

City Hall
City of Calipatria
October 27, 2009
6 PM

PLEASE TURN OFF CELL PHONES

REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF CALIPATRIA

AGENDA

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

INVOCATION:

ROLL CALL: Mayor: Fred R. Beltran, Mayor Pro Tem: Kay Ours, Peter Fuentes, Brian Smith, Raul Navarro

PRESENT:

ABSENT:

ALSO PRESENT:

MAYOR'S MESSAGE/PUBLIC COMMENT

At this time the Council will hear comments on any agenda item and on any item not on this agenda. Personal attacks on individuals, slanderous comments or comments that may invade an individual's privacy are prohibited. If you wish to be heard, please stand and address yourself to the Mayor, we request that you limit your remarks to no more than three (3) minutes.

INFORMATION REPORTS

Calipatria State Prison Warden Larry Small

SCAG Officer- Rosanna Bayon Moore

Fire Report

Police Report

2009 Annual Conference Resolutions Report: League of Cities

Reminder: GSW will conduct a meeting on October 29th to discuss water rates

MOTION: SECOND: VOTE:

CONSENT AGENDA

October 13th minutes

Warrants

NEW BUSINESS

**MOTION: SECOND: VOTE:
RESOLUTION 09-55**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIPATRIA
SELECTING AND APPROVING THE 2002 PARKS BOND ACT PROJECT/S**

WHEREAS the City of Calipatria has received a 2002 Bond Act (Proposition 40) Per Capita Block Grant in the amount of \$ 220,000, *WHEREAS*, the City of Calipatria has solicited input from the Park Committee, Public Meetings, and staff in prioritizing Potential Park Projects *THEREFORE BE IT RESOLVED*, the City of Calipatria City Council select the 2002 Bond Act Project/s as _____ and authorize the Finance Officer Katy Lopez and/or City Manager Rom Medina to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the projects.

**MOTION: SECOND: VOTE:
RESOLUTION 09-57**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIPATRIA
REQUESTING COPS FUNDING FOR FISCAL YEAR 2009-2010**

WHEREAS, the City of Calipatria services a population of 7,904 persons who are entitled to protection of life and property; *and WHEREAS*, The State of California legislature has appropriated funding to continue the State COPS Program for the current fiscal year 2009-2010 in the amount of \$100,000.00 from said fund to be used for:

1. Officers Salaries

IN WITNESS WHEREOF, the City Council of the City Of Calipatria has duly adopted this Resolution 09-57 and caused it to be executed by the officers below:

**MOTION: SECOND: VOTE:
RESOLUTION 09-58**

**A RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE
EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT
AND RELATED DOCUMENTS WITH RESPECT TO THE SALE OF THE
SELLER'S PROPOSITION 1A RECEIVABLE FROM THE STATE; AND
DIRECTING AND AUTHORIZING CERTAIN OTHER ACTIONS IN
CONNECTION THEREWITH**

WHEREAS, pursuant to Section 25.5 of Article XIII of the California Constitution and Chapter 14XXXX of the California Statutes of 2009 (Assembly Bill No. 15), as amended (the "Act"), certain local agencies within the State of California (the "State") are entitled to receive certain payments to be made by the State on or before June 30, 2013, as reimbursement for reductions in the percentage of the total amount of ad valorem property tax revenues allocated to such local agencies during the State's 2009-10 fiscal year (the "Reimbursement Payments"), which reductions have been authorized pursuant to Sections 100.05 and 100.06 of the California Revenue and Taxation Code;

WHEREAS, the City of Calipatria, a local agency within the meaning of Section 6585(f) of the California Government Code (the "Seller"), is entitled to and has determined to sell all right, title and interest of the Seller in and to its "Proposition 1A receivable", as defined in Section 6585(g) of the California Government Code (the "Proposition 1A Receivable"), namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code, in order to obtain money to fund public capital improvements or working capital;

WHEREAS, the Seller is authorized to sell or otherwise dispose of its property as the interests of its residents require; **WHEREAS**, the California Statewide Communities Development Authority, a joint exercise of powers authority organized and existing under the laws of the State (the "Purchaser"), has been authorized pursuant to Section 6588(x) of the California Government Code to purchase the Proposition 1A Receivable;

