection officer safety and border security. The space required for modern inspection technologies is not available at the existing facility. Workspace is too small to accommodate additional staff, systems, and equipment required at the facility. The ability of the DHS to accomplish its rapidly changing mission is seriously compromised by the inadequacy of the existing facilities. When completed, the project will provide the port operation with adequate operational space, reduced traffic congestion, and a safe environment for port employees and visitors.

The project involves creation of new pedestrian and POV inspection facilities that will include 16 northbound lanes and five southbound lanes. There will be new administration space, a new head-house, and 32 secondary inspection stations serving northbound and southbound traffic. A total of 340 parking spaces will be provided.

⁷ <http://www.gsa.gov/portal/content/103395>



I. Sale of Property:

The LPOE Property will be sold to the GSA by the Successor Agency to be used for federal government purposes for the new Calexico U.S. Land Port of Entry.

The appraised value, or ECV, is \$790,983.

Date of estimated current value – August 2014

Value Basis – The ECV was determined by an appraisal consistent with federal uniform standards and procedures.

Proposed sale date – TBD

Proposed sale value – \$790,983

J. Implementation of the Long-Range Property Management Plan:

Following the approval of the LRPMP by the DOF, the Successor Agency will implement the LRPMP. Implementation will include distribution of any net land sales proceeds as property tax to the taxing entities.



Successor Agency to the Redevelopment
Agency of the City of Calexico
Long-Range Property Management Plan
June 2014
AMENDED May 2015

Site No. 3
Avenida Campillo Vacant Industrial Property
220 Avenida Campillo
APN: 058-061-009-000





A. Permissible Use (HSC §34191.5(c)(2)):

Site No. 3 is the Avenida Campillo Vacant Industrial Property (the “Vacant Industrial Property”) and is proposed to be sold by the Successor Agency.

B. Acquisition of Property (HSC §34191.5 (c)(1)(A) and §34191.5(c)(1)(B)):

The Vacant Industrial Property was acquired by the Agency for \$175,000, on February 26, 2004, as part of a land exchange with Calexico Community Action Council (the “CCAC”) in order for the CCAC to expand the Alejandro Rivera Senior Citizens Apartments from forty (40) to fifty (50) units.

The estimated current value (the “ECV”) for Vacant Industrial Property is \$230,868.

C. Site Information (HSC §34191.5(c)(1)(C)):

The Vacant Industrial Property consists of one (1) 1.0-acre parcel (APN 058-061-009-000) located at 220 Avenida Campillo. The Property is zone General Industrial (I) within the City’s General Plan and Zoning Ordinance. Zone I provides for an area for modern industrial, research, and administrative facilities that can meet high performance and development standards. Retail commercial uses in conjunction with a permitted or conditional use are permitted to occupy up to twenty-five percent of the gross floor area. Designated land uses for the I zone include, but are not limited to, manufacturing, storage and wholesale trades, services (e.g., eating establishments, snack bars, automotive, retail commercial), public and semi-public, agricultural, and temporary.

D. Estimated Current Value (HSC §34191.5 (c)(1)(D)):

To determine an ECV for the Vacant Industrial Property, in February 2014, a sales comparable analysis was conducted through the National Data Collective. The ECV was determined to be \$230,868. However, the sales comparable analysis does not take into consideration the investigation and/or remediation of the Vacant Industrial Property’s environmental contamination issues (refer to Section F. *History of Environmental Contamination ((HSC 34191.5(c)(1)(F))* of this LRPMP) due to the many cost variables related to this type of property damage. Therefore, since an estimated cost to investigate the Vacant Industrial Property’s environmental issues could not be determined, the ECV was not adjusted to reflect the cost of any environmental investigation and/or remediation that may be necessary.



E. Site Revenues (HSC §34191.5(c)(1)(E)):

There are no site revenues generated from the Vacant Industrial Property.

F. History of Environmental Contamination (HSC §34191.5 (c)(1)(F)):⁸

On January 4, 2004, a Phase-I Environmental Assessment Report was submitted to the Agency by GS Lyon Consultants, Inc. (“GSL”), for the Vacant Industrial Property.

GSL concluded that the Vacant Industrial Property has been in agricultural use and/or vacant since 1940’s. The near-surface soils most likely contain trace residue of pesticides used on the fields from roughly 60 years of agricultural use. The presence and concentration of near near-surface pesticides can be accurately characterized only by sampling and testing. This should be accomplished prior to any construction on the Property.

Minor hydrocarbon stains were observed on soil surfaces along the north side of the Property. The stains are most likely derived from dumping waste oil on the Property. Further investigation of these stains is warranted, but it is not expected that more than 6 to 12 inches of the surface soils are impacted at the stain locations.

G. Potential for Transit Oriented Development (TOD) and the Advancement of Planning Objectives of the Successor Agency (HSC §34191.5 (c)(1)(G)):

There is no potential for a TOD in conjunction with Vacant Industrial Property.

Selling the Vacant Industrial Property advances the Successor Agency’s and City’s planning objectives for the Project Area by developing and revitalizing this area of the community through job creation, development of underutilized property, a perceivable reduction in blight through new construction and infrastructure, and an increase in the City’s industrial/manufacturing base.

H. History of Previous Development Proposals and Activity (HSC §34191.5 (c)(1)(H)):

The Vacant Industrial Property has been vacant and used for agriculture since the 1940’s. There are no previous or current development proposals or activity.

⁸ GSL January 4, 2004 – Phase-I Environmental Assessment Report – Vacant Parcel – GSL Report No. GS0376



I. Sale of Property:

The City proposes to sell the Vacant Industrial Property in accordance with the Successor Agency's policies and procedures for property disposition as shown in Exhibit "A" Section I. Purchase and Sale Procedures.

The estimated current value of the Vacant Industrial Property is \$230,868.

Date of estimated current value – February 2014

Value Basis – The ECV was determined by a sales comparable analysis using the National Data Collective subscription service. The ECV is \$230,868.

Environmental and local factors that may affect land value were not taken into consideration. Therefore, the actual value of the property may vary greatly from the ECV. The ECV is only a planning number and may not be relied upon as a basis for actual value.

Proposed sale date – TBD and subject to the Successor Agency's implementation of its policies and procedures for property disposition as shown in Exhibit "A."

Proposed sale value – TDB and subject to a fair market appraisal conducted by a licensed appraiser.

J. Implementation of the Long-Range Property Management Plan:

Following the approval of the LRPMP by the DOF, the Successor Agency will implement the LRPMP. Implementation will include distribution of any net land sales proceeds as property tax to the taxing entities.



Successor Agency to the Redevelopment
Agency of the City of Calexico
Long-Range Property Management Plan
June 2014
AMENDED May 2015

Site No. 4
Future Outlet Mall Property
270 West 2nd Street
APN: 058-400-039-000





A. Permissible Use (HSC §34191.5(c)(2)):

Site No. 4 is the Future Outlet Mall Property (the “Future Mall Property”) and is proposed to be sold by the Successor Agency to Corsair, LLC (the “Developer”) who is developing a phased outlet and power center, of which the first phase has been completed.

B. Acquisition of Property (HSC §34191.5 (c)(1)(A) and §34191.5(c)(1)(B)):

The Future Mall Property was acquired by the Agency for \$1,193,000, on May 15, 2009, to alleviate physical and economic blight. The Property was a former small arms shooting range.

The estimated current value (the “ECV”) for the Future Mall Property is \$474,000.

C. Site Information (HSC §34191.5(c)(1)(C)):

The Future Mall Property consists of one (1) 3.61-acre parcel (APN 058-400-039) located at 270 West 2nd Street. It is surrounded on three sides by property owned by the Developer and on the fourth side by West 2nd Street. It is currently paved and used as a parking for the developer’s first phase of the Gran Plaza Outlet Shopping Center development.

In 2012, two actions were taken by the City Council: The approval of amended and restate General Plan Amendment Resolution 2011-25, changing the land use designation from Industrial to Commercial Highway (CH) for approximately 62 acres, 3.61 acres of which is the Future Mall Property, and the adoption of amended and restated Ordinance 2011-1137, approving a zone change for the same 62 acres, from Industrial to Commercial Highway (CH). These actions paved the way for the Gran Plaza Outlet Shopping Center development, the Phase-II portion of which includes the Future Mall Property, which is proposed to be used for parking.

The CH land use designation provides for the attraction of highway oriented retail service and wholesale commercial activities such as auto dealers, restaurants, hotels, motels, and major retail users. This land use category will not only provide needed retail sales tax revenue to the City, but will focus retail activities into shopping centers.

The Future Mall Property is also located within the County’s Airport Land Use Compatibility Plan (the “ALUCP”). The ALUCP zoning for the Future Mall Property is Approach/Departure Zone (B-1) which prohibits certain uses. Prohibited uses in the B-1 zone include highly noise-sensitive uses, above ground storage, storage of highly flammable materials, and hazards to flight. Uses not normally acceptable within the B-1 designation include intensive retail, manufacturing or food processing, and multiple story offices.

