



AGENDA

**Regular Meeting of the Calipatria City Council
City Council Chambers
125 North Park Avenue
Calipatria California 92233**

**Tuesday, May 28, 2024
Closed Session at 5:30 pm
Open Session at 6:00 pm**

Sylvia R. Chavez, Mayor
Micheal Luellen, Mayor Pro-Tem
Javier Amezcua, Council Member
Fred Beltran, Council Member
Maria Nava-Froelich, Council Member

Laura Gutierrez, City Manager
Gilbert G. Otero, City Attorney
Catherine Hoff, City Clerk

Jesse Llanas, Fire Chief
Cheryl Fowler Interim Police Chief
Ed Self, Public Work Director

NOTICE TO THE PUBLIC

This is a public meeting. Any member of the public is invited to attend. The Calipatria City Council welcomes public input during the **public comment** period of the sessions.

5:30 P.M. CLOSED SESSION

CALL TO ORDER:

ROLL CALL:

PUBLIC COMMENTS FOR CLOSED SESSION ITEMS: Any member of the public wishing to address the City Council on any items appearing on the closed session agenda may do so at this time. Pursuant to State Law, the City Council may not discuss or take action on issues not on the meeting agenda. (*Government Code Section 54954.2*) There is a time limit of three (3) minutes for anyone wishing to address the City Council on these matters.

CITY COUNCIL ADJOURNS TO CLOSE SESSION

CONFERENCE WITH LEGAL COUNSEL:

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
One case – City Manager
2. REAL PROPERTY NEGOTIATIONS
023-470-001- 501 S. SORENSON

CITY COUNCIL CONVENES TO OPEN SESSION

6:00 P.M. OPEN SESSION

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE & INVOCATION:

CITY ATTORNEY: REPORT ON CLOSED SESSION ACTION

- 1)
- 2)

ADJUSTMENTS TO THE AGENDA: The City Council will discuss the order of the agenda, may amend the order, add urgent items and or remove items from the consent calendar prior to that portion of the agenda. For the purpose of the official city record, the City Council may take care of these issues by entertaining a formal motion.

MOTION: SECOND: ROLL CALL VOTE:

PUBLIC COMMENTS: The City Council welcomes your input. **Please remember to shut off all cell phones.** Now is the time for any member of the public to speak to the Council. If there is an item on the agenda on which you wish to be heard, we ask that you please step to the podium and state your name and address for the record.

For matters not appearing on the agenda: If you wish to address the City Council concerning a matter and or any item not on the agenda but is within the City Council's jurisdiction you may do so now. We ask that you please step to the podium and state your name and address for the record.

The Mayor reserves the right to place a time limit of three (3) minutes on each person's presentation. It is requested that longer presentations be submitted to the City Clerk in writing 48 hours before the meeting.

PROCLAMATIONS:

RECOGNITION:

PRESENTATIONS:

CONSENT AGENDA: The items appearing under the Consent Agenda will be acted upon by the City Council in one motion without discussion. Should any Council member or other person wish to discuss any item, they may request that the item be removed from the Consent Agenda and placed on the REGULAR BUSINESS Agenda.

1. Continued Delta Street Lift Station Emergency
2. Approval of City Council Minutes from the Regular Meeting of: 5/14
3. Approval of Grant Writing Service Agreement- California Consulting, Inc
4. Approval of Interim Police Chief Cheryl Fowler Employment agreement
5. Fire Engine emergency update

MOTION: SECOND: ROLL CALL VOTE:

REGULAR BUSINESS:

- 1) Adopt Resolution No. 24-26 approving the Article 8e Application Transit purposes under the transportation Development CT (SB325) PUC 99400.

