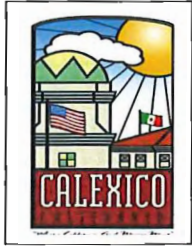


**AGENDA  
ITEM**


**17**




# AGENDA STAFF REPORT

**DATE:** June 15, 2022

**TO:** Mayor and City Council

**APPROVED BY:** Diego Favila, Interim City Manager 

**PREPARED BY:** Norma Gerardo, Recreation Manager 

**SUBJECT:** Authorize Interim City Manager to Sign Joint Use Agreement Between the Calexico Unified School District and the City of Calexico and Adopt Proposed Budget Amendment Resolution Approving the Transfer of FEMA/Disaster Recovery Funds (ARPA) to Summer Pool Program

=====

## Recommendation:

Authorize Interim City Manager to sign Joint Use Agreement Between the Calexico Unified School District and the City of Calexico and Adopt Proposed Budget Amendment Resolution Approving the Transfer of FEMA/Disaster Recovery Funds (ARPA) to Summer Pool Program.

## Background:

On or about May 14, 2014, the Calexico Unified School District and the City of Calexico entered into a Memorandum of Understanding for the design, planning, construction, and operation of the swimming pool facilities and related facilities on the Calexico High School campus, located at 1030 Encinas Avenue, Calexico, California 92231. The pool facilities were completed and are in use by the School District and the City.

The Calexico Unified School District and the City of Calexico, in the past, have collaborated and signed memorandum of understanding for the provision of successful summer pool programs. At the meeting of June 1, 2022, City Council provided direction to staff to collaborate with the Calexico Unified School District for the provision of this year's summer pool program. The program could run for up to ten (10) weeks for a total cost of \$54,011.54. The Calexico Unified School District and the City of Calexico are expecting donations in the amount of \$12,100. Thus, leaving a remaining cost to the City of \$41,912.

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The American Rescue Plan Act of 2021 (ARPA) appropriated \$19.53 billion to states for distribution to local governments serving populations under 50,000. The final amount allocated to the City of Calexico is \$9,526,487.

The overall expenditures and allocations of the City's ARPA funds are as follows:

Total Allocation	9,526,487
Prior Budget – Employee payments – 2 <sup>nd</sup> Q Report	<u>(1,030,000)</u>
Remaining Allocation to be budgeted	8,496.487
Expenditures	
<u>October 6, 2022 City Council Agenda</u>	
Public Safety Vehicles	(1,278,000)
<u>March 16, 2022 City Council Agenda, Option B</u>	
Downtown Rehabilitation	(3,000,000)
Essential Worker Relief Program	(1,000,000)
Outreach Specialist	(180,000)
Emergency Response Equipment/Ambulance	(1,000,000)
Public Facilities/IT Upgrades	(1,000,000)
City Broadband Infrastructure	(450,000)
Emergency Park Infrastructure	(500,000)
<u>3<sup>rd</sup> Quarter Budget Amendment</u>	
Fire Station Improvements	(200,000)
Contingency/From Project Saving	<u>111,513</u>
	(8,496,487)

**Discussion & Analysis:**

Due to the pressing need for the City to provide a Summer Pool Program to its residents, City staff recommends that the City Council of the City of Calexico authorizes Interim City Manager to sign Joint Use Agreement Between the Calexico Unified School District and the City of Calexico and Adopt Proposed Budget Amendment Resolution Approving the Transfer of FEMA/Disaster Recovery Funds (ARPA) from Outreach Specialist to Summer Pool Program.

**Fiscal Impact:**

\$41,912 Fund #255 – FEMA/Disaster Recovery Fund (ARPA).  
No impact to the General Fund.

**Coordinated With:**

Human Resources Department.  
Finance Department.  
Calexico Unified School District.

**Attachment:**

1. Joint Use Agreement Between the Calexico Unified School District and the City of Calexico.
2. Budget Amendment Resolution.

**JOINT USE AGREEMENT  
BETWEEN THE CALEXICO UNIFIED SCHOOL DISTRICT  
AND THE CITY OF CALEXICO**

This Joint Use Agreement (“AGREEMENT”) is entered into this 1<sup>st</sup> day of June 2022 (“Effective Date”), by and between the CALEXICO UNIFIED SCHOOL DISTRICT (“DISTRICT”) and the CITY OF CALEXICO (“CITY”), sometimes collectively referred to as the Parties.