The EIR identified potentially significant impacts to the Airport Compatibility Zone in that the shopping center would be constructed in zones B-1 (the Future Mall Property location) and D, which could potentially conflict with airport safety policies identified in the ALUCP for the Calexico International Airport. In response to these potentially significant impacts, mitigation measures were identified and incorporated into the Final EIR and Vol. 2 of the Draft EIR. Implementation of these mitigation measures has reduced the potential impact to the Airport Compatibility Zones to less than significant.



D. Estimated Current Value (HSC §34191.5 (c)(1)(D)):

The ECV for the Future Mall Property was determined by a March 28, 2011, fee simple appraisal conducted by McNamara & Associates. The ECV was determined to be \$474,000.

E. Site Revenues (HSC §34191.5(c)(1)(E)):

There are no site revenues generated from the Future Mall Property.

F. History of Environmental Contamination (HSC §34191.5 (c)(1)(F)):

A Limited Phase-II Environmental Site Assessment Report (the “ESA-II”) was prepared for the Future Mall Property by DPRA, Inc. for the Agency in February 2011. It concluded that the Property contained some small areas of materials at levels regulated as hazardous or toxic under applicable state and/or federal environmental laws, including, without limitation, asbestos, lead, and other heavy metals associated with the prior use of the Property as a small arms target shooting range. Consistent with the conclusions of the ESA-II, and with the approval of the Agency, the Developer engaged PA & Associates, Inc. to prepare a Removal Action Work Plan (the “Work Plan”) for the Property with respect to Property maintenance and remediation work. The Work Plan, dated August 20, 2012, was the scope of work for a Property Maintenance and Remediation Agreement (the “Agreement”) which was executed between the Developer and the Successor Agency on August 21, 2012, at no cost to the Successor Agency.

The estimated cost for the implementation of the Agreement was \$260,000. In lieu of payment by the Successor Agency for the work performed by the Developer, the Developer and the Successor Agency agreed that the Successor Agency would consider a proposal to convey the Property to the Developer and to provide a credit against the purchase price of the Property for the cost of implementing the Agreement once the LRPMP was approved by DOF.

G. Potential for Transit Oriented Development (TOD) and the Advancement of Planning Objectives of the Successor Agency (HSC §34191.5 (c)(1)(G)):

There is no potential for a TOD in conjunction with Future Mall Property.

The sale of the of the Future Mall Property to the Developer for the Phase-II development of the Gran Plaza Outlet Shopping Center advances the planning objectives of the Successor Agency and the City as they relate to: (i) the completion of Phase-II of the Gran Plaza Outlet Shopping Center in order to complete development of the approximate 561,650 sf of commercial/retail uses; (ii) significant employment opportunities; (iii) the generation of significant additional sales tax and property tax revenues, along with other tangible and intangible benefits to the City and its citizens; and (iv) the construction, and subsequent dedication to the City upon completion, of Public Facilities that will benefit the shopping Center, the Calexico International Airport, the reconfigured and expanded Land Port of Entry, and the City as a whole.



H. History of Previous Development Proposals and Activity (HSC §34191.5 (c)(1)(H)):

The Future Mall Property is planned to be used as a parking lot for the Gran Plaza Outlet Shopping Center.

In 2011, the Agency agreed to contribute approximately \$7 million of redevelopment funds for public infrastructure improvements, but that agreement was voided when the state eliminated redevelopment. In order to make the development financially feasible, the Developer and the City agreed to the formation of a Community Facilitates District (“CFD”) as the most viable way to fund public infrastructure needed for the project. The financial agreement, approved in July 2013, governs the use of \$7 million of CFD and \$3 million of Imperial County Measure D sales tax funding for the development of the public facilities.⁹

Phase-I of the Shopping Center was completed and opened in November 2013, with Phase-II to be completed within six years of the Phase-I construction start date. Phase-II includes the Future Mall Property.

Phase-I involved the construction of 12 buildings totaling approximately 241,625 sf and a 6,400-sf storage/maintenance building. Phase II will include the construction of an additional 12 buildings with approximately 320,025 sf of area and another 6,400-sf storage/maintenance building. Once completed, the Gran Plaza Outlet Shopping Center will contain approximately 561,650 sf of commercial/retail uses.

I. Sale of Property:

The City proposes to sell the Future Mall Property to the Developer, Corsair, LLC. The Developer will then continue with the development plans of Phase-II of the Gran Plaza Outlet Shopping Center.

The ECV of the Future Mall Property is \$474,000.

Date of estimated current value – March 2011

Value Basis – The ECV was determined by a fee simple March 2011 appraisal. The ECV is \$474,000.

Local factors that may affect land value were not taken into consideration. Therefore, the actual value of the property may vary greatly from the ECV. The ECV is only a planning number and may not be relied upon as a basis for actual value.

Proposed sale date – TBD

Proposed sale value – TBD and subject to a fair market appraisal conducted by a licensed appraiser.

⁹ http://articles.ivpressonline.com/2013-07-05/marshall-linn_40397323



*Successor Agency to the Redevelopment
Agency of the City of Calexico
Long-Range Property Management Plan
June 2014
AMENDED May 2015*

J. Implementation of the Long-Range Property Management Plan:

Following the approval of the LRPMP by the DOF, the Successor Agency will implement the LRPMP. Implementation will include distribution of any net land sales proceeds as property tax to the taxing entities.



Successor Agency to the Redevelopment
Agency of the City of Calexico
Long-Range Property Management Plan
June 2014
AMENDED May 2015

Site No. 5
Cesar Chavez Boulevard Strip Mall
307-333 Cesar Chavez Boulevard
APN: 058-400-061-000





A. Permissible Use (HSC §34191.5(c)(2)):

Site No. 5 is the Cesar Chavez Boulevard Strip Mall (the “Strip Mall) and is proposed to be sold by the Successor Agency.

B. Acquisition of Property (HSC §34191.5 (c)(1)(A) and §34191.5(c)(1)(B)):

The Strip Mall was acquired by the Agency on March 31, 1997 for \$415,000, to alleviate physical and economic blight.

The estimated current value (the “ECV”) for Strip Mall is \$56,332.

C. Site Information (HSC §34191.5(c)(1)(C)):

The Strip Mall consists of one (1) 0.61-acre parcel (APN 058-400-061-000) located at 307-333 Cesar Chavez Boulevard. The Strip Mall is zoned Industrial Rail Served (IR) within the City’s General Plan and Zoning Ordinance. Zone IR provides for uses which can avail themselves of the railroad line in the area. IR designates many general industrials uses such as manufacturing, storage and wholesale trades, services (e.g., eating establishments, snack bars, automotive, retail commercial, etc.), public and semi-public, agricultural, and temporary.

In addition, the Strip Mall Property is also located within the County’s Airport Land Use Compatibility Plan (the “ALUCP”). The ALUCP zoning for the Strip Mall Property is Approach/Departure Zone (B-1) which prohibits certain uses. Prohibited industrial uses in the B-1 zone include highly noise-sensitive uses, above ground storage, storage of highly flammable materials, and hazards to flight. Uses not normally acceptable within the B-1 designation include intensive retail, intensive manufacturing or food processing, and multiple story offices.

D. Estimated Current Value (HSC §34191.5 (c)(1)(D)):

To determine an ECV for the Strip Mall, in February 2014 a sales comparable analysis was conducted through the National Data Collective. The ECV was determined to be \$56,332.

E. Site Revenues (HSC §34191.5(c)(1)(E)):

On October 1, 2008, a 5-year Retail Lease (the “Lease”) was executed between the Agency and Edward Del Rial (the “Tenant”). The Lease expired on September 30, 2013 and the Tenant, pursuant to Section 27 of the Lease, “...shall be construed to be a tenancy from month-to-month.”

The monthly rent is \$3,000.

Revenues are used for enforceable obligations as reported on the ROPS.



F. History of Environmental Contamination (HSC §34191.5 (c)(1)(F)):

There is no known history of environmental contamination.

G. Potential for Transit Oriented Development (TOD) and the Advancement of Planning Objectives of the Successor Agency (HSC §34191.5 (c)(1)(G)):

There is no potential for a TOD in conjunction with Strip Mall Property.

Selling the Strip Mall advances the Successor Agency's and City's planning objectives for the Project Area by developing and revitalizing this area of the community through job creation, development of underutilized property, a perceivable reduction in blight through new construction and infrastructure, and an increase in the City's industrial rail served use base.

H. History of Previous Development Proposals and Activity (HSC §34191.5 (c)(1)(H)):

There are no current proposals or activities in conjunction with the Strip Mall.

The Strip Mall has been in existence since at least 1996. A portion of the original Strip Mall has been taken as right-of-way for the future construction of Cesar Chavez Boulevard in conjunction with the construction of the new Land Port of Entry (refer to Site No. 6 of this LRPMP).

I. Sale of Property:

The City proposes to sell the Strip Mall in accordance with the Successor Agency's policies and procedures for property disposition as shown in Exhibit "A" Section I. Purchase and Sale Procedures.