WHEREAS, the Transportation Development Act (SB 325) provides that each Transportation Planning Agency may allocate funds to specific transit purposes; and

WHEREAS, the City of Calipatria recognizes the need for the installation of new bus shelters and rehabilitation of existing bus shelters throughout the City of Calipatria.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Calipatria resolves as follows:

1. To authorize the City Manager as the City's authorized signatory and designated contact person; and
2. To allocate the funds available to the City of Calipatria allocated for the FY24-25 purchase and installation of bus shelters and related equipment along pedestrian/transportation routes in the amount of \$1,524;

MOTION: SECOND: ROLL CALL VOTE:

- 2) Adopt Resolution No. 24-27 approving the purchase and installation of pedestrian safety signage funds under the Transportation Development Act

WHEREAS, the Transportation Development Act provides that two percent of each county's total Local Transportation Fund be annually set aside and used to fund the development of bicycle and pedestrian facilities; and

WHEREAS, the City of Calipatria has proposed the purchase and installation of pedestrian safety signage on local streets near schools; and

WHEREAS, the City of Calipatria intends to advance these objectives via continuance of projects within the City using the funds available under the FY24-25 Transportation Development Act Fiscal Year; and

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Calipatria does resolve as follows:

1. To authorize the City Manager as the City's authorized signature and designated contact person;

2. To allocate the funds available for completion of the project within the City of Calipatria under the funds Allocated for Bikeways and Pedestrian facilities in the amount of \$12,459.00

MOTION:

SECOND:

ROLL CALL VOTE:

- 3) Adopt resolution 24-28 adopting the Church Street improvement project for fiscal year 2024-25 funded by SB -1 THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$171,222.00 in RMRA funding in Fiscal Year 2024-25 from SB 1; and

WHEREAS, this is the 6th year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City used a pavement conditions survey completed in 2017 to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate certain streets/roads and active transportation infrastructure throughout the City this year and of similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in a "poor" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into an "excellent" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Calipatria, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2024-25 Road Maintenance and Rehabilitation Account revenues:

Project Title: North Industrial Avenue Street Improvement Project

Project Description: The project involves the removal and disposal of existing deteriorated asphalt pavement and installing new 3-inch asphalt rubber hot mix overlay over new class 2 base subgrade. The project also includes the installation of new class 2 base shoulders and adjusting existing utility frame covers to finish pavement grade. Striping and signage is also included in the scope of work.

Project Location: North Industrial Avenue between Highway 115 and Young Road

Estimated Project Schedule: July 2024 to June 2025

Estimated Project Useful Life: 20 years

MOTION: **SECOND:** **ROLL CALL VOTE:**

STAFF and COUNCIL REPORTS:

ADJOURNMENT:

The next regular scheduled meeting of the City of Calipatria City Council is Tuesday, June 11, 2024, at 6:00 pm

MOTION: **SECOND:** **VOTE:**

I, CATHERINE J. HOFF, City Clerk of the City of Calipatria, California, DO HEREBY CERTIFY that the agenda was duly posted at Calipatria City Hall, 125 Park Avenue, Calipatria, California and on the City of Calipatria's website not less than 72 hours prior to the meeting per Government Code 54954-2.

Dated: 24 May 24



TENTATIVE MINUTES

**Regular Meeting of the Calipatria City Council
City Council Chambers
125 North Park Avenue
Calipatria California 92233**

**Tuesday, May 14, 2024
Closed Session at 5:30 pm
Open Session at 6:00 pm**

Sylvia R. Chavez, Mayor
Micheal Luellen, Mayor Pro-Tem
Javier Amezcua, Council Members
Fred Beltran, Council Member
Maria Nava-Froelich, Council Member

Laura Gutierrez, City Manager
Gilbert G. Otero, City Attorney
Catherine Hoff, City Clerk

Jesse Llanas, Fire Chief
Eric Trevino, Acting Police Chief
Ed Self, Public Work Director

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5:30 P.M. CLOSED SESSION

CALL TO ORDER: *5:30 PM*

ROLL CALL: *ALL PRESENT*

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CITY COUNCIL ADJOURNS TO CLOSE SESSION

CONFERENCE WITH LEGAL COUNSEL:

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
One case – City Manager
2. INTERIM POLICE CHIEF
3. PUBLIC WORKS DIRECTOR

CITY COUNCIL CONVENES TO OPEN SESSION

6:00 P.M. OPEN SESSION

CALL TO ORDER: 6:05PM

ROLL CALL: *ALL PRESENT*

PLEDGE OF ALLEGIANCE & INVOCATION: *Chief Llanas/ Gilbert Otero*

CITY ATTORNEY: REPORT ON CLOSED SESSION ACTION

- 1) “””””
- 2) *Nothing to report*
- 3) “ “

ADJUSTMENTS TO THE AGENDA: The City Council will discuss the order of the agenda, may amend the order, add urgent items and or remove items from the consent calendar prior to that portion of the agenda. For the purpose of the official city record, the City Council may take care of these issues by entertaining a formal motion. 1) *May is Poppy Month* 2) *Oath to IPC- Cheryl Fowler*