**RECITALS**

WHEREAS, on or about May 14, 2014, DISTRICT and CITY entered into a Memorandum of Understanding for the design, planning, construction, and operation of the swimming pool facilities and related facilities on the Calexico High School campus, located at 1030 Encinas Avenue, Calexico, California 92231 (“Pool Facilities”);

WHEREAS, the Pool Facilities have been completed and in use by the DISTRICT and CITY;

WHEREAS, the Community Recreation Act, Education Code section 10900 et seq., encourages and authorizes public entities to organize, promote, and conduct community recreation programs for the development of good citizenship and attainment of general educational and recreational objectives for children and adults in California;

WHEREAS, pursuant to Education Code section 17527, et seq., DISTRICT is authorized to enter into joint use agreements “to make vacant classrooms or other space in operating school buildings available . . . to other school districts, educational agencies, except private educational institutions which maintain kindergarten or grades 1 to 12, inclusive, governmental units, nonprofit organizations, community agencies, professional agencies, commercial and noncommercial firms, corporations, partnerships, businesses, and individuals . . .”;

WHEREAS, Education Code sections 17527 through 17538 authorize the governing board of any school district to enter into an agreement for the joint use of operating school property if the joint use does not (1) interfere with the educational program or activities of the school, (2) unduly disrupt residents in the surrounding neighborhood, or (3) jeopardize the safety of school children;

WHEREAS, DISTRICT, pursuant to section 17529 of the Education Code, has determined that permitting CITY to jointly use the Pool Facilities will not (1) interfere with the educational programs or activities of any school or class conducted on the school site, (2) unduly disrupt the residents in the surrounding neighborhood, or (3) jeopardize the safety of the children at the school site;

WHEREAS, the Parties wish to provide a summer community pool program at the Pool Facilities (“Program”); and

WHEREAS, the Parties have agreed to share certain costs and responsibilities for operating the Pool Facilities for the summer community pool programs on or about June 11, 2022, through August 20, 2022;

NOW THEREFORE, DISTRICT, and CITY agree as follows:

1. **Use of Property.** DISTRICT agrees to allow use of the Pool Facilities by CITY for the operation of the CITY-sponsored summer swim programs and public access to the Pool Facilities. DISTRICT, and CITY have agreed upon a collaborative effort for a summer schedule for CITY-sponsored summer swim programs and public access to the Pool Facilities. Pending funding, it is anticipated that the summer schedule will begin on or about June 11, 2022, and end on or before August 20, 2022. A copy of a proposed schedule is attached as Exhibit A.

2. **Scheduled Budget.** DISTRICT, and CITY have agreed to monitor and audit, on a weekly basis, any and all funds and expenditures designated for this project.

- i. The DISTRICT audit representative will be Fabiola Calderon, Accounting Supervisor.
- ii. The CITY audit representative will be Norma Gerardo, Recreation Manager.

3. **Term.** The Term of the AGREEMENT shall be three (3) years, commencing on June 1, 2022 (“Commencement Date”) and expiring on May 31, 2025 (“Initial Term”).

At Parties’ discretion, this AGREEMENT may be extended on mutually agreed upon terms and conditions beyond the Initial Term for additional one (1) year terms (each, a “Renewal Term”, collectively with the Initial Term, the “Term”), and the Parties may mutually agree to further renewal of this AGREEMENT after the initial Renewal Term; provided, as a condition precedent to any Renewal Term, the DISTRICT must be able to make the Joint Use findings as required by Section 17529 of the Education Code, namely that the CITY’s use of the Pool Facilities will not do any of the following: (a) interfere with the educational program or activities of the DISTRICT; (b) unduly disrupt the residents in the surrounding neighborhood; or (c) jeopardize the safety of the children of the school.

4. **CITY Responsibilities.** The CITY will be responsible, for the following:

- A. Registration for the CITY-sponsored summer swim programs.
- B. Assist with the selection of the instructors for the CITY-sponsored summer swim programs.
- C. Monitoring of the instructors and CITY-sponsored summer swim programs.
- D. Advertising for the CITY-sponsored summer swim programs.
- E. Funding the DISTRICT for their share cost associated in running the 2022 Summer Pool Program as depicted in Exhibit B.
- F. Seeking funding/donations to offset program costs.