The estimated current value of the Strip Mall is \$56,332.

Date of estimated current value – February 2014

Value Basis – The ECV was determined by a sales comparable analysis using the National Data Collective subscription service. The ECV is \$56,332.

Local factors that may affect land value were not taken into consideration. Therefore, the actual value of the property may vary greatly from the ECV. The ECV is only a planning number and may not be relied upon as a basis for actual value.

Proposed sale date – TBD and subject to the Successor Agency's implementation of its policies and procedures for property disposition as shown in Exhibit "A."

Proposed sale value – TDB and subject to a fair market appraisal conducted by a licensed appraiser.



*Successor Agency to the Redevelopment
Agency of the City of Calexico
Long-Range Property Management Plan
June 2014
AMENDED May 2015*

J. Implementation of the Long-Range Property Management Plan:

Following the approval of the LRPMP by the DOF, the Successor Agency will implement the LRPMP. Implementation will include distribution of any net land sales proceeds as property tax to the taxing entities.



Successor Agency to the Redevelopment
Agency of the City of Calexico
Long-Range Property Management Plan
June 2014
AMENDED May 2015

Site No. 6
Metropolitan Theater Property
2441 Scaroni Road
APN: 059-010-067-000
059-010-068-000
059-010-069-000





A. Permissible Use (HSC §34191.5(c)(2)):

Site No. 6 is the Metropolitan Theater Property (the “Theater Property”) and is proposed to be sold by the Successor Agency.

B. Acquisition of Property (HSC §34191.5 (c)(1)(A) and §34191.5(c)(1)(B)):

The Theater Property was acquired by the Agency for a total cost of \$4,188,100. The land was acquired on August 13, 1998, for \$1,028,100, and the theater building was acquired on October 9, 2007, for \$3,160,000 in a Merged Central Business District and Residential Redevelopment Project Area Subordinate Taxable Allocation Notes, Issue of 2007. The purpose of the acquisition was to develop a multiplex theater, thereby alleviating physical and economic blight.

The estimated current value (the “ECV”) for the Theater Property is \$3,400,000.

C. Site Information (HSC §34191.5(c)(1)(C)):

The Theater Property consists of three (3) parcels (APN 059-010-067, -068, -069) totaling 4.86 acres and is located at 2441 Scaroni Road. The Theater building is approximately 35,000 square feet and accommodates 10 theater auditoriums.

The Property is zone Commercial Highway (CH) within the City’s General Plan and Zoning Ordinance with a land use designation of Commercial Highway (CH). Zone CH provides for the location of highway oriented retail service and wholesale commercial activities that (i) encourage office and commercial uses to concentrate for the convenience of the public; (ii) provide adequate space to meet the needs of modern commercial development; and (iii) minimize traffic congestion with off-street parking and loading areas. Land uses that are acceptable for the CH land use designation are: administrative and professional services, general commercial, public and semi-public, agricultural, and temporary.

D. Estimated Current Value (HSC §34191.5 (c)(1)(D)):

To determine an ECV for the Theater Property in March 2014 a sales comparable analysis was conducted through the real estate service CoStar.¹⁰ The ECV was determined to be \$3,400,000.

¹⁰ www.costar.com



E. Site Revenues (HSC §34191.5(c)(1)(E)):

The Agency holds the absolute net operating Lease (the “Lease”) for the Theater with Metropolitan Theatres, Inc. The Lease has an initial expiration date of 2019, with an option for two (2) 5-year renewals that would extend the Lease term to 2029. Any holding over after the expiration of the term of the Lease is construed to be a tenancy from month-to-month.

Approximately \$434,000 in site revenue is collected on an annual basis. Revenues are used for enforceable obligations as reported on the ROPS.

F. History of Environmental Contamination (HSC §34191.5 (c)(1)(F)):¹¹

There is no history of environmental contamination of the Theater Property.

On January 23, 1998, a September 10, 1997 Phase-I Environmental Assessment Report was submitted to the Agency by GS Lyon Consultants, Inc. (“GSL”), for the Theater Property.

“Based on our environmental assessment, it appears that the property has been in agricultural use and/or vacant since the late 1940’s. Residues of currently available pesticides and currently banned pesticides such as DDT/DDE may be present in the near surface soils in limited concentrations...The near surface soils most likely contain trace residue of pesticides used on the fields from roughly 50 years of agricultural use. The concentrations of these pesticides in soils are typically less than the current regulatory threshold limits and, as such, do not currently pose an environmental threat...”

G. Potential for Transit Oriented Development (TOD) and the Advancement of Planning Objectives of the Successor Agency (HSC §34191.5 (c)(1)(G)):

There is no potential for a TOD in conjunction with Theater Property.

Selling the Theater Property advances the Successor Agency’s and City’s planning objectives for the Project Area by removing the City and the Successor Agency from the operation of a private business enterprise that was established through the creation of a successful Public-Private Partnership.

H. History of Previous Development Proposals and Activity (HSC §34191.5 (c)(1)(H)):

The Theater Property was previously vacant for the past 60 years and used for agricultural purposes. Since 1999, the Theater Property has been used as a Theater.

¹¹ GSL September 10, 1997 - *Phase-I Environmental Assessment Report – Metropolitan Ten-Plex Theater – GSL Report No. GS9720.*



I. Sale of Property:

The City proposes to sell the Theater Property in accordance with the Successor Agency's policies and procedures for property disposition as shown in Exhibit "A" Section I. Purchase and Sale Procedures.

The estimated current value of the Theater Property is \$3,400,000.

Date of estimated current value – March 2014

Value Basis – The ECV was determined by a sales comparable analysis using CoStar. The ECV is \$3,400,000.

Local factors that may affect land value were not taken into consideration. Therefore, the actual value of the property may vary greatly from the ECV. The ECV is only a planning number and may not be relied upon as a basis for actual value.

Proposed sale date – TBD and subject to the Successor Agency's implementation of its policies and procedures for property disposition as shown in Exhibit "A."

Proposed sale value – TDB and subject to a fair market appraisal conducted by a licensed appraiser.

J. Implementation of the Long-Range Property Management Plan:

Following the approval of the LRPMP by the DOF, the Successor Agency will implement the LRPMP. Implementation will include distribution of any net land sales proceeds as property tax to the taxing entities.



V. Property Inventory per HSC §4191.5(C)(1)

Site No.	Property Type	HSC 34191.5 (c)(2)	HSC 34191.5 (c)(1)(A)					Sale of Property		HSC 34191.5 (c)(1)(B)	HSC 34191.5 (c)(1)(C)				HSC 34191.5 (c)(1)(D)	HSC 34191.5 (c)(1)(E)		HSC 34191.5 (c)(1)(F)	HSC 34191.5 (c)(1)(G)		HSC 34191.5 (c)(1)(H)
		Permissible Use	Date Acq'd	Value When Acq'd	Est. Current Value (ECV')	Value Basis	Date of ECV	Sale Value	Sale Date	Purpose Acq'd	Address	APN	Lot Size (ac)	Zoning	ECV'	Est. of Income / Revenue (Annual)	Contract req'd for use of income / revenue	History Erv'n Contamination	TOD	Adv of SA Planning Objectives	Previous develop. proposals / activities
1	RP (Fee) Heber Park Expansion Property	Government	Dec 13, 2004	\$180,000	\$56,575	Sales Comp / Remediation Estimated Cost	Feb 2014	TBD	TBD	Park Expansion/ Alleviate Blight	218 Sheridan Street	058-295-001-000	2.07	OS	\$56,575	None	NA	Yes	No	Yes	Yes
2	RP (Fee) U.S. Land Port of Entry Property	Sell	Apr 8, 1996	\$378,865	\$790,983	Appraisal	Aug 2014	TBD	TBD	Alleviate Blight	Cesar Chavez Boulevard & West 2 nd Street	028-400-042-000	2.76	CH	\$790,983	None	NA	No	No	Yes	Yes
												058-400-043-000	3.82								
3	RP (Fee) Avenida Campillo Vacant Industrial Property	Sell	Feb 26, 2004	\$175,000	\$230,868	Sales Comp	Feb 2014	TBD	TBD	Land Exchange to Expand Sr. Citizen Apts.	220 Avenida Campillo	058-061-009-000	1.0	I	\$230,868	None	NA	Yes	No	Yes	No
4	RP (Fee) Future Outlet Mall Property	Sell	May 15, 2009	\$1,193,000	\$474,000	Sales Comp	Feb 2014	TBD	TBD	Alleviate Blight	270 West 2 nd Street	015-400-039-000	3.61	CH	\$474,000	None	NA	Yes	No	Yes	Yes



