

# AGENDA STAFF REPORT

**DATE:** February 21, 2018

**TO:** Mayor and City Council

**APPROVED BY:** David B. Dale, Interim City Manager

**PREPARED BY:** David B. Dale, Interim City Manager *DD*

**SUBJECT:** Authorize Interim City Manager to Sign Amendment 1 to the Agreement for the Calexico West Land Port of Entry Temporary Power Line Relocation (Executed December 2015)

=====

**Recommendation:**

Authorize Interim City Manager to Sign Amendment 1 to the Agreement for the Calexico West Land Port of Entry Temporary Power Line Relocation (Executed December 2015).

**Background:**

GSA is renovating and expanding the Calexico West Land Port of Entry (LPOE) to facilitate cross border inspection activities, to reduce wait times and improve the downtown City vehicle circulation. Non-commercial traffic through the crossing has increased to 15 – 20 thousand vehicles per day, leading to overcrowding and potentially unsafe conditions at the existing smaller inspection facility. To address the needs of the community, GSA is in the process of building a new, larger and safer LPOE facility.

As a part of the new LPOE facility, the project required installation of new Imperial Irrigation District (IID) high voltage power lines as well as the removal of existing high voltage power lines.

**Discussion & Analysis:**

In 2016, New high voltage power lines were installed from an existing IID substation located at 4<sup>th</sup> Street and Emerson along 3<sup>rd</sup> Street to Mary Avenue, under an MOA signed in December 2015. Parties in the MOA included the IID, GSA and the City. This high voltage power line was considered temporary, but was engineered and constructed to permanent standards with future capacity to serve the surrounding area.

AGENDA  
ITEM  
6

By approving this MOA Amendment, the parties now agree that the new high voltage power lines installed by the IID are now considered permanent. IID has indicated in writing that the installed power lines were constructed to permanent standards.

**Fiscal Impact:**

No impact

**Coordinated With:**

Public Works Department  
GSA

**Attachment(s):**

1. MOA signed December 2015 – Temporary Power Line Relocation
2. Amendment 1 to the Agreement for the Calexico West Land Port of Entry Temporary Power Line Relocation
3. Letter from IID dated July 20, 2017
4. Letter from the City of Calexico dated August 15, 2017

**MEMORANDUM OF AGREEMENT  
for the  
CALEXICO LAND PORT OF ENTRY  
TEMPORARY POWER LINE RELOCATION**

This Memorandum of Agreement ("MOA" or "Agreement") is made and entered into by and between the United States General Services Administration ("GSA"), the Imperial Irrigation District ("IID") and the City of Calexico ("City") for the relocation of power lines belonging to IID.

**I. Definitions**

The following are defined terms for purposes of this MOA.

- A. Calexico Land Port of Entry ("Calexico LPOE") means the border crossing facility located at 200 East First Street, Calexico, CA, which is owned by the United States of America, in custody of GSA, for operational use by United States Customs and Border Protection ("CBP").
- B. "Utility Relocation Project" means the relocation of existing high voltage power lines at the Calexico LPOE, and construction of new temporary power lines to service the Calexico LPOE and other IID customers.
- C. "Parties" means GSA, IID and the City. "Party" means one of the aforementioned Parties. IID is the local tariff carrier. The City is the local municipality where the LPOE is located. GSA is a federal executive branch agency.

**II. Purpose**

GSA is renovating and expanding the Calexico LPOE in order to facilitate cross border activities and improve downtown City vehicle circulation. The renovation and expansion project requires relocation of high voltage power lines currently located within Calexico LPOE. This MOA memorializes the agreements between the Parties in regard to the Utility Relocation Project.