G. The CITY's liaison for the summer swim program is Norma Gerardo, ADDRESS: 707 Dool Ave., Calexico, CA 92231. (760) 768-2176

a. **DISTRICT Responsibilities.** The DISTRICT will be responsible, for the following:

A. Providing access to the Pool Facilities for the CITY-sponsored summer swim programs and public access in accordance with the proposed schedule. (See Exhibit A.)

B. Maintenance of the Pool Facilities, as follows:

(a) Sundays, the pool shall be completely closed to the public to allow district personnel to clean the entire pool and provide proper recommended maintenance and perform required water testing.

(b) Mondays, the pool shall be completely closed to the public and school district to allow swimming pool water, the pool pH, pool Alkalinity, chlorine stabilizer, and pool calcium hardness levels to settle.

C. Hiring lifeguards and pool manager. It is anticipated that the DISTRICT will hire as many as 11 lifeguards, if available, from June 11, 2022, to August 20, 2022, for the CITY-sponsored summer swim programs and public access in accordance with the agreed-upon schedule.

D. Seeking funding/donations to offset program costs.

E. The DISTRICT's contact person for this AGREEMENT is Maribel Paez, Assistant Superintendent of Business Services.

5. **Fingerprinting and Criminal Background Verification.** If CITY uses Pool Facilities during school hours, CITY shall be responsible for requesting and coordinating DISTRICT assistance with compliance with all applicable fingerprinting and criminal background investigation requirements for its employees, as applicable, as described in Education Code Section 45125.1. DISTRICT shall provide such fingerprinting and criminal background investigation requirements, if required, upon request of CITY and the costs of such investigation (including third-party costs) shall be borne by CITY. CITY shall obtain written verification of compliance with the aforementioned fingerprinting and criminal background investigation requirements prior to each individual's commencement of employment or participation in CITY-sponsored summer swim programs and prior to permitting contact with any pupils.

6. **Insurance.** CITY agrees to provide insurance with the following limits during the CITY-sponsored summer swim programs:

- A. General liability insurance and automobile insurance with a combined single limit of not less than \$1,000,000.00, with the DISTRICT named as an additional insured.
- B. Workers' Compensation insurance for any CITY employees who either instruct or monitor the CITY-sponsored swim programs on DISTRICT property.
- C. CITY's Property Insurance. CITY acknowledges that the insurance to be maintained by DISTRICT on the Pool Facilities will not insure any of CITY's property. CITY shall be responsible, at its own expense, for maintaining in full force and effect an insurance policy on all of its fixtures, equipment, improvements made by CITY and personal property in, about, or on the Pool Facilities. Said policy is to be for "All Risk" coverage insurance to the extent of at least ninety percent (90%) of the insurable value of CITY's property.

**7. Indemnification.**

CITY shall indemnify, protect, defend, save and hold DISTRICT, its officers, employees, and agents, harmless from all claims, actions, damages, liability and expenses, including attorneys' fees and costs, associated with the loss of life, personal injury, and/or damage to property arising from the use of the Pool Facilities by the CITY or arising from the CITY's failure to comply with this AGREEMENT, or otherwise occasioned wholly or in part by any act or omission by CITY, its agents, representatives, employees, invitees or licensees, or from any violation of any federal, state, or municipal law or ordinance, to the extent causes, in whole or part, by the willful misconduct, negligent acts, or omissions of the CITY or its officers, employees, volunteers or agents. CITY shall defend and hold DISTRICT harmless in connection with any claims associated with or arising from the CITY's use of the Pool Facilities. It is understood that the duty of the CITY to indemnify and hold harmless, includes but is not limited to, the duty to defend as set forth in Civil Code section 2778.

**8. COVID-19 Guidelines.**

A. CITY acknowledges and represents that CITY shall comply with all applicable federal, state and local laws regarding COVID-19 (collectively, "COVID-19 Protocols"). Further, except to the extent the Order provides otherwise, CITY and CITY's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders (collectively, the "Guidelines").

B. [RESERVED]

C. CITY acknowledges and understands that an inherent risk of exposure to COVID-19 exists in any public place where people are present, such as the DISTRICT's Pool Facilities and related facilities. CITY further acknowledges and understands that the DISTRICT makes no representation or warranty regarding the condition of the Pool Facilities and related facilities with



respect to COVID-19 at any time during this AGREEMENT, and further has no duty or responsibility to ensure the Pool Facilities and related facilities are made clear of COVID-19.