Site No.	Property Type	HSC 34191.5 (c)(2)	HSC 34191.5 (c)(1)(A)					Sale of Property		HSC 34191.5 (c)(1)(B)	HSC 34191.5 (c)(1)(C)				HSC 34191.5 (c)(1)(D)	HSC 34191.5 (c)(1)(E)		HSC 34191.5 (c)(1)(F)	HSC 34191.5 (c)(1)(G)		HSC 34191.5 (c)(1)(H)
		Permissible Use	Date Acq'd	Value When Acq'd	Est. Current Value (ECV ¹)	Value Basis	Date of ECV	Sale Value	Sale Date	Purpose Acq'd	Address	APN	Lot Size (ac)	Zoning	ECV ¹	Est. of Income / Revenue (Annual)	Contract req'd for use of income / revenue	History Env'n Contamination	TOD	Adv of SA Planning Objectives	Previous develop. proposals / activities
5	RP (Fee) Cesar Chavez Boulevard Strip Mall	Sell	Mar 31, 1997	\$415,000	\$56,332	Sales Comp	Feb 2014	TBD	TBD	Alleviate Blight	307-333 Cesar Chavez Boulevard	058-400-061-000	0.61	IR	\$56,332	\$36,000	No	No	No	Yes	Yes
6	RP (Fee) Metropolitan Theater Property	Sell	Aug 13, 1988	\$1,028,100	\$3,400,000	Sales Comp	Mar 2014	TBD	TBD	Alleviate Blight	2441 Scaroni Road	059-010-067-000	2.26	CH	\$3,400,000	\$434,000	No	No	No	Yes	No
			Oct 9, 2007	\$ 3,160,000								059-010-68-000	1.23								
												059-010-069-000	1.37								

¹ Local factors that may affect land value were not taken into consideration. Therefore, the actual value of the property may vary greatly from the ECV. The ECV is only a planning number and may not be relied upon as a basis for actual Value.

- CH – Commercial Highway
- ECV – Estimated Current Value
- I – General Industrial
- IR – Industrial Rail Served
- N/A – Not applicable
- OS – Open Space
- RP – Real Property
- TBD – To Be Determined



Exhibit A – Successor Agency/City Property Disposition Procedures

The following is only a general outline for the disposition of property by the Successor Agency. It is anticipated that the Successor Agency may from time to time adopt policies and procedures that are more specific during the implementation phase of the LRPMP.

I. PURCHASE AND SALE PROCEDURES

1. Post notice on Successor Agency website:
“All persons interested in receiving solicitations for the disposition of Successor Agency property please email xyz@cityofthefuture.org with your contact information and **“Purchase and Sale of Successor Agency Property”** in the Subject line.”
2. Successor Agency will provide written solicitations for the sale of its real estate assets, which may be a single parcel or a grouping of parcels (the “Property”). Such formal solicitations will include, but not be limited to:
 - a. APN(s)
 - b. Property location
 - c. Zoning
 - d. Acreage
 - e. Listing Price (The listing price shall either be (i) not less than fair market value under an appraisal procured by the Successor agency or (ii) another amount approved for such purpose by the Oversight Board)
 - f. Purchase Price shall be all cash at close of escrow, no seller financing.
 - g. Deadline to receive offers (prior to selection, offers are confidential)
 - h. Offer submittal guidelines:
 - i. All offers must be in writing (California Association of Realtor forms are acceptable);
 - ii. Successor Agency will provide courtesy to brokers equal to one-half of the customary commission if the ultimate buyer is represented by said real estate broker as buyer’s broker at the time the original offer is submitted.
 - iii. Provided that allowance of brokerage commissions will be subject to Oversight Board approval in each case and paid from the sale proceeds;
 - iv. Approval of each sale may be subject to DOF approval;
 - v. Type of financing identified (i.e., buyer’s cash, buyer’s loan proceeds, etc.);
 - vi. All buyers are to be listed – no silent partners; and
 - vii. Offers will be reviewed for conflict of interest between offeror and Successor Agency/City officials, staff and consultants.
 - i. Some properties for sale consist of multiple parcels. Only offers that include all parcels identified by Successor Agency on a particular site may be accepted, i.e., no less than whole purchases.
3. Method of Solicitations:
 - a. Property posting
 - b. Successor Agency website posting
 - c. Local real estate brokers
 - d. All persons requesting solicitations
 - e. Workshops and/or e-mail notifications
4. All property sales are in an **“AS IS, WHERE IS”** condition.



5. The Successor Agency will be reimbursed from the sale proceeds of the property for any costs related to the appraisal, escrow and title fees (cost of CLTA policy with premium based upon sales price), broker fees, and any other costs associated with the sale.
6. An offer may be rejected if it does not meet the Successor Agency's price threshold. Acceptance of a purchase and sale offer is subject to approval of the Successor Agency's Board of Directors.
7. The City shall have a right of first refusal in connection with the purchase of property. In the event a submittal is received, such right of first refusal may be exercised by means of the City: (i) notifying the Oversight Board and the party which made an offer (in either order) of the City's intention to acquire the property for monetary consideration in an amount equal to or greater than that offered by the offering party, and (ii) obtaining confirmation of such purchase by the Oversight Board.
8. The City shall have an option to purchase property based upon values agreed to by the Oversight Board. The option may be exercised as to one or more properties at a time or times of the City's choosing.
9. If the City determines that it is infeasible to otherwise market and dispose of certain properties, the Successor Agency may auction such property or properties at a time or times consented to by the Oversight Board.

II. REQUEST FOR PROPOSAL PROCEDURES

Costs incurred by the Successor Agency and/or the City in the implementation of these Disposition Procedures shall be treated as an Enforceable Obligation for purposes of the Recognized Obligation Payments Schedule ("ROPS") of the Successor Agency to be recovered from land sales proceeds. The City shall provide the Successor Agency an estimate of such costs at such times and in a form sufficient for the Successor Agency to include such costs on one or more ROPS, as appropriate. Included in such costs are: staff time in the performance of such duties; costs and fees of consultants, attorneys, appraisers, title insurers and escrow; costs and fees in connection with the disposition of property(ies), such as unpaid and outstanding tax liens or judgments and other costs incurred in order to deliver merchantable title. Where possible, the Successor Agency is to recover costs at the time of close of escrow.

A) INTENT AND PURPOSE

A Request for Proposals ("RFP") will be prepared by the Successor Agency and posted to the City's website, and/or sent to developers or parties that have requested such RFPs, and other developers or parties at the Successor Agency's discretion. The number of properties as to which an RFP is requested is subject to the discretion of the Successor Agency.

B) PROPOSAL SUBMITTAL

1. Interested parties may submit a development proposal by the deadline specified in the RFP or other announcement.
2. Proposal requirements may include, but not be limited to, the following:
 - a. The proposed total consideration for the property(ies) and information supporting the offer price;
 - b. Any proposed alterations to the terms and conditions of sale;
 - c. Construction and development pro forma, a detailed site plan, a business/operating plan, developer qualifications, experience and references, a narrative description of the market support for the proposed project, an operating pro forma, as applicable, and an explanation of the economic benefits of the proposed project to the City, other affected taxing agencies and the community;
 - d. The proposed uses are to conform to the requirements, intent, goals, and objectives of the City General Plan/Zoning Ordinance, other applicable development standards, and other applicable federal, state, and local laws, codes and regulations.



- e. A statement that no financial assistance is being requested from any governmental agency in connection with the proposal, or a statement that financial assistance is being requested from a governmental agency in connection with the proposal, indicating the amount that will be requested, the anticipated timing for consideration of such request, and a description of any discretionary process required by the governmental agency from which assistance will be requested, together with an acknowledgment that conditioning a proposal upon receipt of assistance from a governmental agency may result in the rejection of such proposal;
3. Interested parties to provide such additional information as may be requested in good faith by Successor Agency.
4. Subsequent to review, applicants will be advised regarding the development proposals submitted complying with the requirements of the RFP or whether additional information is required.

C) PROPOSAL REVIEW

1. The Successor Agency will review all proposals received and determined by Successor Agency staff to be complete.
2. Among other things, the Successor Agency's review will consider the value of the asset in question being maximized as well as the proposal furthering the objectives of the Successor Agency's General Plan and not negatively impacting property interest of landowners holding property near the asset in question.
3. Nothing in these Procedures prohibits the Successor Agency or the City from requiring information that is in addition to the foregoing or obligates the Successor Agency in selecting any proposal. Neither the City nor the Successor Agency will bear any responsibility for the costs associated with preparing and submitting a proposal.

D) NEGOTIATING AGREEMENTS

The Successor Agency may enter into an Exclusive Right to Negotiate Agreement ("ERNA") with a selected project proponent. The purpose of the ERNA is to establish a time period during which the chosen applicant shall have the right to negotiate with the Successor Agency the terms and conditions of a sales and development contract. Therefore, a Disposition and Development Agreement may follow the ERNA if applicable.

E) ALTERNATIVE METHODS OF DISPOSITION

The City shall have a right of first refusal in connection with the purchase of property. In the event a submittal is received, such right of first refusal may be exercised by means of the City: (i) notifying the Oversight Board and the party which made an offer (in either order) of the City's intention to acquire the property for monetary consideration in an amount equal to or greater than that offered by the offering party, and (ii) obtaining confirmation of such purchase by the Oversight Board.