MOTION: *N-Froelich* SECOND: *Beltran* ROLL CALL VOTE: *Carried*

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PROCLAMATIONS:

May Poppy Month – Woman’s Auxiliary – Judi Vista

RECOGNITION:

Public Works Week 19TH- 25TH of May

PRESENTATIONS:

1. Swear-in Ceremony and Badge Pinning for incoming Interim Police Chief Cheryl Fowler.

2. Board of Supervisors – Ryan Kelley – Lithium Valley Presentation- *Mr. Kelley gave information on this topic- questions and answers,*

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1. Continued Delta Street Lift Station Emergency
2. Approval of City Council Minutes from the Regular Meeting of: 1/23 & 2/16
3. Warrants 04/08/2024, 04/12/2024, and 04/26/2024
4. Approve Letter of Support for US. Department of Energy Grid Resilience and Innovation Partnership (GRIP) Grant, Topic Area # (DE-FOA-0003195)
5. Proclamation May Poppy Month
6. Appoint Fire Chief Llanas to Traffic Advisory Board
7. Approval to submit and file the Single Audit Report on Federal Awards for the Fiscal Year Ended 2019-2020.
8. *VGL invoice (addendum)*

MOTION: *Luellen*

SECOND: *Amezcu*

ROLL CALL VOTE: *Carried
Beltran abstained on #3*

REGULAR BUSINESS:

- 1) Adopt Resolution No. 24-21 Local Agency Investment Fund(L.A.I.F) authorizing officers: City Manager, Finance Director, City Clerk, City Treasurer, and Mayor.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIPATRIA
AUTHORIZING DEPOSIT AND WITHDRAWAL OF FUNDS BY
DEPARTMENT OFFICERS AND CITY CLERK

WHEREAS, pursuant to Chapter 730 of the statutes of 1976 Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund (L.A.I.F.) in the State Treasurer; and

WHEREAS, the City Council does hereby find that the deposit and withdrawal of money in the L.A.I.F. in accordance with the provisions of Section 16429.1 of the Government Code for the purpose for investment as stated therein as in the best interests of the City of Calipatria.

THEREFORE BE IT RESOLVED, that the following City of Calipatria officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

City Manager
Finance Director
City Treasurer
City Clerk

Mayor
(Two of three officer signatures always required)

MOTION: *Luellen* SECOND: *Amezcu* ROLL CALL VOTE:
SC- Y, JA- Y, ML- Y- FB- N, MNF- N

- 2) Adopt Resolution No. 24-22 North American Development Bank (NADB), authorizing the City Manager to act as the Chief Executive Officer.

RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF CALIPATRIA TO ACT AS THE CITY'S CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE AND AUTHORIZING THE CITY MANAGER TO SIGN ALL DISBURSEMENT REQUESTS INCLUDING THE AUTHORIZATION TO DRAW UPON BANKING ACCOUNTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL OTHER MATTERS PERTAINING TO THE CITY OF CALIPATRIA PARTICIPATION IN THE CONSTRUCTION AND TRANSITION ASSISTANCE GRANT AGREEMENT BETWEEN THE CITY OF CALIPATRIA AND THE NORTH AMERICAN DEVELOPMENT GRANT

WHEREAS, the City of Calipatria application for construction and transition assistance from the Border Environment Infrastructure Fund (BEIF) in support of the Delta Street Sewer Pump Station Failure Project has been approved; and

WHEREAS, the North American Development Bank (NADB) will administer the Construction and Transition Assistance Grant Agreement pursuant to the terms and conditions of the Cooperative Agreement between NADB and the United States EPA; and

WHEREAS, it is necessary to designate that the City of Calipatria City Manager, has the authority to act on the City's behalf regarding this project and is authorized to sign all disbursement requests including the authority to draw upon banking accounts and is authorized to sign any and all other matters pertaining to the City's participation in the Construction and Transition Grant Agreement between the City and the North American Development Bank;

THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CALIPATRIA, that the City Manager of the City of Calipatria is authorized to act as the City's Chief Executive Officer and authorized representative and is also authorized to sign all disbursement requests including the authority to draw upon banking accounts and that the City Manager is also authorized to execute all other matters pertaining to the City of Calipatria participation in the Construction and Transition Assistance Grant Agreement between the North American Development Bank and the City of Calipatria for the construction of the Delta Street Sewer Pump Station Failure Project (Wastewater System).