D. CITY's responsibility and liability set forth herein shall include, but is not limited to, taking all steps and actions necessary or required to address the COVID-19 pandemic with respect to this AGREEMENT, including, but not limited to, ensuring that CITY and CITY's employees, volunteers, participants, partners, officers, students, clients, members, agents, contractors, customers, guests, attendees, invitees, staff, and visitors comply with all current and future requirements and recommendations issued by any government agency (including, without limitation, city, county, state, or federal, including its associated agencies) related to the COVID-19 pandemic that are applicable to the use of the Pool Facilities and related facilities, including, without limitation, the COVID-19 Protocols and Guidelines, and as amended, superseded, or updated.

E. CITY agrees that CITY, at its sole cost and expense, shall be solely responsible for developing and enforcing proper protocols and procedures, and otherwise ensuring compliance with these requirements by CITY and CITY's employees, volunteers, participants, partners, officers, students, clients, members, agents, contractors, customers, guests, attendees, invitees, staff, and visitors.

F. CITY shall not use the Pool Facilities or any related DISTRICT facilities if the COVID-19 Protocols and Guidelines will not, or cannot, be met before, during, or after CITY's use. CITY shall stop its use immediately and send all employees, volunteers, participants, partners, officers, students, clients, members, agents, contractors, customers, guests, attendees, invitees, staff, and visitors away if they are observed not to be acting in compliance with the requirements of the COVID-19 Protocols or Guidelines.

G. Additionally, CITY shall have protocols in place and take all precautions necessary to ensure CITY and CITY's employees, volunteers, participants, partners, officers, students, clients, members, agents, contractors, customers, guests, attendees, invitees, staff, and visitors do not enter the Pool Facilities and related facilities, or other DISTRICT property when they are experiencing COVID-19-related symptoms, and do not return until they have met applicable criteria to discontinue home isolation. CITY understands and agrees that CITY will promptly notify DISTRICT upon learning or discovering someone is or becomes infected or sick with corona-virus or COVID-19, and shall inform DISTRICT, to the extent possible, of all areas on the Pool Facilities used or visited by said person.

H. CITY understands and acknowledges that, due to the ongoing COVID-19 pandemic, there are certain risks inherent in visiting public spaces, such as the Pool Facilities and related facilities, and/or engaging in activities, gatherings, or events with or within proximity of others, including, without limitation, accident, personal or bodily injury, illness, disease, viral or bacterial exposure or infection, and/or death, and that engaging in such activities may be dangerous. CITY agrees that DISTRICT cannot ensure the safety of CITY or CITY's employees, volunteers, participants, partners, officers, students, clients, members, agents, contractors, customers, guests, attendees, invitees, staff, attendees, family, heirs and visitors from risks associated with COVID-19 or other related or similar pandemics or other infectious diseases, sickness, or ailments. CITY, on behalf of itself and its employees, volunteers, participants, partners, officers, students, clients, members, agents, contractors, customers, guests, attendees, invitees, staff, attendees, family, heirs, visitors, and all other related persons, agents, and entities

(collectively and individually, "CITY's Contacts"), HEREBY ACKNOWLEDGES AND ASSUMES FULL RESPONSIBILITY FOR AND RISK (KNOWN AND UNKNOWN) OF ACCIDENT, PERSONAL OR BODILY INJURY, SICKNESS, ILLNESS, VIRAL OR BACTERIAL EXPOSURE OR INFECTION, HOSPITALIZATION, LOSS OF PERSONAL PROPERTY, QUARANTINES, AND/OR DEATH AND ALL RELATED COSTS AND EXPENSES to CITY or any member of CITY's Contacts from, or in any way associated with, COVID-19 or other related or similar pandemic or infectious disease, sickness, or ailment that directly or indirectly results from, arises out of, or in any manner is connected with CITY's or CITY's Contacts use of or presence in, upon, or about the Pool Facilities and related facilities. This assumption of responsibility and risk includes, without limitation, all KNOWN AND UNKNOWN RISKS AND DANGERS, INHERENT OR OTHERWISE.