The City shall have an option to purchase property based upon values agreed to by the Oversight Board. The option may be exercised as to one or more properties at a time or times of the City's choosing.

If the City determines that it is infeasible to otherwise market and dispose of certain properties, the Successor Agency may auction such property or properties at a time or times consented to by the Oversight Board.



Exhibit B – Health & Safety Code

HSC §34191.1, reads as follows:

The provisions of this chapter shall apply to a City upon that agency's receipt of a finding of completion by the Department of Finance pursuant to Section 34179.7.

HSC §34191.3, reads as follows:

Notwithstanding Section 34191.1, the requirements specified in subdivision (e) of Section 34177 and subdivision (a) of Section 34181 shall be suspended, except as those provisions apply to the transfers for governmental use, until the Department of Finance has approved a long-range property management plan pursuant to subdivision (b) of Section 34191.5, at which point the plan shall govern, and supersede all other provisions relating to, the disposition and use of the real property assets of the former redevelopment agency. If the department has not approved a plan by January 1, 2015, subdivision (e) of Section 34177 and subdivision (a) of Section 34181 shall be operative with respect to that City.

HSC §34191.4, reads as follows:

The following provisions shall apply to any City that has been issued a finding of completion by the Department of Finance:

- (a) All real property and interests in real property identified in subparagraph (C) of paragraph (5) of subdivision (c) of Section 34179.5 shall be transferred to the Community Redevelopment Property Trust Fund of the City upon approval by the Department of Finance of the long-range property management plan submitted by the City pursuant to subdivision (b) of Section 34191.7 unless that property is subject to the requirements of any existing enforceable obligation.
- (b) (1) Notwithstanding subdivision (d) of Section 34171, upon application by the City and approval by the oversight board, loan agreements entered into between the redevelopment agency and the city, county, or city and county that created by the

redevelopment agency shall be deemed to be enforceable obligations provided that the oversight board makes a finding that the loan was for legitimate redevelopment purposes.

(2) If the oversight board finds that the loan is an enforceable obligation, the accumulated interest on the remaining principal amount of the loan shall be recalculated from origination at the interest rate earned by funds deposited into the Local Agency Investment Fund. The loan shall be repaid to the city, county, or city and county in accordance with a defined schedule over a reasonable term of years at an interest rate not to exceed the interest rate earned by funds deposited into the Local Agency Investment Fund. The annual loan repayments provided for in the recognized obligations payment schedules shall be subject to all of the following limitations:

(A) Loan repayments shall not be made prior to the 2013-14 fiscal year. Beginning in the 2013-14 fiscal year, the maximum repayment amount authorized each fiscal year for repayments made pursuant to this subdivision and paragraph (7) of subdivision (e) of Section 34176 combined shall be equal to one-half of the increase between the amount distributed to the taxing entities pursuant to paragraph (4) of subdivision (a) of Section 34183 in that fiscal year and the amount distributed to taxing entities pursuant to that paragraph in the 2012-13 base year. Loan or deferral repayments made pursuant to this subdivision shall be second in priority to amounts to be repaid pursuant to paragraph (7) of subdivision (e) of Section 34176.

(B) Repayments received by the city, county or city and county that formed the redevelopment agency shall first be used to retire any outstanding amounts borrowed and owed to the Low and Moderate Income Housing Fund of the former redevelopment agency for purposes of the Supplemental Educational Revenue Augmentation Fund



and shall be distributed to the Low and Moderate Income Housing Asset Fund established by subdivision (d) of Section 34176.

(C) Twenty percent of any loan repayment shall be deducted from the loan repayment amount and shall be transferred to the Low and Moderate Income Housing Asset Fund, after all outstanding loans from the Low and Moderate Income Housing Fund for purposes of the Supplemental Educational Revenue Augmentation Fund have been paid.

(c) (1) Bond proceeds derived from bonds issued on or before December 31, 2010, shall be used for the purposes for which the bonds were sold.

(2) (A) Notwithstanding Section 34177.3 or any other conflicting provision of law, bond proceeds in excess of the amounts needed to satisfy approved enforceable obligations shall thereafter be expended in a manner consistent with the original bond covenants. Enforceable obligations may be satisfied by the creation of reserves for projects that are the subject of the enforceable obligation and that are consistent with the contractual obligations for those projects, or by expending funds to complete the projects. An expenditure made pursuant to this paragraph shall constitute the creation of excess bond proceeds obligations to be paid from the excess proceeds. Excess bond proceeds obligations shall be listed separately on the Recognized Obligation Payment Schedule submitted by the City.

(B) If remaining bond proceeds cannot be spent in a manner consistent with the bond covenants pursuant to subparagraph (A), the proceeds shall be used to defease the bonds or to purchase those same outstanding bonds on the open market for cancellation

HSC §34191.5, reads as follows:

(a) There is hereby established a Community Redevelopment Property Trust Fund, administered by the City, to serve as the repository of the former

redevelopment agency's real properties identified in subparagraph (C) of paragraph (5) of subdivision (c) of Section 34179.5.

(b) The City shall prepare a long-range property management plan that addresses the disposition and use of the real properties of the former redevelopment agency. The report shall be submitted to the oversight board and the Department of Finance for approval no later than six months following the issuance to the City of the finding of completion.

(c) The long-range property management plan shall do all of the following:

(1) Include an inventory of all properties in the trust. The inventory shall consist of all of the following information:

(A) The date of the acquisition of the property and the value of the property at that time, and an estimate of the current value of the property.

(B) The purpose for which the property was acquired.

(C) Parcel data, including address, lot size, and current zoning in the former agency redevelopment plan or specific, community, or general plan.

(D) An estimate of the current value of the parcel including, if available, any appraisal information.

(E) An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds.

(F) The history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts.

(G) A description of the property's potential for transit-oriented development and the



advancement of the planning objectives of the City.

(H) A brief history of previous development proposals and activity, including the rental or lease of property.

(2) Address the use or disposition of all of the properties in the trust. Permissible uses include the retention of the property for governmental use pursuant to subdivision (a) of Section 34181, the retention of the property for future development, the sale of the property, or the use of the property to fulfill an enforceable obligation. The plan shall separately identify and list properties in the trust dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation. With respect to the use or disposition of all other properties, all of the following shall apply:

(A) If the plan directs the use or liquidation of the property for a project identified in an

approved redevelopment plan, the property shall transfer to the city, county, or city and county.

(B) If the plan directs the liquidation of the property or the use of revenues generated from the property, such as lease or parking revenues, for any purpose other than to fulfill an enforceable obligation or other than that specified in subparagraph (A), the proceeds from the sale shall be distributed as property tax to the taxing entities.

(C) Property shall not be transferred to a City, city, county, or city and county, unless the long-range property management plan has been approved by the oversight board and the Department of Finance.

Note: HSC §34191.2 does not exist and therefore is not included above.



*Successor Agency to the Redevelopment
Agency of the City of Calexico
Long-Range Property Management Plan
June 2014
AMENDED May 2015*

Exhibit C – DOF Finding Of Completion



October 3, 2013

Mr. Oscar G. Rodriguez, City Manager
City of Calexico
608 Herber Avenue
Calexico, CA 92231

Dear Mr. Rodriguez:

Subject: Request for a Finding of Completion

The California Department of Finance (Finance) has completed the Finding of Completion for the City of Calexico Successor Agency.

Finance has completed its review of your documentation, which may have included reviewing supporting documentation submitted to substantiate payment or obtaining confirmation from the county auditor-controller. Pursuant to Health and Safety Code (HSC) section 34179.7, we are pleased to inform you that Finance has verified that the Agency has made full payment of the amounts determined under HSC section 34179.6, subdivisions (d) or (e) and HSC section 34183.5.

This letter serves as notification that a Finding of Completion has been granted. The Agency may now do the following:

- Place loan agreements between the former redevelopment agency and sponsoring entity on the ROPS, as an enforceable obligation, provided the oversight board makes a finding that the loan was for legitimate redevelopment purposes per HSC section 34191.4 (b) (1). Loan repayments will be governed by criteria in HSC section 34191.4 (a) (2).
- Utilize proceeds derived from bonds issued prior to January 1, 2011 in a manner consistent with the original bond covenants per HSC section 34191.4 (c).

Additionally, the Agency is required to submit a Long-Range Property Management Plan to Finance for review and approval, per HSC section 34191.5 (b), within six months from the date of this letter.

Please direct inquiries to Andrea Scharffer, Staff Finance Budget Analyst, or Chris Hill, Principal Program Budget Analyst, at (916) 445-1546.

