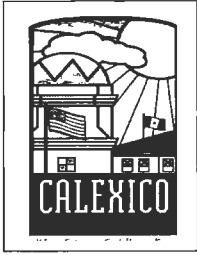


**AGENDA
ITEM**

8



CITY COUNCIL AGENDA STAFF REPORT

DATE: December 2, 2020

TO: Mayor and City Council

APPROVED BY: Miguel Figueroa, City Manager

PREPARED BY: Miguel Figueroa, City Manager

SUBJECT: Approve and Authorize the City Manager to Sign the Enclosed Second Amendment to the Professional Services Agreement with AmeriNational Community Services.

=====

Recommendation:

Consideration to approve and authorize the City Manager to sign the enclosed second amendment to the professional services agreement with AmeriNational Community Services.

Background:

On May 17, 2016 the City of Calexico City Council approved a professional services agreement with AmeriNational Community Services to provide loan portfolio services for housing programs offered by the City of Calexico. Loan portfolio services provided by AmeriNational Community Services include but are not limited to, collection and remittance of payments, payment of property taxes, and insurance monitoring.

On February 5, 2020 the City of Calexico City Council approved the first amendment to the professional services agreement with AmeriNational Community Services.

Discussion & Analysis:

The professional services agreement with AmeriNational Community Services expires on December 31, 2020. Staff from the City Manager's Office and the Finance Department assessed and determined the need to extend the professional services of AmeriNational Community Services considering their flawless service and attention to the city's housing loan portfolio.

Fiscal Impact:

Approximately \$17,000 is paid annually by housing program income funds. There is no impact to the General Fund.

**AGENDA
ITEM**

8

Coordinated With:

The Finance Department

City Attorney

Attachment:

1. Second Amendment to the Professional Services Agreement between the City of Calexico and AmeriNational Community Services.
2. First Amendment to the Professional Services Agreement between the City of Calexico and AmeriNational Community Services
3. Professional Services Agreement between the City of Calexico and AmeriNational Community Services dated May 17, 2016.

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CALEXICO
AND
AMERINATIONAL COMMUNITY SERVICES**

ARTICLE 1. PARTIES AND DATE

This Second Amendment to the Professional Services Agreement (“Second Amendment”) dated as of the 2nd day of December 2020 is entered into by and between the City of Calexico (“City”) and AmeriNational Community Services (“Consultant”).

ARTICLE 2. RECITALS

2.1 City and Consultant entered into that certain Professional Services Agreement dated May 17, 2016 (“Agreement”).

2.2 City and Consultant entered into the First Amendment to the Professional Services Agreement on February 5, 2020, that covers the period between May 17, 2016 through December 31, 2020.

2.3 City and Consultant now desire to amend the First Amendment to the Agreement and extend the Agreement until December 2021 on the same terms and conditions.

ARTICLE 3. TERMS

3.1 Section 2, Time of Performance, is hereby being revised in its entirety as follows:

“2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City. All such works shall be completed no later than *December 31, 2021*. Time is of the essence for every provision of this agreement that states a time for performance and for every deadline imposed by the City.”

3.2 Continuing Effect of Agreement. Except as amended by this Second Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Second Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

3.3 Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

3.4 Counterparts. This Second Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF CALEXICO

AMERINATIONAL COMMUNITY SERVICES

By: _____
Rosie Arreola-Fernandez, Mayor

By: _____
Its: _____

Date: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Best Best & Krieger LLP
City Attorney

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CALEXICO
AND
AMERINATIONAL COMMUNITY SERVICES**

ARTICLE 1. PARTIES AND DATE

This First Amendment to the Professional Services Agreement (“First Amendment”) dated as of the 5th day of February 2020 is entered into by and between the City of Calexico (“City”) and AmeriNational Community Services (“Consultant”).

ARTICLE 2. RECITALS

2.1 City and Consultant entered into that certain Professional Services Agreement dated May 17, 2016 (“Agreement”).

2.2 City and Consultant now desire to amend the Agreement and extend the Agreement until December 2020 on the same terms and conditions.