I. To the fullest extent permitted by California law, CITY releases DISTRICT, its Board and individual members of the Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (collectively, the "DISTRICT") from and against any and all actions, claims, suits, demands, costs (including, without limitation, attorneys' fees and costs), losses, penalties, expenses, fines, harms, and liabilities of any kind, nature, and description ("Claims") directly or indirectly resulting from, arising out of, or in any manner connected with CITY's use of or presence in, upon, or about the Pool Facilities and related facilities or CITY's performance of the AGREEMENT, including, but not limited to, the risks from COVID-19. CITY understands and agrees that this release includes any Claims based on the actions, omissions, or negligence of the DISTRICT, whether a COVID-19 infection or exposure occurs before, during, or after CITY's use of the Pool Facilities and related facilities. This waiver and release is intended to discharge the DISTRICT against any and all liability arising out of or connected in any way with CITY's use and occupancy of the Pool Facilities and related facilities, even though that liability may occur or arise out of the negligence or carelessness on the part of the DISTRICT. CITY understands that, by signing this AGREEMENT, CITY is releasing claims and giving up substantial rights, including the right to such, and acknowledges that CITY is doing so voluntarily. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.

9. **Miscellaneous.**

- A. Execution in Counterparts. This AGREEMENT may be executed in any number of separate counterparts, of which so executed shall be deemed an original, and such counterparts shall together constitute one and the same AGREEMENT.
- B. Entire Agreement, Waivers and Amendments. This AGREEMENT and any written agreement entered into by the Parties with respect to the PROJECT identified herein, incorporate all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this AGREEMENT must be in writing and signed by the appropriate authorities of the party to be charged. Any amendment or modification to this AGREEMENT must be in writing and executed by each party.

- C. Governing Law; Venue. This AGREEMENT shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Imperial County, California.
- D. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this AGREEMENT, each party shall bear its own costs of suit, including attorneys' fees.
- E. Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- F. Successor and Assigns. This AGREEMENT shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.
- G. Captions. The captions contained in this AGREEMENT are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.
- H. Severability. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.
- I. Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, this AGREEMENT has been executed as of the Effective Date.

CALEXICO UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
By:

CITY OF CALEXICO

By: \_\_\_\_\_

**EXHIBIT "A"**  
**Proposed Schedule**

## 2022 Summer Recreation Pool Program

**June 11 - July 23 (31 Days)**

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
8am - 9am	Pool Restricted to Summer School & After School Programs						C l o s e d  F o r  C h e m i c a l s
9am - 10am							
10am - 11am							
11am - 12 pm							
12pm -1pm							
1pm - 2pm							
2pm - 3pm							
3pm - 4pm							
5pm - 6pm	Pool Closed	Public Swim	Public Swim	Public Swim	Public Swim & Family Nights (2 Fridays)	Public Swim	
6pm-7pm		Water Aerobics	Water Aerobics	Water Aerobics			
7pm-8pm							
8pm-9pm							

**July 26 - August 20 (20 Days)**

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
8am - 9am	P o o l  C l o s e d	Swimming Lessons	Swimming Lessons	Swimming Lessons	Swimming Lessons	Swimming Lessons	C l o s e d  F o r  C h e m i c a l s
9am - 10am							
10am - 11am							
11am - 12 pm							
12pm -1pm							
1pm - 2pm							
2pm - 3pm							
3pm - 4pm							
5pm - 6pm		Public Swim	Public Swim	Public Swim	Public Swim & Family Nights (1 Friday)	Public Swim	
6pm-7pm		Water Aerobics	Water Aerobics	Water Aerobics			
7pm-8pm							
8pm-9pm							

**EXHIBIT "B"**

**Shared Costs**

## 2022 Summer Recreation Pool Program

CUSD Itemized Expenditures June 11 - July 23 (31 Days)			
Staff Wages 5-Hour Shifts:			
Position	Hourly	Total Hours:	Total Expense:
Pool Manager	\$ 25.00	155	\$ 3,875.00
Lifeguard	\$ 20.00	155	\$ 18,600.00
Pool Tech	\$ 10.50	248	\$ 2,603.17
			\$ 25,078.17
Supplies/Materials/Services:			
Pool Parts & Supplies	\$ 17.67	Daily Rate	\$ 547.67
Maintenance & Repairs	\$ 17.33	Daily Rate	\$ 537.33
Pool Office Supplies	\$ 56.33	One-Time Expense	\$ 56.33
*Uniforms	\$ -	One-Time Expense	\$ -
			\$ 1,143.33
<b>Cost to City</b>	<b>\$</b>		<b>26,221.50</b>