///  
///  
///  
///  
///

### III. Agreement

#### A. IID agrees as follows:

1. It has provided a relocation pre-engineering design (Exhibit A) specifying the removal and relocation of the high voltage power lines that are a part of the Utility Relocation Project.
2. It is solely responsible for the design and construction of the new temporary power lines, as well as the removal of the existing power lines, per the relocation engineering design.
3. It shall do work including power reroute and cut over to new lines, de-energizing existing lines, removing existing poles from the Calexico LPOE, and the work in Exhibit B.
4. In regard to item "g" on Exhibit B, IID will complete backfill around the poles in accordance with City specifications, and will complete this work no more than once. IID will not be responsible for correction of deficiencies identified by the City after completion of work.
5. It is solely responsible for coordination, permits, easements, other approvals as needed for the Utility Relocation Project from the City and/or other local authorities.
6. It has sole title to the relocated power line.
7. It is solely responsible for operation and maintenance of the temporarily relocated power lines.
8. Its demolition of the existing power lines at the Calexico LPOE will be scheduled with GSA, and performed in a manner to minimize impact to CBP's activities at the Calexico LPOE, as determined by GSA and/or CBP.
9. Its design, removal and construction work will be completed by no later than February 10, 2016, if it is possible to meet said date through the use of best efforts to complete the project in a commercially reasonable manner. Otherwise, the district shall complete the project as soon as is reasonably practicable using commercially reasonable best efforts. However, if a power related emergency occurs requiring IID to deploy crew elsewhere, IID will immediately notify GSA and provide an estimated completion date, along with weekly updates for completion. IID will make reasonable efforts to procure the necessary construction crews, order materials and begin work quickly upon receipt of funds by GSA.
10. IID shall not request, and GSA will not provide, any funding for the operation or maintenance of the new temporary power lines.
11. IID shall be paid a total of \$612,847.20 in costs for all its work in both relocation pre-engineering design and the Utility Relocation Project, of which \$20,000 has already been paid by GSA for the relocation pre-engineering design.

///  
///  
///  
///

**B. City agrees as follows:**

1. IID's engineering relocation design at Exhibit A is acceptable.
2. It has no objections to, and is in agreement that, IID shall complete all of the work described in this Agreement, including in Exhibit B.
3. It shall provide backfill concrete specifications to IID within 10 calendar days of the execution of this Agreement by all parties.
4. It shall expedite and timely provide permits, easements, and other necessary approvals to IID so that IID may complete the Utility Relocation Project by no later than February 10, 2016.
5. City shall coordinate with IID on traffic management around the project area as reasonably requested by IID.
6. That the temporary relocation of the high voltage power lines may last longer than the duration of the construction project for the Calexico LPOE, and until such time as IID is able to construct permanent power lines.

**C. GSA agrees as follows:**

1. In addition to the \$20,000 previously paid for pre-engineering fees, GSA shall pay IID an additional sum of \$612,878.05 for the Utility Relocation Project in accordance with the plan shown in Exhibit A, including all work mentioned in III.A above and in Exhibit B attached, with such work being completed by no later than February 10, 2016. Payment will be made in advance, by electronic funds transfer, within 15 calendar days of execution of this agreement.

**D. All Parties agree as follows:**

1. GSA will fund relocation of the power lines from its property pursuant to the letter dated December 7, 2015, entitled, "Pre-Eng Fee to Relocate (2) OH Circuits". This funding will be for a total of \$632,878.05.
2. The Utility Relocation Project shall not disrupt power service to the Calexico LPOE or the City, except for an outage of brief duration where such outage cannot be avoided, such to be scheduled a reasonable time in advance with GSA and City for cutover of service to the new temporary power lines.
3. This MOA, the letter "Pre-Eng Fee to Relocate (2) OH Circuits" ("Exhibit C"), and applicable published rules of IID, constitute the whole of the understanding, discussions, and agreement of the Parties.
4. IID and City hold GSA harmless for any injury or damage caused by or as a result of their work on the Utility Relocation Project or due to the relocation of the new temporary power lines, or from demolition and removal of the existing power lines.

///  
///  
///  
///

5. No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise thereupon; but this provision shall not be construed to extend to the Agreement if made with a corporation for its general benefit.

6. IID and City warrant that no person or selling agency has been employed or retained to solicit or secure brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by them for the purposes of securing business. For breach or violation of this provision, the United States shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price the full amount of such commission, percentage, brokerage, or contingent fee.

7. Each of the persons executing this Agreement on behalf of IID and City hereby covenant and warrant that their respective entities is a duly authorized and existing entity, is qualified to do business in California, with full right and authority to enter in this Agreement, and that each and every person signing on behalf of IID and City is authorized to do so.

8. Each Party shall cooperate with the others to complete the Utility Relocation Project and carry out the purposes of this MOA by the deadlines set forth in this MOA since time is of the essence.