WHEREAS, the Purchaser desires to purchase the Proposition 1A Receivable and the Seller desires to sell the Proposition 1A Receivable pursuant to a purchase and sale agreement by the between the Seller and the Purchaser in the form presented to this City Council (the "Sale Agreement") for the purposes set forth herein; **WHEREAS**, in order to finance the purchase price of the Proposition 1A Receivable from the Seller and the purchase price of other Proposition 1A Receivables from other local agencies, the Purchaser will issue its bonds (the "Bonds") pursuant to Section 6590 of the California Government Code and an Indenture (the "Indenture"), by and between the Purchaser and Wells Fargo Bank, National Association, as trustee (the "Trustee"), which Bonds will be payable solely from the proceeds of the Seller's Proposition 1A Receivable and other Proposition 1A Receivables sold to the Purchaser by local agencies in connection with the issuance of the Bonds; **WHEREAS**, the Seller acknowledges that (i) any transfer of its Proposition 1A Receivable to the Purchaser pursuant to the Sale Agreement shall be treated as an absolute sale and transfer of the property so transferred and not as a pledge or grant of a security interest by City of Calipatria to secure a borrowing, (ii) any such sale of its Proposition 1A Receivable to the Purchaser shall automatically be perfected without the need for physical delivery, recordation, filing or further act, (iii) the provisions of Division 9 (commencing with Section 9101) of the California Commercial Code and Sections 954.5 to 955.1 of the California Civil Code, inclusive, shall not apply to the sale of its Proposition 1A Receivable, and (iv) after such transfer, the Seller shall have no right, title, or interest in or to the Proposition 1A Receivable sold to the Purchaser and the Proposition 1A Receivable will thereafter be owned, received, held and disbursed only by the Purchaser or a trustee or agent appointed by the Purchaser;

WHEREAS, the Seller acknowledges that the Purchaser will grant a security interest in

the Proposition 1A Receivable to the Trustee and any credit enhancer to secure payment of the Bonds; **WHEREAS**, a portion of the proceeds of the Bonds will be used by the Purchaser to, among other things, pay the purchase price of the Proposition 1A Receivable; **WHEREAS**, the Seller will use the proceeds received from the sale of the Proposition 1A Receivable for any lawful purpose as permitted under the applicable laws of the State; **NOW THEREFORE**, the City Council of the City of Calipatria hereby resolves as follows:

Section 1. All of the recitals set forth above are true and correct, and this City Council hereby so finds and determines.

Section 2. The Seller hereby authorizes the sale of the Proposition 1A Receivable to the Purchaser for a price equal to the amount certified as the Initial Amount (as defined in the Sale Agreement) by the County auditor pursuant to the Act. The form of Sale Agreement presented to the City Council is hereby approved. An Authorized Officer (as set forth in Appendix A of this Resolution, attached hereto and by this reference incorporated herein) is hereby authorized and directed to execute and deliver the Sale Agreement on behalf of the Seller, which shall be in the form presented at this meeting.

Section 3. any Authorized Officer is hereby authorized and directed to send, or to cause to be sent, an irrevocable written instruction to the State Controller (the "Irrevocable Written Instruction") notifying the State of the sale of the Proposition 1A Receivable and instructing the disbursement pursuant to Section 6588.6(c) of California Government Code of the Proposition 1A Receivable to the Trustee, on behalf of the Purchaser, which Irrevocable Written Instruction shall be in the form presented at this meeting.

Section 4. The Authorized Officers and such other Seller officers, as appropriate, are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents, including but not limited to, if required, appropriate escrow instructions relating to the delivery into escrow of executed documents prior to the closing of the Bonds, and such other documents mentioned in the Sale Agreement or the Indenture, which any of them may deem necessary or desirable in order to implement the Sale Agreement and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution; and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 5. All consents, approvals, notices, orders, requests and other actions permitted or required by any of the documents authorized by this Resolution, whether before or after the sale of the Proposition 1A Receivable or the issuance of the Bonds, including without limitation any of the foregoing that may be necessary or desirable in connection with any default under or amendment of such documents, may be given or taken by an Authorized Officer without further authorization by this City Council, and each Authorized Officer is hereby authorized and directed to give any such consent, approval, notice, order or request, to execute any necessary or appropriate documents or amendments, and to take any such action that such Authorized Officer may deem necessary or desirable to further the purposes of this Resolution.