CUSD Itemized Expenditures July 26 - August 20 (20 Days)			
Staff Wages 1, 5-Hour Shift & 1, 3-Hour Shift			
Position	Hourly	Total Hours:	Total Expense:
Pool Manager	\$ 25.00	200	\$ 5,000.00
Lifeguard	\$ 20.00	80	\$ 9,600.00
Lifeguard / Water Safety Instructor	\$ 21.00	80	\$ 8,400.00
Pool Tech	\$ 10.50	160	\$ 1,679.47
			\$ 24,679.47
Supplies/Materials/Services:			
Pool Parts & Supplies	\$ 17.67	Daily Rate	\$ 353.33
Maintenance & Repairs	\$ 17.33	Daily Rate	\$ 346.67
*Swimming Lessons Supplies	\$ -	One-Time Expense	\$ -
**Water Aerobics Instructor	\$ -	Hourly Rate	\$ -
			\$ 700.00
<b>Cost to City</b>	<b>\$</b>	<b>Total Both Sessions:</b>	<b>25,379.47</b>
			<b>\$ 51,600.97</b>

**NOTES**

*Expenditures in Italics are being split 3 ways (District Summer School, After School Program, Recreation Program)*

\* Fully paid by the District's After School Program

\*\* Hired and paid by the City of Calexico

REV 8/1/2022

CITY Itemized Expenditures June 11 - July 23 (31 Days)				
Position	#	Hourly Rate	Total Hours:	Total Expense:
Water Aerobics Instructor	1	\$ 23.50	18	\$ 423.00
Rec Leader for Family Fridays (2 times)	1	\$ 21.30	8	\$ 170.40
Supplies/Materials/Services:				\$ 593.40
DJ Services for Family Fridays (2 times)	2	\$ 200.00		\$ 400.00
Consession Stand Supplies	2	\$ 150.00		\$ 300.00
Materials & Supplies for Famil Fridays	1	\$ 400.00	One-Time Expense	\$ 400.00
				\$ 1,100.00
<b>Cost to City</b>	<b>\$</b>			<b>1,693.40</b>

CITY Itemized Expenditures July 26 - August 20 (20 Days)				
Position	#	Hourly Rate	Total Hours:	Total Expense:
Water Aerobics Instructor	1	\$ 23.50	12	\$ 282.00
Rec Leader for Family Fridays (1 times)	1	\$ 21.30	4	\$ 85.20
Supplies/Materials/Services:				\$ 367.20
DJ Services for Family Fridays (1 times)	1	\$ 200.00		\$ 200.00
Consession Stand Supplies	1	\$ 150.00		\$ 150.00
<b>Cost to City</b>	<b>\$</b>			<b>350.00</b>
				<b>717.20</b>

**Combined Total - Both Sessions: \$ 54,011.57**



EXHIBIT "C"

**FINGERPRINT AND CRIMINAL BACKGROUND CHECK CERTIFICATION**

*In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.*

With respect to the Joint Use Agreement and Lease ("Agreement") between the Calexico Unified School District ("District") and City of Calexico ("Contracting Party"):

*One of the boxes below must be checked with regard to Contracting Party and Contracting Party's personnel (officers, principals, paid or unpaid employees, volunteers, agents, subtenants and subcontractors of Contracting Party who will provide services under the Agreement) ("Contracting Party's Personnel") and the arrangements verified by an authorized representative of District prior to commencement of the Agreement.*

Fingerprinting/Background Check requirements do not apply because Contracting Party/Contracting Party's Personnel will not have any interaction with District pupils based on the type of service being provided, the location at which services will be provided, or for other reason (Specify):

\_\_\_\_\_

Contracting Party/Contracting Party's Personnel qualify for a waiver of fingerprint/criminal background check requirements on the following basis:

\_\_\_ The services provided by Contracting Party/Contracting Party's Personnel are for an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable. [Ed. Code, §45125.1(b)]

\_\_\_ Contracting Party/Contracting Party's Personnel will have no interaction with District pupils that is not under the immediate supervision and control of the pupil's parent/guardian. Enter details of parental supervision:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_ Contracting Party/Contracting Party's Personnel will have no interaction with pupils that is not under the immediate supervision and control of a District employee who has been properly fingerprinted and undergone background checks. Enter details of District employee supervision arrangements:

\_\_\_\_\_

\_\_\_\_\_

- Contracting Party is a sole proprietor who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee, and in accordance with the fingerprinting requirements of Education Code section 45125.1(h), hereby agrees to the District's preparation and submission of fingerprints so that the California Department of Justice may determine (A) that Contracting Party has not been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work or action under the Agreement shall commence until the Department of Justice ascertains that Contracting Party has not been convicted of a felony as defined in Government Code Section 45122.1.
  