MOTION: *Amezcu* SECOND: *Luellen* ROLL CALL VOTE: *Carried*

- 3) Adopt Resolution 24-23 to have city clerk, Catherine Hoff request county to consolidate the 2024 city election

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIPATRIA
ORDERING AN ELECTION, REQUESTING COUNTY ELECTIONS TO
CONDUCT THE ELECTION, AND REQUESTING CONSOLIDATION OF
THE ELECTION CITY OF CALIPATRIA

WHEREAS, pursuant to Elections Code Section 10002, the governing body of any city or district may be resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election; and

WHEREAS, the resolution of the governing body of the city shall specify the services requested; and

WHEREAS, pursuant to Elections Code Section 10002, the city shall reimburse the county in full for the services performed upon presentation of a bill to the city; and

WHEREAS, pursuant to Elections Code 10400, whenever two or more elections, including bond elections, of any legislative or congressional district public district, city, county, or other political subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the governing body/bodies or officer/officers calling the elections; and

WHEREAS, pursuant to Elections Code 10400, such election for cities and special districts may be either completely or partially consolidated; and

WHEREAS, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot, acknowledging that the consolidation election will be held and conducted in the manner prescribed in Section 10418. Upon such request, the Board of Supervisors may order the consolidation; and

WHEREAS, pursuant to Elections Code Section 10418, if consolidated, the consolidated election shall be held and conducted, election boards appointed, voting precincts designated, candidates nominated, ballots printed, polls opened and closed, voter challenges determined, ballots counted and returned, returns canvassed, results declared, certificates of election issued, recounts conducted, election contests presented, and all other proceedings incidental to and connected with the election shall be regulated and done in accordance with the provisions of law regulating the statewide or special election, or the election held pursuant to Section 1302 or 1303, as applicable.

WHEREAS, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

WHEREAS, various district, county, state and other political subdivision elections may be or have been called to be held on November 5, 2024. NOW THEREFORE BE IT RESOLVED AND ORDERED that the governing body of the City of Calipatria hereby orders and election be called and consolidated with any and all elections also called to be held on November 5, 2024 insofar as said elections are to be held in the same territory that is in part the same as the territory of City of Calipatria requests the Board of Supervisors of the County of Imperial to order such consolidation under Elections Code Section 10401 10403 and 10418.

BE IT FURTHER RESOLVED AND ORDERED that said governing body hereby requests the Board of Supervisors to permit the Imperial County Elections Department to provide any and all services necessary for conducting the election and agrees to pay for said services, and

BE IT FURTHER RESOLVED AND ORDERED that the Imperial County Elections Department conducts the election for the following offices on the November 5, 2024 ballot:

SEATS OPEN	OFFICE	TERM
TWO	CITY COUNCIL	FOUR YEAR
ONE	CITY CLERK	FOUR

MOTION: *Amezcu* SECOND: *Luellen* ROLL CALL VOTE: *Carried*

- 4) Adopt resolution 24-24 acknowledging May 2024 as National Poppy month.
A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF
CALIPATRIA ACKNOWLEDGING MAY 2024 AS NATIONAL POPPY
MONTH

WHEREAS, America is the land of freedom, preserved and protected willingly and freely by citizen soldiers; and

WHEREAS, Millions who have answered the call to arms have died on the field of battle; and

WHEREAS, A nation at peace must be reminded of the price of war and the debt owed to those who have died in war; and

WHEREAS, the red poppy has been designated as a symbol of sacrifice of lives in all wars; and

WHEREAS, The American Legion Auxiliary has pledged to remind America annually of this debt through the distribution of the memorial flower; and

THEREFORE BE IT RESOLVED, that, I Sylvia Chavez, Mayor, of the City of Calipatria do hereby proclaim May 2024 as POPPY MONTH and ask that all citizens pay tribute to those who have made the ultimate sacrifice in the name of freedom by wearing the Memorial Poppy.