Section 6. The City Council acknowledges that, upon execution and delivery of the Sale Agreement, the Seller is contractually obligated to sell the Proposition 1A

4/9

Receivable to the Purchaser pursuant to the Sale Agreement and the Seller shall not have any option to revoke its approval of the Sale Agreement or to determine not to perform its obligations there under.

Section 7. This Resolution shall take effect from and after its adoption and approval.

**MOTION: SECOND: VOTE:
RESOLUTION 09-59**

**A RESOLUTION OF THE CITY OF CALIPATRIA CITY COUNCIL
APPROVING THE AGREEMENT FOR DISPATCHING SERVICES WITH THE
CITY OF EL CENTRO; AGREEMENT EXPIRES JUNE 30, 2011**

THIS AGREEMENT is entered into by and between the CITY OF EL CENTRO, California, a municipal corporation, 1275 Main Street, El Centro, California (hereinafter referred to as "EL CENTRO") and the CITY OF CALIPATRIA, California, a municipal corporation, 125 N. Park Avenue, Calipatria, California (hereinafter referred to as "CALIPATRIA"), on October 27, 2009.

RECITALS

WHEREAS, the parties hereto are located in the County of Imperial; ***and WHEREAS***, EL CENTRO, by and through its Police Department, has the personnel, equipment and facilities to provide radio dispatching services on a twenty-four (24) hour per day, seven (7) days a week basis in the operation of its fire and police functions; ***and WHEREAS***, CALIPATRIA, by and through its Fire Department, desires to avail itself of EL CENTRO'S dispatching services. ***NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:***

1. **SCOPE OF SERVICES.** EL CENTRO, by and through its Police Department and under its direction and control, shall provide to CALIPATRIA, the following services:

a) Radio communications and dispatching services for fire emergencies on a twenty-four (24) hour per day, seven (7) days per week basis;

b) The use of EL CENTRO teletype system operated through the California Law Enforcement Telecommunications System with linkage and access to all users and participating agencies available through that system; and

c) Information access, i.e., information entry into and retrieval from El Centro's computer aided dispatching services and voice and radio loggers.

2. **TERM.** The term of this Agreement shall commence on the above date

5/9

and continue through June 30, 2011, unless terminated by either party as provided herein. If EL CENTRO continues to provide the services as described herein after the term of this Agreement, then the Agreement shall continue from month to month at the same compensation rate then in effect and subject to all other terms and conditions of this Agreement; provided, however, that either party may terminate this Agreement pursuant to Section 12, Termination.

3. COMPENSATION. As compensation for such services, CALIPATRIA shall pay to EL CENTRO the sum of Four Thousand One Hundred Thirty-four Dollars (\$4,134.00) per year. Such compensation shall be paid in equal quarterly installments on or before the last day of September, December, March and June of each fiscal year throughout the term of this Agreement. The rate set forth herein shall be effective July 1, 2009 through June 30, 2011. Beginning July 1, 2009, and each July 1 thereafter during the term of this Agreement and any extensions thereof, the annual compensation shall be reached by considering the rate of inflation, El Centro's actual cost of operations for the preceding fiscal year and CALIPATRIA'S average calls for service for the previous two (2) fiscal years.

4. INSURANCE. Within thirty (30) days after execution, parties shall submit to the other proof of public liability insurance or self-insurance naming the other party as additional insured for actions performed pursuant to this Agreement.

5. INDEMNIFICATION. Each party hereto agrees to indemnify and hold the other harmless from any claim, loss, or liability of any nature whatsoever which may arise out of any injury or death to any person or any damage to property caused by any act, neglect, default, or omission of the indemnifying party in connection with this agreement.

6. EQUIPMENT. All equipment used by EL CENTRO at its Communication Center to fulfill the terms of this Agreement is and shall remain the property of EL CENTRO; except as provided in Section 8 below. EL CENTRO shall pay for the installation, maintenance and repair of its own equipment.

7. SPECIAL OR EXTRA EQUIPMENT. CALIPATRIA may have installed special or extra telephone lines, telephone equipment or electronic equipment in addition to the standard equipment required by this Agreement, provided that CALIPATRIA shall pay for the installation, maintenance and repair of all such special or extra equipment. All such special or extra equipment shall be approved by EL CENTRO prior to installation. Upon termination of this Agreement, CALIPATRIA may remove such equipment, provided EL CENTRO'S property is not damaged in the process.