9. This MOA shall not be changed, amended, or altered in any way except in writing and executed by all Parties to the MOA.

10. This MOA shall be governed and controlled by applicable federal laws.

11. This MOA may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same MOA.

12. This MOA may be terminated only by mutual agreement of the parties in writing, failure of the City to provide permits/approvals as needed for the Relocation Work, or if during performance of the Utility Relocation Project, events occur to make the completion of the contract impossible without addition of significant funds and none of the Parties can contribute such significant funds.

13. No Party shall be liable to any other Party for any consequential damages in connection with a breach of this Agreement.

### III. Notification and Contacts

The following are the designated points of contact under this MOA for GSA, IID and the City.

GSA: MARK LEVI / JEAN DAKOTA 415-522-3103

IID: Samuel E. Singh, Ignacio Romo 760-482-3300

City: \_\_\_\_\_

///

///

IV. Exhibits

The following exhibits are included as part of this MOA:

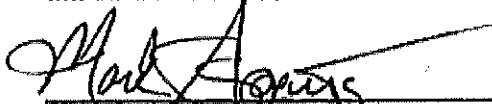
Exhibit A – IID Relocation Pre-Engineering Design

Exhibit B – Additional SOW for IID

Exhibit C - "Pre-Eng Fee to Relocate (2) OH Circuits" dated December 7, 2015.

IN WITNESS WHEREOF, the Parties hereto have executed this MOA, which is effective as of the latest date of execution.