2.3 With this First Amendment, the Agreement now covers the period between May 17, 2016 through December 31, 2020.

ARTICLE 3. TERMS

3.1 Section 2, Time of Performance, is hereby being revised in its entirety as follows:

“2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City. All such works shall be completed no later than *December 31, 2020*. Time is of the essence for every provision of this agreement that states a time for performance and for every deadline imposed by the City.”

3.2 Continuing Effect of Agreement. Except as amended by this First Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

3.3 Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

3.4 Counterparts. This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF CALEXICO

AMERINATIONAL COMMUNITY SERVICES

By: Bill Hodge
Bill Hodge, Mayor

By: Danielle Thomas
Its: CFD

Date: 2-7-2020

Date: 2-25-2020

ATTEST:

Garcia
Gabriela T. Garcia, City Clerk

APPROVED AS TO FORM:

CC
Carlos Campos, City Attorney
Best Best & Krieger LLP

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the 17th day of May, 2016, by and between the City of Calexico ("City") and AmeriNational Community Services ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner. Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time.
2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City. All such work shall be completed no later than *May 18, 2019*. Time is of the essence for every provision of this agreement that states a time for performance and for every deadline imposed by the City.
3. Compensation. Compensation to be paid to Consultant shall be as set forth in Exhibit B, which is attached hereto and incorporated herein by reference. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the

property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

6. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

7. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by and during this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

8. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

9. Indemnity. Consultant agrees to indemnify, including the cost to defend, the City, and its officers, agents and employees from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence, willful misconduct or defects in design by

the City or its agents, servants, or independent contractors who are directly responsible to the City, or the active negligence of the City.

To the fullest extent permitted by law, the Consultant shall (1) immediately defend and (2) indemnify the City, and its councilmembers, officers, agents, and employees from and against all liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

(b) The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its councilmembers, officers, agents, and employees, immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

(c) The review, acceptance or approval of the City's work or work product by any indemnified party shall not affect, relieve or reduce the City's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

10. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her

employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

iv. Errors and Omissions Liability. Consultant shall maintain errors and omissions liability insurance for all work performed under this Agreement in an amount of not less than one million dollars (\$1,000,000).

b. Policy Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City of Calexico, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

v. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance and Endorsements. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

11. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

12. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall obtain a City of Calexico Business License.

13. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Imperial, California.

16. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

17. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

18. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

19. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

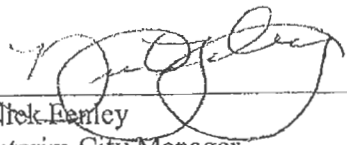
20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

21. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

*****SIGNATURES ON FOLLOWING PAGE*****

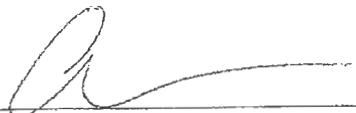
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF CALEXICO:



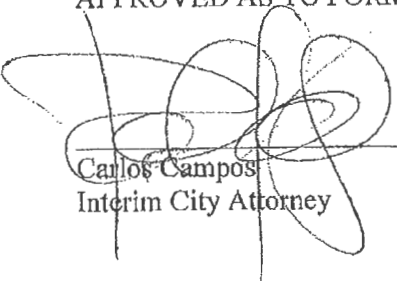
Nick Parley
Interim City Manager

CONSULTANT:



AmeriNational Community Services

APPROVED AS TO FORM:



Carlos Campos
Interim City Attorney

ATTEST:



Gabriela Garcia
Deputy City Clerk



**CALEXICO CITY COUNCIL/CALEXICO REDEVELOPMENT SUCCESSOR
AGENCY/CALEXICO FINANCING AUTHORITY
REGULAR MEETING AGENDA**

**City of Calexico
Fernando "Nene" Torres Council Chambers
608 Heber Avenue
Calexico, California
www.calexico.ca.gov**

**Tuesday, May 17, 2016
6:30 p.m.**

Council Members

**Joong S. Kim, Mayor/Chairman
Luis J. Castro, Mayor Pro Tem/Vice Chair
Armando Real, Councilman
Maritza Hurtado, Councilwoman
John M. Moreno, Councilman**

Interim City Manager

Nick Fenley

Interim City Attorney

Carlos Campos

City Clerk

Gabriela T. Garcia

**Next City Ordinance Number: 1170
Next City Resolution Number: 2016-10**

CLOSED SESSION AGENDA

5:00 P.M.