MOTION: *Amezcu* SECOND: *Luellen* ROLL CALL VOTE: *Carried*

DISCUSSION/DIRECTION

- 5) **Approve/disapprove** to proceed with seeking contractor for installation of sewer shut off devices to Delinquent Sewer Accounts in accordance with Resolution 2023-53 – list provided.

MOTION: *Amezcu* SECOND: *Luellen* ROLL CALL VOTE: *Carried*
FB – N, MNF- N, SC, ML, JA- Yes

STAFF and COUNCIL REPORTS:

Self: *Last week we had a sink hole- (Delta St and Sorenson); thanked council and staff for support- any sewer issues are priority- will be first before anything- lots of graffiti; getting rid of it as it comes up.*

Llanas: *Incidents from April- 58- code enforcement has been active- using the ordinances for citations. May 25th, Calipat fire is hosting the wildland training, so be on the look out for extra engines in the city.*

Trevino: *Submitted reports also- thanked staff for allowing him to be interim chief.*

Otero: *Congratulations to Cheryl Fowler for new job; thanked Trevino for his support.*

Fowler: *POST compliance, getting things in order so we (PSP) do not lose classifications.*

Hoff: *Nothing to report.*

Beltran: *Welcome to Cheryl- don't let her size fool you- attended SCAG – our projects are like nickels to dimes- we need a lot of improvement- traffic advisory; next meeting May 21, at 3:30, public welcome.*

Nava-Froelich- *Welcome to Chief Fowler- April 24th ICTC meeting awarded contract for bus- Nichols construction was awarded the bid- April 25th LAFCO mtg; LAFCO is being sued- May 23rd back to LAFCO for recognition – may 3rd attended SCAG not a lot of elected officials- it was well attended, just not elected officials- have the new SCAG council for 2024/25. May 8th the mayor and myself did an EPA tour around town, interesting- May 7th on behalf of the school district, I picked up a check for \$25k for taxes. Last day of work will be June 16th – congratulations to Anna for the appointment to the housing authority and Chief Fowler for Interim Police Chief, congratulations to Calipatria Foundation.*

Luellen- *Welcome to Chief Fowler and Anna for Housing Authority-attended SCAG Conference- we need to visit the ordinance for commercial vehicles on residential streets.*

Amezcu: *Wednesday is Little League*

Gutierrez: *Thanked staff; working diligently – we now have fifteen staff- welcome Chief Fowler; an asset is she is fully bilingual in Spanish- submitted for a Stone Garden grant- Officer Beltran worked very hard for this \$85k.*

Chavez: *So excited for Chief Fowler- did the EPA bus tour with councilmember Nava-Froelich and Mr. Cooper- thanked committee members who came out for Clean-up- the chamber has scholar ships for seniors- have till Friday to submit – also the chamber sponsors the SBA on May 30th- 11-1pm will be open for business.*

ADJOURNMENT: 8:34pm

The next regular scheduled meeting of the City of Calipatria City Council is Tuesday, May 28, 2024, at 6:00 pm

MOTION: *Luellen* SECOND: *Beltran* VOTE: *Carried*

I, CATHERINE J. HOFF, City Clerk of the City of Calipatria, California, DO HEREBY CERTIFY that the agenda was duly posted at Calipatria City Hall, 125 Park Avenue, Calipatria, California and on the City of Calipatria's website not less than 72 hours prior to the meeting per Government Code 54954-2.

Dated: _____

City of Calipatria
May 14 ,2024
6:00 PM

ADDENDUM TO
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF CALIPATRIA
PLEASE TURN OFF ELECTRONIC DEVICES
TENTATIVE MINUTES

CONSENT AGENDA

8. VGL Construction Inc. (sinkhole Delta and Sorenson) \$64,981.32

RESOLUTION 24-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIPATRIA APPOINTING ANNA GARCIA TO THE IMPERIAL HOUSING AUTHORITY TO FILL AN EXISTING TERM; TERM EXPIRES MAY 2025

WHEREAS, sitting board members of the Imperial Valley Housing Authority can not be an elected official; and