- Contracting Party is not a sole proprietor and has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contracting Party's Personnel who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee during the term of the Agreement, and the California Department of Justice has determined (A) that none of Contracting Party's Personnel has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contracting Party performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. A complete and accurate list of Contracting Party's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto. No work or action under the Agreement shall commence until the Department of Justice ascertains that none of Contracting Party's Personnel has been convicted of a felony as defined in Government Code Section 45122.1.

#### **CONTRACTING PARTY CERTIFICATION**

I am a representative of the Contracting Party entering into this Agreement with the District, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the Contracting Party. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Contracting Party's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all Contracting Party's Personnel throughout the duration of the Agreement. **A list of Contracting Party's Personnel is attached hereto as Attachment A.**

Date:

---

Contracting Party:

---

Signature:

---

Print Name:

---

Title:

---

**ATTACHMENT "A"**

**Contracting Party's Personnel**

Name/Company: \_\_\_\_\_

Name/Company: \_\_\_\_\_

Name/Company: \_\_\_\_\_

Name/Company: \_\_\_\_\_

Name/Company: \_\_\_\_\_

Name/Company: \_\_\_\_\_

Name/Company: \_\_\_\_\_

Name/Company: \_\_\_\_\_

Name/Company: \_\_\_\_\_

Name/Company: \_\_\_\_\_

Name/Company: \_\_\_\_\_

Name/Company: \_\_\_\_\_

Name/Company: \_\_\_\_\_

Name/Company: \_\_\_\_\_

Name/Company: \_\_\_\_\_

Name/Company: \_\_\_\_\_

Name/Company: \_\_\_\_\_

If further space is required for the list of personnel, attach additional copies of this page.



BUDGET AMENDMENT RESOLUTION NO. \_\_\_\_\_  
 BUDGET AMENDMENT RESOLUTION OF THE CITY COUNCIL  
 OF THE CITY OF CALEXICO AUTHORIZING AN AMENDMENT  
 TO THE FINAL BUDGET FOR FISCAL YEAR 2021-22

**WHEREAS**, the Final Budget for Fiscal Year 2021-22 was adopted by Resolution No. 2021-24 of the City Council on June 16, 2021; and

**WHEREAS**, the City Council has authorized the amendment of the Final Budget, in accordance with proper governmental accounting and financial reporting practices; and

**WHEREAS**, the American Rescue Plan Act of 2021 (ARPA) appropriates \$ 19 .53 billion to States for distribution to local governments serving a population under 50,000; and

**WHEREAS**, the City is expected to receive \$ 9,526,987 in two installments under ARPA, to be expended or obligated by December 2026; and

**WHEREAS**, the City Council has allocated ARPA Funds to various projects in prior meetings.

**NOW THEREFORE**, the City Council of the City of Calexico hereby resolves and authorizes the following action(s)

**AMENDMENTS TO ADOPTED BUDGET:**

1) Record Revenue Estimates(s)

Fund No.	Department	Division	Account	Sub-Account	Amount
<b>Total</b>					0

2) Record Appropriation(s)

Fund No.	Department	Division	Account	Sub-Account	Amount
<b>Total</b>					0

3) Record Transfer of Funds:

**FROM:**

Fund No.	Department	Division	Account	Sub-Account	Amount
255	91	910	56000	000	\$ 41,912.00
<b>Total</b>					\$ 41,912.00

**TO:**

Fund No.	Department	Division	Account	Sub-Account	Amount
255	91	910	55025	000	\$ 41,912.00
<b>Total</b>					\$ 41,912.00

5)Purpose of Budget Amendment:

Allocations of resources to 2022 Summer Pool Program.

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FINANCE DIRECTOR APPROVAL:

\_\_\_\_\_  
Diego Favila, INTERIM CITY MANAGER

PASSED, APPROVED AND ADOPTED by the City Council of the City of Calexico at the regular meeting this  
15th day of June , 2022.

\_\_\_\_\_  
Javier Moreno, Mayor

ATTEST:

\_\_\_\_\_  
GABRIELA T. GARCIA, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
CARLOS CAMPOS, City Attorney

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

I, Gabriela T. Garcia, City Clerk of the City of Calexico, do hereby certify under the penalty of perjury, that the  
foregoing Resolution No. 2021-\_\_\_, was duly adopted by the City Council at a meeting of said City Council held on  
the 3rd day of February, 2021, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
GABRIELA T. GARCIA, City Clerk  
City of Calexico