Sincerely,

STEVE SZALAY
Local Government Consultant

Cc: Mr. John Quinn, Finance Director, City of Calexico
Ms. Ann McDonald, Auditor-Controller, Imperial County
California State Controller's Office



*Successor Agency to the Redevelopment
Agency of the City of Calexico
Long-Range Property Management Plan
June 2014
AMENDED May 2015*

Exhibit D – Resolution of the Successor Agency Board

RESOLUTION NO. 2014-57-SA

A RESOLUTION OF THE SUCCESSOR AGENCY OF THE CALEXICO COMMUNITY REDEVELOPMENT AGENCY APPROVING THE LONG-RANGE PROPERTY MANAGEMENT PLAN PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34191.5 AND APPROVING CERTAIN RELATED ACTIONS

WHEREAS, the Calexico Community Redevelopment Agency was dissolved February 1, 2012; and

WHEREAS, on January 10, 2012, the City Council of the City of Calexico elected to serve as the Successor Agency to the Calexico Community Redevelopment Agency (the "Successor Agency") pursuant to part 1.85 of the California Health and Safety Code (the "HSC"); and

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

WHEREAS, on October 3, 2013, the Successor Agency received its Finding of Completion (the "FOC") from the California Department of Finance (the "DOF") pursuant to HSC § 34179.7; and

WHEREAS, within six (6) months of the date of the FOC, HSC § 34191.5(b) requires the Successor Agency to prepare a Long-Range Property Management Plan ("LRPMP") to address the disposition and use of the real property assets held by the Successor Agency; and

WHEREAS, in accordance with HSC § 34191.5, the Successor Agency has prepared its LRPMP, which is attached as Exhibit "A" to this Resolution that identifies the disposition and uses of Successor Agency properties including, but without limitation, the use of land sale proceeds as more particularly described in HSC § 34191.5(c)2; and

WHEREAS, subject to approval by the Oversight Board, the LRPMP will be submitted to the DOF; and

WHEREAS, once the LRPMP has been approved by the DOF, the Successor Agency may act upon its implementation; and

WHEREAS, consistent with the applicable provisions of the HSC, it is recommended that the Successor Agency approve the attached LRPMP; and

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

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

Section 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

RESOLUTION NO. 2014-57-SA

A RESOLUTION OF THE SUCCESSOR AGENCY OF THE CALEXICO COMMUNITY REDEVELOPMENT AGENCY APPROVING THE LONG-RANGE PROPERTY MANAGEMENT PLAN PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34191.5 AND APPROVING CERTAIN RELATED ACTIONS

WHEREAS, the Calexico Community Redevelopment Agency was dissolved February 1, 2012; and

WHEREAS, on January 10, 2012, the City Council of the City of Calexico elected to serve as the Successor Agency to the Calexico Community Redevelopment Agency (the "Successor Agency") pursuant to part 1.85 of the California Health and Safety Code (the "HSC"); and

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

WHEREAS, on October 3, 2013, the Successor Agency received its Finding of Completion (the "FOC") from the California Department of Finance (the "DOF") pursuant to HSC § 34179.7; and

WHEREAS, within six (6) months of the date of the FOC, HSC § 34191.5(b) requires the Successor Agency to prepare a Long-Range Property Management Plan ("LRPMP") to address the disposition and use of the real property assets held by the Successor Agency; and

WHEREAS, in accordance with HSC § 34191.5, the Successor Agency has prepared its LRPMP, which is attached as Exhibit "A" to this Resolution that identifies the disposition and uses of Successor Agency properties including, but without limitation, the use of land sale proceeds as more particularly described in HSC § 34191.5(c)2; and

WHEREAS, subject to approval by the Oversight Board, the LRPMP will be submitted to the DOF; and

WHEREAS, once the LRPMP has been approved by the DOF, the Successor Agency may act upon its implementation; and

WHEREAS, consistent with the applicable provisions of the HSC, it is recommended that the Successor Agency approve the attached LRPMP; and

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

NOW, THEREFORE, BE IT RESOLVED by the Successor Agency of 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 Long-Range Property Management Plan attached to this Resolution as Exhibit "A" is hereby approved.

Section 3. The City Manager, as Executive Director of the Successor Agency, or designee, is hereby authorized to transmit the Long-Range Property Management Plan attached to this Resolution as Exhibit "A" to the Oversight Board for their review and consideration.

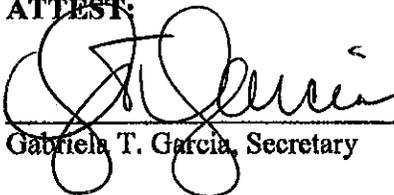
Section 4. Subsequent to the approval of the Long-Range Property Management Plan by the Oversight Board, the City Manager, as Executive Director of the Successor Agency, or designee, is hereby authorized and directed to transmit the Long-Range Property Management Plan to the California Department of Finance and to take such actions and execute such documents as are necessary to implement the Long-Range Property Management Plan and to effectuate the intent of this Resolution.

Section 5. This Resolution shall take effect upon the date of its adoption.

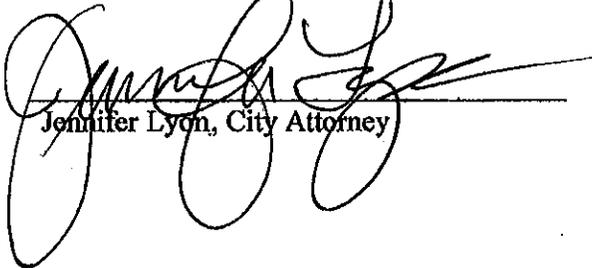
PASSED, APPROVED AND ADOPTED this 17th day of June, 2014.


Bill Hodge, Mayor

ATTEST:


Gabriela T. Garcia, Secretary

APPROVED AS TO LEGAL FORM:


Jennifer Lyon, City Attorney

CERTIFICATION:

I, Gabriela T. Garcia, Secretary for the Successor Agency of the Calexico Community Redevelopment Agency, do hereby certify that the foregoing Resolution No. 2014-57 was duly adopted by the Successor Agency of the Calexico Community Redevelopment Agency at a meeting thereof held on the 17th day of June, 2014, by the following vote:

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



Gabriela T. Garcia, Secretary



*Successor Agency to the Redevelopment
Agency of the City of Calexico
Long-Range Property Management Plan
June 2014
AMENDED May 2015*

Exhibit E – Resolution of the Oversight Board

RESOLUTION NO. 2014-02 OB

A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE CALEXICO COMMUNITY REDEVELOPMENT AGENCY APPROVING THE LONG-RANGE PROPERTY MANAGEMENT PLAN PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34191.5

WHEREAS, the Calexico Community Redevelopment Agency was dissolved February 1, 2012; and

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

WHEREAS, on October 3, 2013, the Successor Agency of the Calexico Community Redevelopment Agency ("Successor Agency") received its Finding of Completion (the "FOC") from the California Department of Finance (the "DOF") pursuant to HSC § 34179.7; and

WHEREAS, within six (6) months of the date of the FOC, HSC § 34191.5(b) requires the Successor Agency to prepare a Long-Range Property Management Plan ("LRPMP") to address the disposition and use of the real property assets held by the Successor Agency; and

WHEREAS, in accordance with HSC § 34191.5, the Successor Agency has prepared its LRPMP, which is attached as Exhibit "A" to this Resolution that identifies the disposition and uses of Successor Agency properties including, but without limitation, the use of land sale proceeds as more particularly described in HSC § 34191.5(c)2; and

WHEREAS, subject to approval by the Oversight Board, the LRPMP will be submitted to the DOF; and

WHEREAS, once the LRPMP has been approved by the DOF, the Successor Agency may act upon its implementation; and

WHEREAS, consistent with the applicable provisions of the HSC, it is recommended that the Oversight Board approve the attached LRPMP; and

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

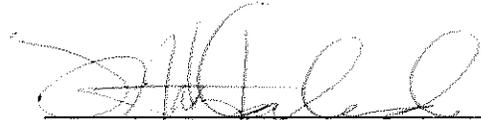
NOW, THEREFORE, BE IT RESOLVED by the Oversight Board for the Successor Agency of the Calexico Community Redevelopment Agency, as follows:

Section 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

Section 2. The Long-Range Property Management Plan attached to this Resolution as Exhibit "A" is hereby approved.

Section 3. This Resolution shall take effect upon the date of its adoption.

PASSED, APPROVED, AND ADOPTED this 21 day of August, 2014.