IMPERIAL IRRIGATION DISTRICT



By: Mark Anderson  
Title: Superintendent Custom Ops IV

Date: 12/9/15

UNITED STATES GENERAL SERVICES ADMINISTRATION



By: CYNTHIA CHEN  
Title: CONTRACTING OFFICER

Date: 12/17/15

CITY OF CALEXICO

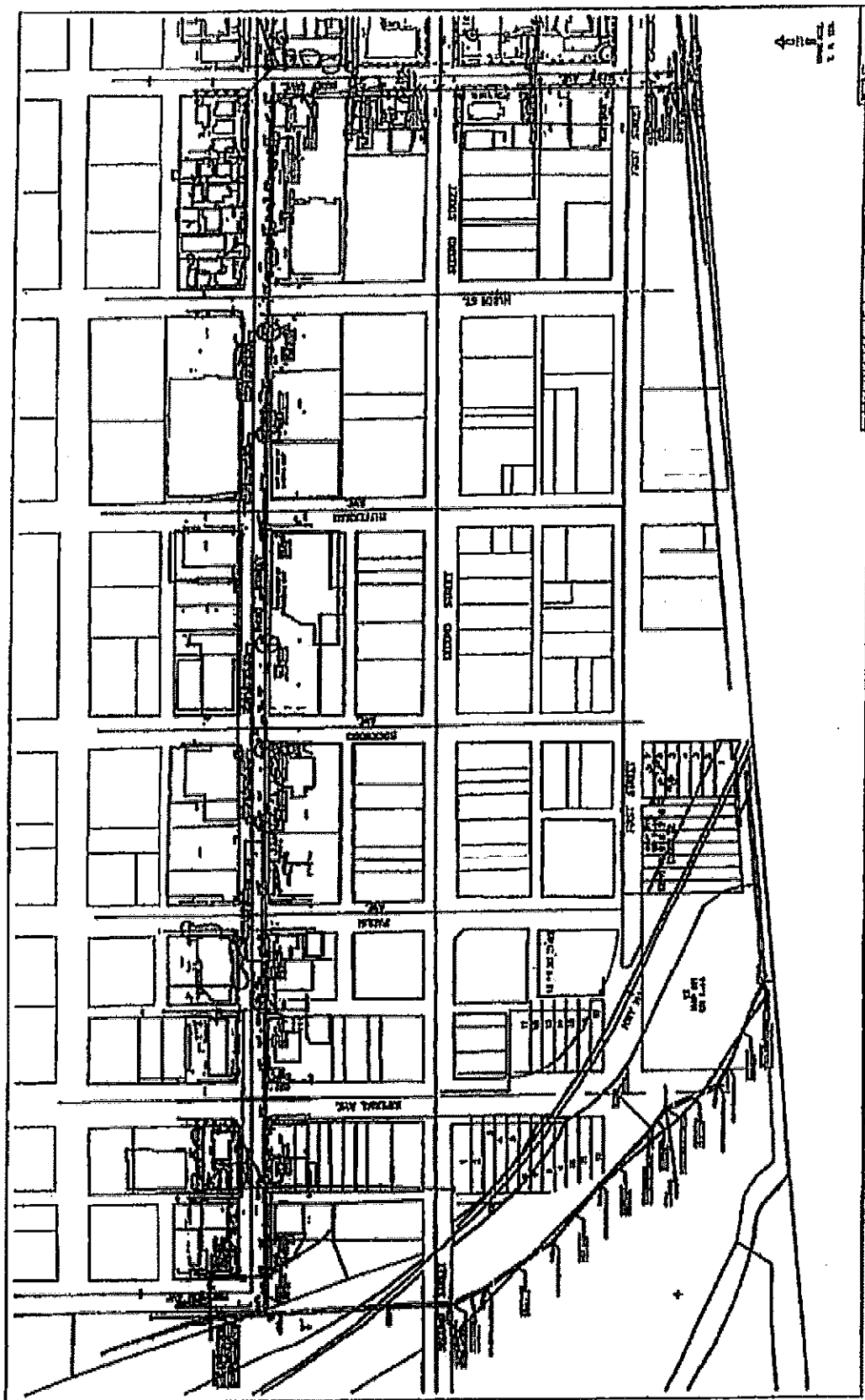


By: NICK FENLEY  
Title: ACTING CITY MANAGER

Date: DEC. 17, 2015

# Exhibit A





# Exhibit B

**Utility Relocation Project – Additional Statement of Work for IID**

**1. Street alternations to Third Street and Mary Street shall be performed by the City of Calexico to include:**

- a. Remove and reroute underground street light conduit at poles, includes excavation of conduit, new conduit and electrical work**
- b. Concrete demolition and removal for pole footing (22 poles with 5' x 5' cutout)**
- c. Flagman (men) to direct traffic, signage (including any detours as needed)**
- d. Water, including in concrete demolition**
- e. Temporary lighting for night work at 5 locations, for item "b" above**
- f. Remove and relocate palm trees (3 total) at Mary Street between 2<sup>nd</sup> and 3<sup>rd</sup> streets and at Mary Street and International Border**
- g. Replace walking surface with concrete / asphalt to avoid Pedestrian safety hazard**
- h. Overtime and week end work to avoid traffic**

# Exhibit C



CUSTOMER OPERATIONS  
P O BOX 937 IMPERIAL, CA 92251

COPY

Date: December 07, 2015.

Customer Acct. # 3403356

GENERAL SERVICES ADMINISTRATION  
PO Box 17181  
FORT WORTH TX 76102

CSP # 4017953

IMPERIAL AVE @ US/MEX BORDER  
CALEXICO CA 92231

Subject: PRE-ENG FEE TO RELOCATE (2) OH CIRCUITS

IID Energy thanks you for giving us the opportunity to serve your electrical needs. To ensure your project is successfully processed, payment in full is required for the balance due. Please send payment to: Imperial Irrigation District C/O Customer Operations P.O Box 937 Imperial, CA 92251. Your CSP number referenced on your method of payment will be greatly appreciated.

Regulation Charges	Amount Quoted	Balance Due
Pre-Engineering Fee	\$ 20,000.00	
Reg 15 Construction Fee	\$ 544,960.20	\$ 544,960.20
Traffic Control	\$ 37,060.00	\$ 37,060.00
Utility Tree Service	\$ 827.00	\$ 827.00
Facilities - Saw Cutting and Removal	\$ 30,030.85	\$ 30,030.85
<b>Total Charges</b>	<b>\$ 632,878.05</b>	<b>\$ 612,878.05</b>

Our Goal is to provide excellent customer service from design to construction. Please ensure requirements 1 & 2 are accomplished or contact Project Manager at 760-482-3300 if you have questions about your project.

**Requirements**

1. Project is paid in full
2. IID inspections are passed

Call your Project Manager once requirements 1 & 2 are accomplished. This allows us to efficiently plan and commit necessary resources to complete your project.