WHEREAS, Sylvia Chavez, was appointed and not aware of this guideline and has submitted a resignation letter, and

WHEREAS, the city clerk posted an opening for this position and received one letter of interest from Anna Garcia; and

THEREFORE BE IT RESOLVED that the City Council of the City of Calipatria appoint Anna Garcia to fill this existing term to the Imperial Valley Housing Authority;

MOTION: *Beltran*

SECOND: *N-Froelich*

VOTE: *Carried*
ML; Abstain



CALIPATRIA CITY COUNCIL AGENDA ITEM

Date Submitted: May 23, 2024

Submitted By: Laura Gutierrez, City Manager/CFO

Council Meeting Date: May 28, 2024

Discussion / Direction

Subject: Approval of Grant Writing Service Agreement - California Consulting, Inc.

Background:

On April 23, 2024, the City approved California Consulting, Inc. as a consultant for professional services for assistance with grant writing. City staff is currently working on submission of several grants for Police, Fire, and Public Works.

Recommendation:

Staff recommends the City Council approve the attached Grant Writing Service Agreement as presented and authorize the City Manager to execute the agreement.

Fiscal Impact:

No additional fiscal impact – Cost to be covered through Grant Administration Fees.

GRANT WRITING SERVICES AGREEMENT

DATED: May 28, 2024

PARTIES: California Consulting, Inc. (hereinafter the "Consultant"); and
City of Calipatria, (hereinafter the "Client")

AGREEMENT:

The undersigned hereby agree to the following terms and conditions:

Section 1. Duties of Consultant: During the term of this Agreement, Consultant shall provide the Client as follows:

- a. Grant research, targeted grant research on projects specifically identified by the client, identification of funding opportunities, staff training, and grant writing services at direction of Client;
- b. Offering Client general advice on matters involving funding mechanisms, grants research, identification, and writing; and
- c. Perform post-grant award administration on the grants which are awarded to the Client, including the filing of required documents by the proscribed deadlines set by the awarding entity.

Section 2. Time for Performance of Duties: Notwithstanding any other term or condition of this Agreement, Client specifically acknowledges that Consultant has other clients and/or outside employment. Consultant shall have control over the time and manner of performing its duties described in Section 1, and shall make available such time as it, in its sole discretion, shall deem appropriate for the performance of its duties under this Agreement. Although Client understands that Consultant has other clients and responsibilities, Consultant acknowledges that if and when a grant has been awarded, Consultant will make sure that any deadlines or filings will be a priority during the term of the grant.

Section 3. Term of the Agreement: The effective date of this Agreement is May 22, 2024, and shall continue on a month to month basis allowing either party to discuss new terms at any time.

Section 4. Compensation: Client shall pay Consultant on an hourly basis as compensation for Consultant's grant writing services as described in Section 1. Consultant will provide Client with a written invoice. Client agrees to pay invoice within 30 (thirty) days of receipt.

Hourly Rate Schedule:

Program Manager	\$150.00 per hour
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Section 5. Expenses: The Client agrees to reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the Client. Such expenses typically might include, but are not limited to, mileage, conference calls, copies, binding

costs, postage, parking, travel, and lodging expenses. Consultant shall provide Client with a receipt and a description of the expense with the invoice.

Section 6. Relationship: Consultant shall perform its grant writing services hereunder as an independent contractor and not as an employee of the Client or an affiliate thereof. It is expressly understood and agreed to by the parties hereto that Consultant shall have no authority to act for, represent or bind the Client or any affiliate thereof in any manner, except as may be agreed to expressly by the Client in writing from time to time.

Section 7. Confidentiality: Except in the course of the performance of its duties hereunder, each party agrees that it shall not disclose any trade secrets, know-how, or other proprietary information not in the public domain learned as a result of this Agreement. Similarly, the parties agree that they shall not disclose or divulge this Agreement, or any of its term or conditions to third parties, except as is necessary to perform the terms and conditions stated herein.

Section 8. Indemnification: The Client agrees to indemnify and hold harmless the Consultant, its members, officers, directors, employees, attorneys, and contractors and each person who controls Consultant or any of its affiliates from and against any demands, losses, claims, actions or causes of action, damages, judgment, arbitration awards, liabilities (whether absolute or accrued, contingent or otherwise), costs, and expenses whatsoever (including reasonable costs of investigation or defending any action) to which they or any of them may become subject under any applicable law arising out of Consultant's performance under this Agreement and will reimburse Consultant for all expenses (including counsel fees) as they are incurred. Consultant maintains liability insurance in the amount of one million dollars.