Maritza Hurtado, Chairperson

ATTEST



Erica LaCuesta, Secretary

CERTIFICATION:

I, Erica LaCuesta, Secretary of the Oversight Board for the Successor Agency to the Calexico Community Redevelopment Agency, do hereby certify that the foregoing Resolution No. 2014-02-OB was duly adopted by the Oversight Board for the Successor Agency to the Calexico Community Redevelopment Agency, at a meeting thereof held on the 21 day of August 2014, by the following vote:

AYES: WARNE, WONG, PRECIADO, RENISON, RIVERA

NOES: NONE

ABSENT: HURTADO, MORENO

ABSTAIN: NONE



Erica LaCuesta, Secretary

EXHIBIT "A"

**SUCCESSOR AGENCY TO THE CALEXICO COMMUNITY REDEVELOPMENT
AGENCY
LONG-RANGE PROPERTY MANAGEMENT PLAN
(See Attachment)**



*Successor Agency to the Redevelopment
Agency of the City of Calexico
Long-Range Property Management Plan
June 2014
AMENDED May 2015*

Exhibit F – Assessor Parcel Maps

58-29

20 Tax Area Code
HEBER PARK
2-000

25

POR. FIRST ADD.
OM 1-17
23

28

24

35



10-09-06 RM
10-20-83 RM
4-19-79 IJ
2-14-79 IJ
9-12-78 IJ
From 57-14

38 33

DISCLAIMER:
THIS IS NOT AN OFFICIAL MAP.
THIS MAP WAS CREATED FOR THE IMPERIAL COUNTY
ASSESSOR FOR THE SOLE PURPOSE OF AIDING IN
THE PERFORMANCE OF THE DUTIES OF THE ASSESSOR.
ANY ERRORS OR OMISSIONS IN THIS MAP ARE NOT
THE RESPONSIBILITY OF THE COUNTY OF IMPERIAL.

34

26

17

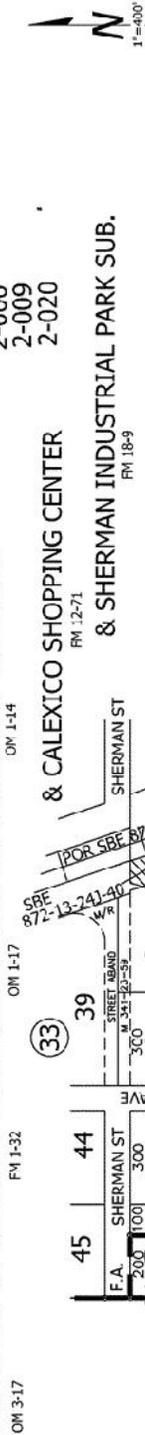
CITY OF CALEXICO
Assessor's Map Bk. 58-Pg. 29
County of Imperial, Calif.

58-40

Tax Area Code
2-000
2-009
2-020

INDUSTRIAL ADD. & POR. RIVER TRACT & POR. FIRST ADD. & POR. OF TOWNSITE

& CALEXICO SHOPPING CENTER
& SHERMAN INDUSTRIAL PARK SUB.



DETAIL "A"
POR OF
CALEXICO SHOPPING CENTER
TRACT
SCALE 1"=200'

DISCLAIMER:
THIS IS NOT AN OFFICIAL MAP.
THIS MAP WAS CREATED FOR THE IMPERIAL COUNTY
ASSESSOR, FOR THE SOLE PURPOSE OF AIDING IN
THE PERFORMANCE OF THE DUTIES OF THE ASSESSOR.

CITY OF CALEXICO
Assessor's Map Bk. 58-Pg. 40



*Successor Agency to the Redevelopment
Agency of the City of Calexico
Long-Range Property Management Plan
June 2014
AMENDED May 2015*

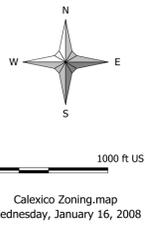
Exhibit G – Zoning Information

City of Calexico - Zoning

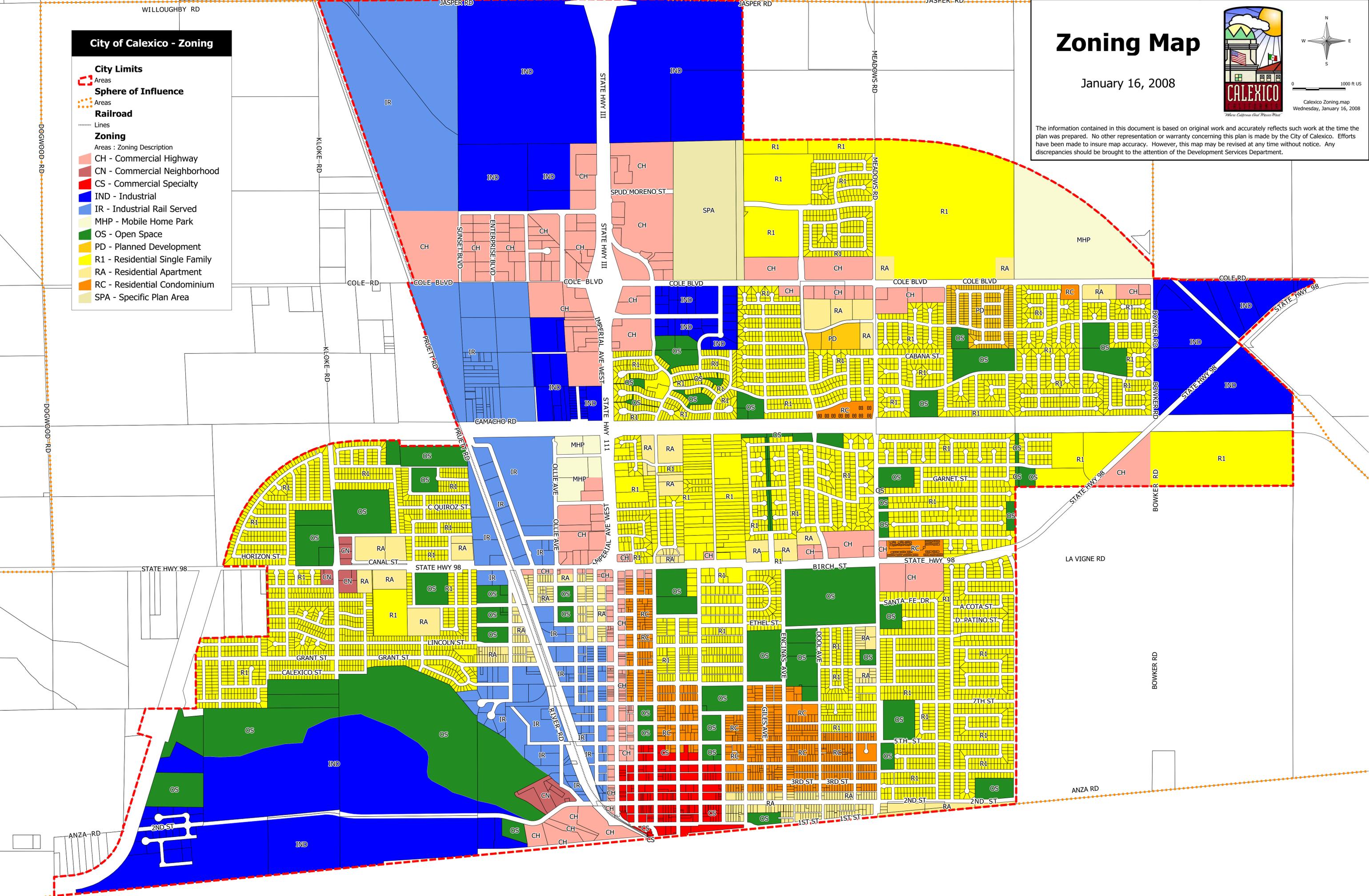
- City Limits**
 - Areas
- Sphere of Influence**
 - Areas
- Railroad**
 - Lines
- Zoning**
 - Areas : Zoning Description
 - CH - Commercial Highway
 - CN - Commercial Neighborhood
 - CS - Commercial Specialty
 - IND - Industrial
 - IR - Industrial Rail Served
 - MHP - Mobile Home Park
 - OS - Open Space
 - PD - Planned Development
 - R1 - Residential Single Family
 - RA - Residential Apartment
 - RC - Residential Condominium
 - SPA - Specific Plan Area

Zoning Map

January 16, 2008



The information contained in this document is based on original work and accurately reflects such work at the time the plan was prepared. No other representation or warranty concerning this plan is made by the City of Calexico. Efforts have been made to insure map accuracy. However, this map may be revised at any time without notice. Any discrepancies should be brought to the attention of the Development Services Department.



City of Calexico 2007 General Plan Land Use Map

This map has been reviewed by the Director of Development Services and generally conforms to professional planning standards and the General Plan adopted by the City Council, May 1, 2007 and subsequent amendments.