**Important**

1. Failure to acknowledge this quote by 06/04/2016 results in cancellation.
2. After Payment is made in full, actual construction date is subject to material availability (10-16 weeks).
3. Design changes caused by the customer may increase regulation charges.
4. Failure to fulfill payments and IID inspections will result in project delays.
5. Guarantee deposit is also required for new commercial accounts.

Sincerely,

  
Mr. Samuel Ernest Singh  
Project Manager Sr

**AMENDMENT 1**  
**To**  
**Memorandum of Agreement**  
**for the**  
**Calexico West Land Port of Entry**  
**Temporary Power Line Relocation**  
**(Executed in December 2015)**

This is Amendment 1 to that Memorandum of Agreement ("MOA") made and entered into on December 2015, by and between the United States General Services Administration ("GSA"), the Imperial Irrigation District ("IID") and the City of Calexico ("City") for the relocation of powerlines belong to IID ("Original MOA") at the Calexico West Land Port of Entry ("Calexico West LPOE").

**I. Recitals**

A. WHEREAS IID, City and GSA desire to update the terms of the Original MOA:

IID, THE CITY AND GSA MAKE THE FOLLOWING AMENDMENT TO THE ORIGINAL MOA:

**2. Agreement**

THE PARTIES AGREE:

A. The power line relocation described in the Original MOA is now not temporary and is permanent. (See Exhibits 1 and 2 to this Amendment are letters from IID and City expressing approval that power line location is now permanent.)

B. That IID has received just compensation for the relocation of its power lines from the United States of America with nothing further owing to it.

B. The City and IID have separately agreed, as may be required, to the terms of any easements, permits and other necessary approvals in regard to the power line location now exclusively on City property.

C. All other agreements in the Original MOA remain unchanged and in effect.

D. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same Amendment.

**3. Exhibits**

Exhibit 1 – July 20, 2017 Letter from IID

Exhibit 2 – August 15, 2017 Letter from City

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment, which is effective as of the latest date of execution.

IMPERIAL IRRIGATION DISTRICT

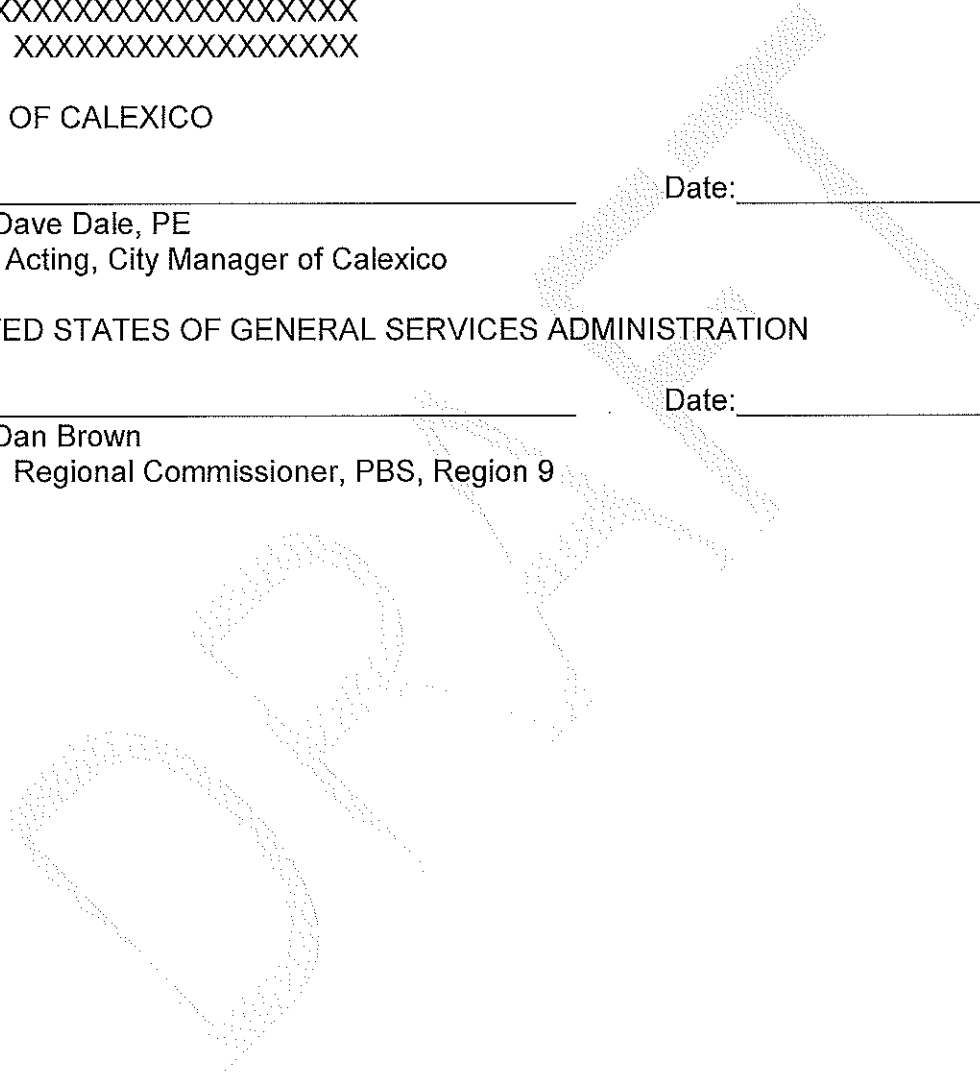
\_\_\_\_\_  
By: XXXXXXXXXXXXXXXXXXXX  
Title: XXXXXXXXXXXXXXXXXXXX  
Date: \_\_\_\_\_