CALL TO ORDER

Roll Call.

Public Comments.

(Not to Exceed 3 Minutes) This is the time for the public to address the City Council on Closed Session Items only. The Mayor will recognize you and when you come to the microphone, please state your name and place of residence for the record. While members of the public are encouraged to participate, it is unlawful to disturb or delay the Council meeting with personal or slanderous remarks. The City Council is prohibited by State law from taking action or discussing items not included on the printed agenda. Please direct your questions and comments to the City Council.

Adjourn to Closed Session.

A "Closed" Session of the City Council/Calexico Community Redevelopment Agency Successor Agency/ Calexico Financing Authority may be held in accordance with state law which may include, but is not limited to, the following types of items: personnel matters, labor negotiations, security matters, providing instructions to real property negotiators and conference with legal counsel regarding pending litigation. The Closed Session will be held in the City Hall Conference Room located at 608 Heber Avenue, Calexico, California. Any public comment on Closed Session items will be taken before the Closed Session. Any required announcements or discussion of Closed Session items or actions following the Closed Session will be made in the City Council Chambers, 608 Heber Avenue, Calexico, California.

CLOSED SESSION

1. PUBLIC EMPLOYEE APPOINTMENT
Government Code 54957 (b)
Title: City Manager
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation, Pursuant to Government Code Section 54956.9(d)(2)(e)(1)
Two (2) potential cases
3. CONFERENCE WITH LABOR NEGOTIATORS
Agency Representatives: City Manager, City Attorney
Employee Organizations: Police Officers Association, Fire Fighters Association, Supervisors Association, Certified Operators Association/SEIU Local 221, Calexico Municipal Employees Association.
(Govt. Code Section 54957.6).

**CALEXICO CITY COUNCIL/CALEXICO REDEVELOPMENT
SUCCESSOR AGENCY/CALEXICO FINANCING AUTHORITY
REGULAR SESSION AGENDA
6:30 P.M.**

CALL TO ORDER

Call to Order and Attendance.
Pledge of Allegiance.
Closed Session Announcements.
Approval of the Agenda.

ANNOUNCEMENTS

These proceedings may be viewed on the City of Calexico website at www.calexico.ca.gov the Friday following the City Council meeting.

PRESENTATIONS

4. Proclamation for Immigrant Heritage Month – June 2016.

PUBLIC COMMENTS AND PUBLIC APPEARANCES

NOTE: (Not to Exceed 3 Minutes) This is the time for the public to address the City Council on any item not appearing on the agenda that is within the subject matter jurisdiction of the City Council. The Mayor will recognize you and when you come to the microphone, please state your name and place of residence for the record. While members of the public are encouraged to participate, it is unlawful to disturb or delay the Council meeting with personal or slanderous remarks. If the item you wish to comment on is a closed session or consent item, please comment now. The City Council is prohibited by State law from taking action or discussing items not included on the printed agenda. If the item you wish to comment on is on the public portion of the agenda, we will take your comment when we get to the item on the agenda. Please direct your questions and comments to the City Council.

CITY COUNCIL COMMENTS AND REPORTS OF MEETINGS ATTENDED

CITY MANAGER'S REPORT

CONSENT AGENDA

All matters listed under the Consent Calendar are to be considered routine by the City Council/Calexico Community Redevelopment Agency Successor Agency or Calexico Financing Authority and will be enacted by one motion in the form listed. Any item may be removed from the Consent Calendar and considered separately by the City Council.

5. Approval of City Council/Calexico Community Redevelopment Agency Successor Agency/Calexico Financing Authority Minutes for Meeting of May 3, 2016.
6. Warrants from April 27th to May 5th 2016 & City Salaries & Benefits from April 16th to April 29th 2016.
7. Approval of Resolution Delegating Liability Claims Handling Responsibilities to Hazelrigg Claim Management Services, Third Party Claims Administrator (TPA).
8. Application for Alcoholic Beverage License for North County Investments, Inc., Sky Fuel, 724 Emerson Avenue, Suite A, Calexico, CA 92231.
9. Application for Alcoholic Beverage License for 5 Brothers Fuel Stop, Inc., 105 W. Cole Blvd., Calexico, CA 92231.

ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

DISCUSSION AND POTENTIAL ACTION ITEMS

10. General Fund Update and Development of a Financial Work-Out Plan.
11. Allocation of \$678,750 from the 2014 Measure "H" Sales Tax/Lease Revenue Bonds to the City's General Fund to Balance Fiscal Year 2014-2015.
12. Set Public Hearing Date to Ratify Planning Commission Approval of Abandonment of Sheridan Street between Harold Avenue and Ollie Avenue.
13. Consideration of the following Ordinances:
 - a) Ordinance No. 1170 An Urgency Ordinance of the City Council of the City of Calexico, California, Enacted Pursuant to California Government Code Section 36937 Adding Chapter 5.98 to the City of Calexico Municipal Code Prohibiting Off-Site Display and Sale of Automobiles in the City.
 - b) Ordinance No. 1171 An Ordinance of the City Council of the City of Calexico, California, Adding Chapter 5.98 to the City of Calexico Municipal Code Prohibiting Off-Site Display and Sale of Automobiles in the City.
14. Funding of \$1 Million Contribution towards the Calexico Swimming Pool Project.
15. Authorize Interim City Manager to Sign Change Order No. 1 with R.E. Schultz, Inc. in the amount of \$28,000.00 for the Installation of Playground Equipment, Canopy and Safety Surfacing at Heber Park and Rockwood Plaza Park.
16. Discussion on City Fund Balances.
17. Appointment to the Charter Committee by Council Member Hurtado.
18. Consideration to Consolidate City Commissions, Boards and Committees.

- 19. Award Request for Proposal to AmeriNational Community Services to Provide Loan Portfolio Services for the City of Calexico Housing Programs and Authorize Interim City Manager to Sign Services Agreement with AmeriNational Community Services.
- 20. Appointment by Mayor and Council Members to Various Commissions, Boards and Committees:
 - a) Business Improvement District – Appointments by Mayor Kim & Council Member Hurtado
 - b) Recreation Commission – Appointments by Mayor Kim & Council Member Real
 - c) Financial Advisory Board – Appointments by Council Member Hurtado
 - d) Senior Citizens Commission – Appointment by Council Member Moreno
 - e) Street Naming Committee – Appointments by Council Member Real & Council Member Moreno
 - f) Historical Commission – Appointment by Council Member Hurtado
 - g) Beautification Commission – Appointments by Council Members Real & Council Member Hurtado
 - h) Library Board – Appointment by Council Member Castro & Council Member Real
 - i) Police Advisory Commission - Appointment by Council Member Real & Council Member Castro
 - j) Planning Commission - Appointment by Council Member Real
 - k) Measure H Committee - Appointments by Council Members Real & Council Member Hurtado

INFORMATIONAL ITEMS

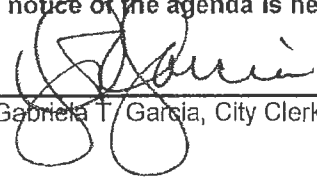
- 21. Status Report on Financial Audit.
- 22. Department Revenue/Expense Comparison Report.

FUTURE AGENDA ITEMS

ADJOURNMENT

It is the intention of the City of Calexico to comply with the Americans with Disabilities Act in all respects. If you are a person with a disability who requires a disability-related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, please request such modification or accommodation from the City Clerk at (760) 768-2102. Notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to the meeting. Please advise us at the time whether you will require accommodations to participate in meetings on a regular basis. Any person affected by any application on this agenda may submit their concerns in writing prior to the meeting or appear in person and be heard in support or opposition to the proposal at the time the matter is considered on the agenda. The staff reports, applications and environmental documents may be viewed at either the office of the office of the City Clerk, 608 Heber Avenue from 8:30 a.m. until 5:30 p.m. Monday through Thursday, except legal holidays. Telephone inquiries may be made at (760) 768-2102. If you challenge any agenda issue in court, you may be limited to raising only those issues that you or someone else raised at the public meeting described in this notice, or in written correspondence delivered to the City of Calexico at, or prior to, the public meeting.

This notice of the agenda is hereby certified to have been posted on or before 8:30 p.m., May 13, 2016.