0 1000 ft US

Calexico GPU Land Use map
Tuesday, October 02, 2007

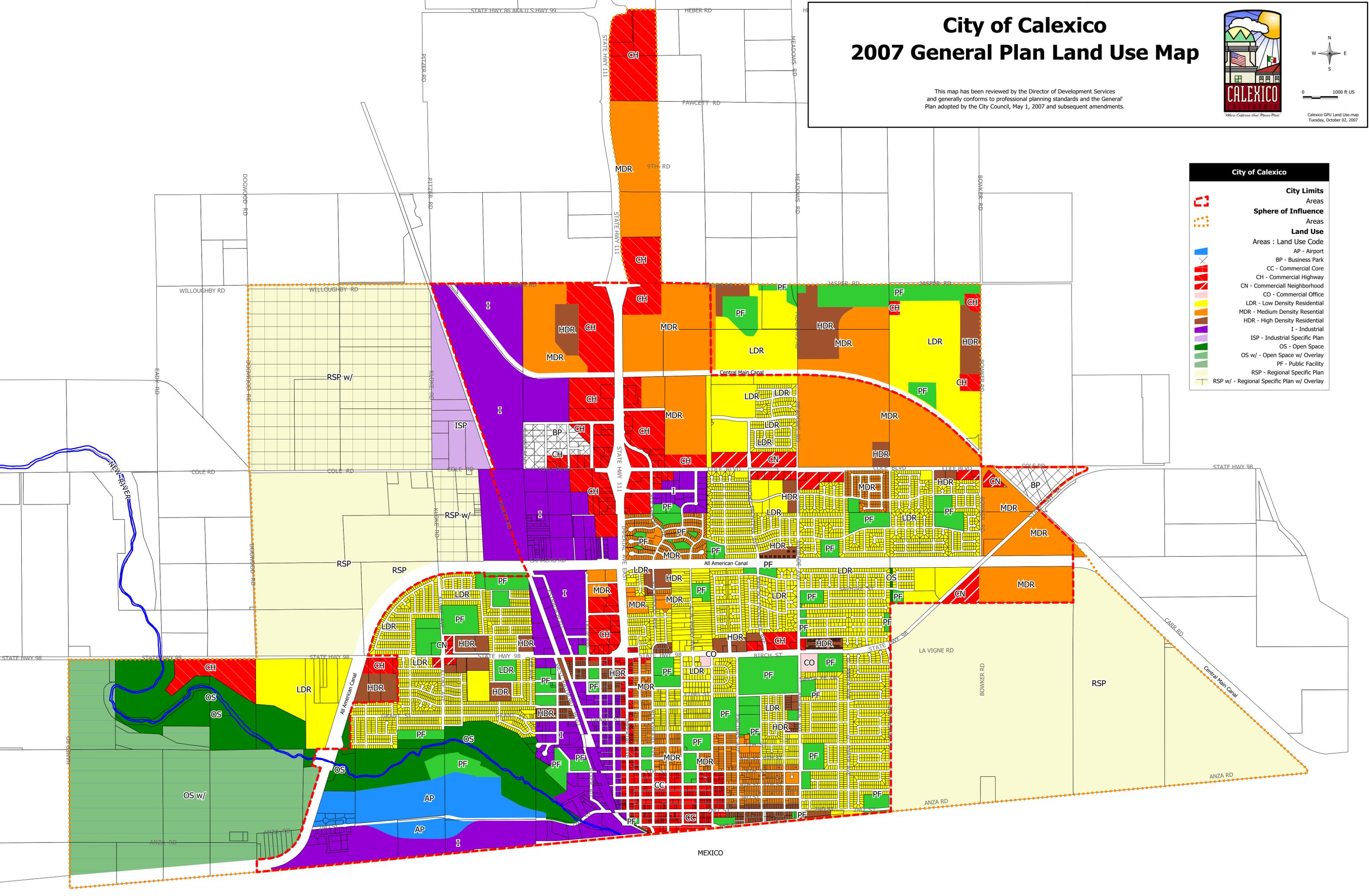
City of Calexico

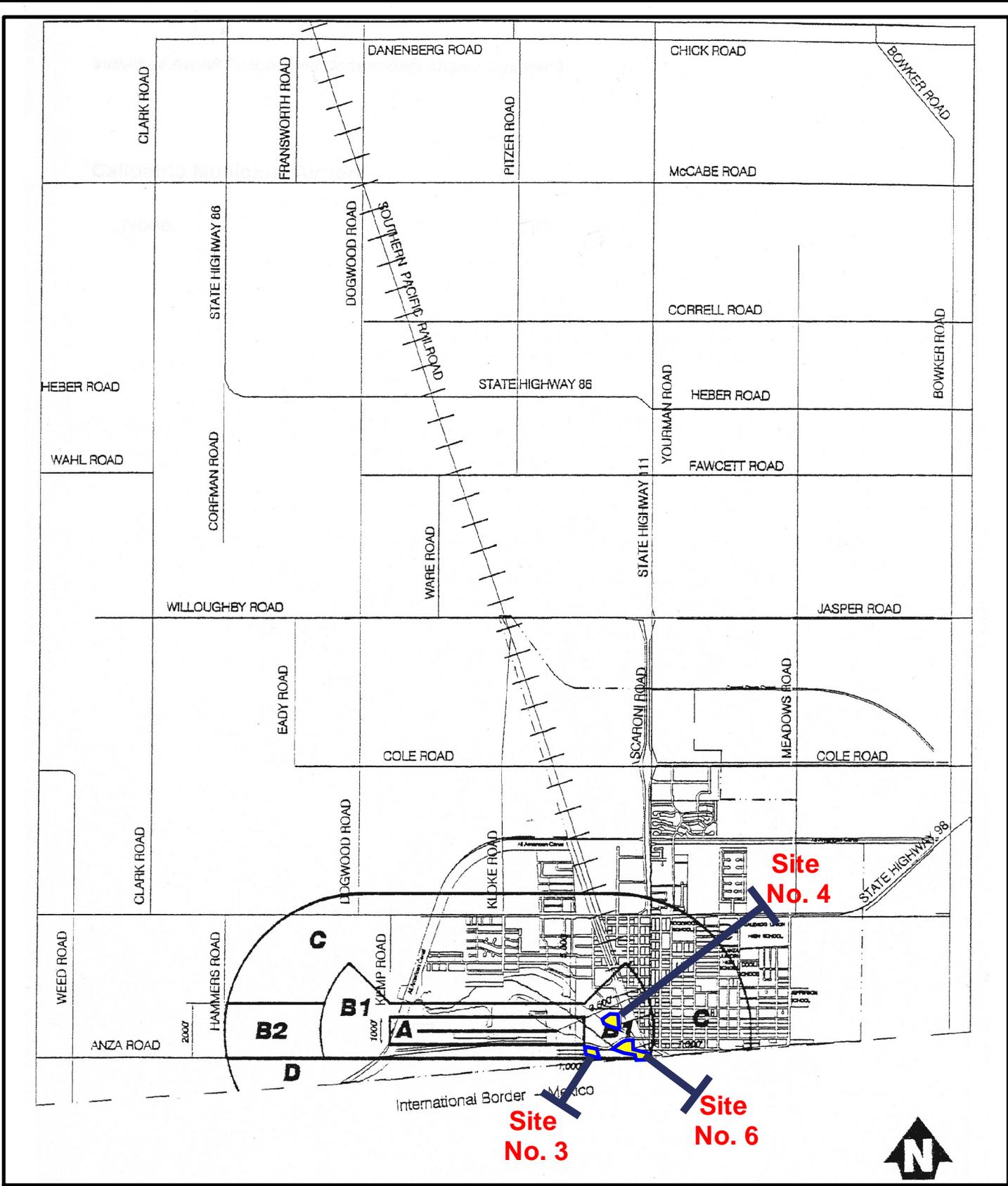
City Limits
Areas

Sphere of Influence
Areas

Land Use
Areas : Land Use Code

- AP - Airport
- BP - Business Park
- CC - Commercial Core
- CH - Commercial Highway
- CN - Commercial Neighborhood
- CO - Commercial Office
- LDR - Low Density Residential
- MDR - Medium Density Residential
- HDR - High Density Residential
- I - Industrial
- ISP - Industrial Specific Plan
- OS - Open Space
- OS w/ - Open Space w/ Overlay
- PF - Public Facility
- RSP - Regional Specific Plan
- RSP w/ - Regional Specific Plan w/ Overlay





Source: Imperial County Airport Landuse Compatibility Plan for Imperial County Airports, June 1996.

Figure LU-3

Airport Landuse Compatibility



Not to Scale

City of Calexico General Plan



*Successor Agency to the Redevelopment
Agency of the City of Calexico
Long-Range Property Management Plan
June 2014
AMENDED May 2015*

Exhibit H – DOF Correspondence April 29, 2015

From: Krtil, Sarah <Sarah.Krtil@dof.ca.gov>
Sent: Wednesday, April 29, 2015 12:40 PM
To: Steven H. Dukett
Cc: Vermillion, Todd; Rwarne@calexico.ca.gov; jquinn@calexico.ca.gov
Subject: Calexico's Long-Range Property Management Plan

Good afternoon,

Thank you for spending the time on the phone with me over the past couple of days to work out the issues that need to be fixed on Calexico's Long-Range Property Management Plan (LRPMP). Please provide the following items on the LRPMP:

- 1) A Resolution identifying the "intent and commitment" to use the 218 Sheridan Street Property to expand Herber Park.
- 2) A revised LRPMP stating that U.S. Land Port of Entry Property will be sold.

Additionally, it would also be helpful if on properties two through six only the implementation description of the policy for sale of property was left. The description of future development implementation is not necessary for each of these properties.

Please let me know if you need any clarification about my requests identified above.

Thank you,



Sarah Krtil, Analyst
California Department of Finance
Local Government Unit
(916) 445-1546 Ext. 3762
sarah.krtil@dof.ca.gov



Please consider the environment before printing this email.