Section 9. Assignment: This Agreement shall not be assignable by either party; provided however, that Consultant shall have the discretion to allocate its duties hereunder to owners, affiliates, or employees of Consultant.

Section 10. No Guaranteed Result: Client acknowledges and agrees that Consultant does not have control over third party decision makers, and therefore Consultant makes no representations, warranties or guarantees that it can achieve any particular results. Consultant, however, shall act in good faith toward the performance of its duties described above.

Section 11. Prior Agreements: This Agreement shall supersede any prior agreements between the parties, and serves as the sole and only agreement between them. This Agreement may only be modified by a writing signed by both parties.

Section 12. Governing Law: This Agreement shall be deemed to be a contract made under the laws of the State of California and for all purposes shall be construed in accordance with the laws of said State.

Section 13. Attorney's Fees: The prevailing party in any action filed that arises out of this Agreement shall be entitled to recoup their reasonable attorney's fees and costs from the other party.

Section 14. Notices: All notices will be sent via certified mail or overnight courier to:
Consultant at: California Consulting, Inc.
214 Main Street, Suite 102
El Segundo, CA 90245

Client at: City of Calipatria
140 Main Street
Calipatria, CA 92

Section 15. Termination: This Agreement may be terminated by either party for any reason not in violation of federal and/or California State law upon thirty (30) days written notice to the other party. Client shall compensate Consultant for all services rendered prior to the date of termination. There shall be no liquidated damages in the event of termination under this provision.

IN WITNESS THEREOF, this Agreement is executed on the dates set forth below and effective on the date first set forth above.

“CONSULTANT”

“CLIENT”

California Consulting, Inc.

City of Calipatria

By: _____

By: _____

Steven N. Samuelian, CEO

Laura Gutierrez, City Manager



CALIPATRIA CITY COUNCIL AGENDA ITEM

Date Submitted: May 23, 2024

Submitted By: Laura Gutierrez, City Manager/CFO

Council Meeting Date: May 28, 2024

A handwritten signature in blue ink, likely belonging to Laura Gutierrez, is positioned to the right of the "Submitted By" line.

Discussion / Direction

Subject: Approval of Interim Police Chief Cheryl Fowler Employment Agreement

Background:

On March 31, 2024, Police Chief Anthony Mara retired. On May 14, 2024, Interim Police Chief Cheryl Fowler was sworn in as the Interim Police Chief for the City of Calipatria. Ms. Fowler is retired from the Imperial County Sheriff's office after working for 31 years.

Recommendation:

Staff recommends the City Council approve the attached Employment Agreement as presented and authorize the City Manager to execute the agreement.

Fiscal Impact:

No additional fiscal impact.

CITY OF CALIPATRIA
INTERIM POLICE CHIEF
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the “Agreement”) is entered into this 14th day of May 2024, by and between the CITY OF CALIPATRIA, a California municipal corporation (hereinafter the “City”) and CHERYL FOWLER (hereinafter “Employee”) and is effective May 14, 2024, until the City hires a new Police Chief and that Chief starts work.

WHEREAS the former Police Chief Lynn M. Mara retired on March 31, 2024; and

WHEREAS the City desires to employ Cheryl Fowler as an interim Police Chief; and

WHEREAS it is the desire of the City Council to provide certain conditions of employment and set working conditions and conditions of temporary employment; and

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

EMPLOYMENT

- I. The City hereby agrees that Cheryl Fowler is employed as the interim Police Chief for the City of Calipatria, effective May 14, 2024, and Cheryl Fowler hereby accepts under such employment, the terms and provision of this Agreement.