8. OPERATIONAL PROCEDURE. Operational procedure shall be agreed upon by the Fire Chief of each party. CALIPATRIA shall be responsible for the proper disposition of its non-emergency business telephone calls. In the event it is necessary in an emergency to change operational procedure, or in the event operational procedure

6/9

cannot be agreed upon by mutual consent, then the procedure shall be determined by the Fire Chief of EL CENTRO.

9. MAPPING INFORMATION. CALIPATRIA shall provide and maintain accurate mapping and related police and fire information necessary for efficient police and fire dispatching and CALIPATRIA shall be responsible for all such information and for maintaining such mapping and shall cause changes therein to be promptly sent to the Communication Center in EL CENTRO. CALIPATRIA accepts all responsibility and liability for any damage or delay caused by any inaccuracy of such information and shall indemnify and hold harmless EL CENTRO its agents, officers and employees, from any claim of damage, or damages, or cause of action arising there from.

10. THIRD PARTIES. This agreement shall not be construed as, or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have the right of action hereunder for any cause whatsoever. Any services performed or expenditures made in connection with furnishing aid under this Agreement by any party hereto, shall be deemed, conclusively, to be for the protection and benefit of all inhabitants and property of such party.

11. TERMINATION. Either party may terminate the Agreement at any time upon one hundred eighty (180) days written notice of such termination given to the other party. In the event of such termination, CALIPATRIA shall pay EL CENTRO for services rendered under this Agreement through the date of such termination.

12. COST SHARING. The parties shall meet and endeavor to reach agreement as to whether a capital expenditure of \$5,000.00 or more on equipment utilized in providing services hereunder should occur. If CALIPATRIA determines it does not wish to participate based on the ratio set forth in Section 3 for the year during which the acquisition is proposed to occur, its sole remedy is to terminate this Agreement pursuant to Section 12. If this Agreement is terminated pursuant to Section 12, EL CENTRO shall refund a pro-rata portion of CALIPATRIA'S share based upon the unused useful life of the equipment or improvements, if any, previously approved.

13. NOTICES. Notices pursuant to this Agreement shall be given by personal service or by deposit of the same in the course of transmission in the United States Postal Service, postage prepaid, addressed to, as follows:

City Manager
City of El Centro
1275 Main Street
El Centro, CA 92243

City Manager
City of Calipatria
125 North Park Avenue
Calipatria, CA 92233

Notices given in accordance herewith shall be binding for all purposes on parties so served. Notices shall be deemed given as of the date of personal service, or as to the date of deposit of the same into the course of transmission of the United States

7/9

Postal Service.

14. COUNTY-WIDE DISPATCH CENTER. In the event that EL CENTRO or CALIPATRIA enter into an agreement for County-wide dispatching services, this agreement shall become null and void ninety days after the effective date of such agreement.

15. PRIOR AGREEMENTS AND AMENDMENTS. This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment.

**MOTION: SECOND: VOTE:
RESOLUTION 09-60**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIPATRIA
DESIGNATING CHRIS HALL TO BE THE REPRESENTATIVE TO THE
MASS NOTIFICATION SYSTEM**

WHEREAS, the City of Calipatria has a Memorandum of Agreement (MOA) with the County of Imperial (dated February 10, 2009); *and*

THEREFORE BE IT RESOLVED, the City of Calipatria city council designates Fire Chief Chris Hall to serve as representative and liaison with the Imperial County Mass Notification Committee

**MOTION: SECOND: VOTE:
RESOLUTION 09-61**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIPATRIA
APPROVING AN EXTENSION OF THE CURRENT FIRE CONTRACT WITH
THE COUNTY OF IMPERIAL**

WHEREAS, the City of Calipatria has a current fire contract with Imperial County Fire Department; *and THEREFORE BE IT RESOLVED*; that the city council of the City of Calipatria extend the current contract and negotiations as stated in the 2008/2009 fiscal year agreement; *THEREFORE BE IT FURTHER RESOLVED* that the above contract shall expire on June 30, 2010.

**MOTION: SECOND: VOTE:
ADJOURN TO CLOSED SESSION**

City Attorney: update on existing litigation – Govt Code 54956.9

**MOTION: SECOND: VOTE:
RECONVENE TO OPEN SESSION**

COUNCIL REPORTS:

Navarro:

Smith:

Fuentes:

Ours:

Beltran:

ADJOURN:
MOTION: SECOND: CARRIED:
TIME:

•
•