Gabriela T. Garcia, City Clerk

8:30 p.m. / May 13, 2016.

Time/Date

not have a full report to provide on available funds. He stated there are limited funds to help the general funds. He advised funds other than Measure H are restricted for projects.

Council Member Moreno left the chambers at 9:38 p.m.

Council Member Hurtado asked what was meant by trying to find resources. She stated that Council needs to be aware of the funds available to expenditures and need to know where the cash is. Eduardo stated he meant funds for projects that are not general funds operations. The funds that are available are for specific projects. Ms. Hurtado asked when the fund balances would be available. Mr. Gutierrez advised final numbers will be known until September.

Council Member Moreno returned to chambers at 9:42 p.m.

Mayor Kim asked Mr. Fenley about the CFD funds. Mr. Fenley advised the CFD funds are for maintenance of the storm water facility and minor incidentals for both park and storm water system.

Mr. Gutierrez stated that based on recommendation by the consultant and in order for the City to continue to build projects to promote the new budget is needed and will continue to research this matter. Council acknowledged receipt.

APPOINTMENT TO THE CHARTER COMMITTEE BY COUNCIL MEMBER HURTADO.

Appointment by Council Member Hurtado – Flavio Grijalva.

CONSIDERATION TO CONSOLIDATE CITY COMMISSIONS, BOARDS AND COMMITTEES.

Council Member Real stated this is important to do because it is taking too much time from staff. Council Member Moreno concurred and suggested for this to happen at the next election cycle when new members are appointed. Motion was made by Council Member Real to consolidate the City Commissions, Boards and Committees after December 2, 2016. Motion was seconded by Council Member Moreno and passed by the following vote to wit:

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

AWARD REQUEST FOR PROPOSAL TO AMERINATIONAL COMMUNITY SERVICES TO PROVIDE LOAN PORTFOLIO SERVICES FOR THE CITY OF CALEXICO HOUSING PROGRAMS AND AUTHORIZE INTERIM CITY MANAGER TO SIGN SERVICES AGREEMENT WITH AMERINATIONAL COMMUNITY SERVICES.

Mayor Kim requested the AmeriNational Report for next meeting.

Motion is made by Council Member Real to Award Request for Proposal to AmeriNational Community Services to Provide Loan Portfolio Services for the City of Calexico Housing Programs and Authorize Interim City Manager to Sign Services Agreement with AmeriNational Community Services. Second by Council Member Moreno and passed unanimously.

APPOINTMENT BY MAYOR AND COUNCIL MEMBERS TO VARIOUS COMMISSIONS, BOARDS AND COMMITTEES:

a) Business Improvement District – Appointments by Mayor Kim & Council Member Hurtado

Appointment by Council Member Hurtado – Jesus Escobar

b) Recreation Commission – Appointments by Mayor Kim & Council Member Real

No Appointments made.

c) Financial Advisory Board – Appointments by Council Member Hurtado

Appointment by Council Member Hurtado – Manny Manuel Hernandez

d) Senior Citizens Commission – Appointment by Council Member Moreno

No Appointment made.

e) Street Naming Committee – Appointments by Council Member Real & Council Member Moreno

No Appointments made.

f) Historical Commission – Appointment by Council Member Hurtado

Appointment by Council Member Hurtado – Angel Esparza

g) Beautification Commission – Appointments by Council Members Real & Council Member Hurtado

Appointment by Council Member Hurtado – Gustavo Escobar

h) Library Board – Appointment by Council Member Castro & Council Member Real

No Appointments made.


i) Police Advisory Commission - Appointment by Council Member Real & Council Member Castro

Appointment by Council Member Real – Czar Andres Tafoya

ADJOURNMENT

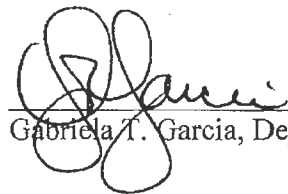
Council concurred to move the City Council meeting from June 7, 2016 to June 8, 2016 due to the general election.

There being no further business, meeting was adjourned at 10:05 p.m.



Joong S. Kim, Mayor

ATTEST



Gabriela T. Garcia, Deputy City Clerk