CITY OF CALEXICO

\_\_\_\_\_  
By: Dave Dale, PE  
Title: Acting, City Manager of Calexico  
Date: \_\_\_\_\_

UNITED STATES OF GENERAL SERVICES ADMINISTRATION

\_\_\_\_\_  
By: Dan Brown  
Title: Regional Commissioner, PBS, Region 9  
Date: \_\_\_\_\_





# IID

www.iid.com

*A century of service.*

July 20, 2017

Mr. Armando Villa  
City Manager  
City of Calexico  
608 Heber Avenue  
Calexico, CA 92231

**Subject: Third Street Temporary Overhead Line Construction**

Dear Mr. Villa:

Per Mr. David Dale's e-mail request of July 19, 2017, this letter is to confirm that the overhead power lines installed along Third St. are adequate to meet the capacity to serve the City of Calexico long term. This line was installed utilizing Imperial Irrigation District's (IID) construction standards to remain at this location on a permanent basis.

IID's inclination is for the power line to remain overhead for the following reasons:

1. Faster response for operation and maintenance
2. Minimize troubleshooting by detecting and correcting line faults
3. Load transfer flexibility

Please feel free to contact me if you have any questions or require further information.

Sincerely,

Rick M. Torres  
Supervisor Distribution  
Imperial Irrigation District

cc: Enrique De Leon, IID  
Carlos Vasquez, IID  
Ezequiel Pacheco, IID  
Ignacio Romo, IID





# CITY OF CALEXICO

608 Heber Ave.  
Calexico, CA 92231-2840  
Tel: 760.768.2160  
Fax: 760.768.0992  
www.calexico.ca.gov

August 15, 2017

K. Scott Shin  
Project Manager - Design & Construction Division  
Special Projects Branch  
50 United Nations Plaza  
Suite 3468  
San Francisco, CA

**Re: Overhead Power Lines on Third Street from Emmerson Avenue to Mary Avenue**

Dear Mr. Shin:

Per the Imperial Irrigation District (IID) letter dated July 20, 2017, the overhead power lines installed by IID are adequate to meet the power needs now and into the projected future.

For the reasons cited by the IID, the City of Calexico accepts the existing Third Street power lines as permanent. GSA will prepare a new Memorandum of Agreement (MOA) to nullify the previous MOA executed in December 2015.

The City of Calexico and the GSA shall discuss and finalize additional work scope for GSA related to sewer pump station relocation and the traffic signal lights at the intersection of Second Street and Cesar Chavez Blvd, and other potential work. GSA shall prepare a new MOA to document the scope and deliverables.

If you have any questions about this letter, please contact me.

Sincerely,

**CITY OF CALEXICO**

Armando G. Villa  
City Manager

*Viva Calexico!*