DUTIES

- II. **Scope of Work.** The Employee shall perform all those responsibilities, duties, and obligations as set forth in the City of Calipatria Police Chief Position job description and such other duties and responsibilities as are legally and properly assigned by the City Manager and/or City Council from time to time.
- III. **Exempt Position.** The Employee is designated as an FLSA Executive Exempt employee and subject to the City Administrator’s approval, is permitted to design a flexible work schedule as may be warranted to accomplish the continuing objectives of the City.
- IV. **Exclusive Employment.** During the term of this Agreement, Employee agrees to remain exclusively employed by the City and not

to become employed by any other employer until the effective date of termination or resignation. The term “employed” shall not be interpreted to include occasional teaching, writing, or consulting work which does not interfere or conflict with the Employee’s ability to effectively discharge her assigned duties.

- V. **Hours of Work.** The standard workweek is forty (40) hours, but Employee’s schedule of work shall vary in accordance with the work required to be performed, including such time as is necessary outside normal office hours.

SALARY

- VI. Commencing on May 14, 2024, Employee’s base salary shall be **Seven Thousand Two Hundred Fifty Dollars (\$7,250.00)** per month.

PERFORMANCE EVALUATION

- VII. The City Manager will ordinarily review and evaluate the performance of Employee as needed. Performance and evaluations shall be in accordance with City of Calipatria Personnel Policies and Procedures. The City Manager and Employee shall define goals and performances objectives of the City’s Police Department and shall further establish a relative priority among those various goals and objectives within the annual operating and capital budgets and the appropriations provided.

BENEFITS

- VIII. Employee shall be covered by same benefits (sick leave, vacation, administrative, etc.) as provided to non-exempt employees.
- IX. Employee shall be covered under the City’s associated cities risk pool insurance for any tort, professional liability claims or demand, or any other legal action, whether groundless or not, subject to the terms and limitations of that insurance coverage.
- X. The City shall provide a police vehicle to enable Employee to respond from home or otherwise away from the office; provided, however, that the vehicle may be used for personal business subject to City policy on take home vehicles.

TERMINATION AND RESIGNATION

- XI. **Termination.** The City can terminate Employee at any time for any cause, with or without notice subject to applicable Federal and State

laws. Employee shall be entitled to compensation up through the last day of actual service.

- XII. **Employee Initiated Resignation.** Nothing herein shall prevent or limit Employee's right to resign at any time from her employment with the City, provided, however, that Employee is required to provide thirty (30) days' notice prior to the effective date of resignation.

TERM

- XIII. This Agreement shall commence on May 14, 2024, and shall terminate upon the employment commencement date of a permanent Police Chief employed by the City.
- XIV. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Interim Police Chief at any time, subject to the provisions set forth in this agreement.

GENERAL PROVISIONS

- XV. **Notice.** All required notices by the City to the Employee or by Employee to the City shall be delivered either personally to the addressee or may be deposited in the United States Mail, postage prepaid, to the address of the person receiving the notice, indicated below. Any notice so posted in the United State Mail shall be deemed received three (3) days after the date of mailing and the effective date of any such notice shall be the date of mailing.

Notice address for the City:

Notice address for the Employee:

c/o Laura Gutierrez
City Manager
125 Park Avenue
Calipatria, CA 92233

A party may update their notice address by providing written notice to the other party.

- XVI. **Dispute Resolution.** Any disputes shall first be submitted to mediation. If mediation is unsuccessful, or if either party refuses to engage in mediation, the dispute shall be decided by binding arbitration before the Judicial Arbitration and Mediation Services ("JAMS") located in San Diego, CA. Each party shall bear the costs of preparation and presentation, including attorneys' fees and expert witness fess, of its case before arbitration. The cost of the arbitrator

shall be shared equally. The decision of the arbitrator shall be binding and final on the parties. The arbitration shall be conducted in accordance with the JAMS Comprehensive Arbitration Rules and Procedures unless the parties agree otherwise. The Agreement shall be governed by the laws of the State of California.

XVII. **Non-Waiver.** Failure by any of the parties to insist upon the strict performance of any covenant, duty, term, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or covenant, duty, term, agreement, or condition. Any party hereto, by notice, and only by notice as provided herein may, but shall be under no obligation to, waive any of their rights or any conditions to their obligations hereunder, or any duty, obligation, or covenant. No waiver of any provision of the Agreement shall be deemed a waiver of any other provision of this Agreement, and each covenant, agreement, term, and condition of this Agreement shall continue to be in full force and effect with respect to any other existing or subsequent breach thereof.

XVIII. **Severability.** If any term or provision contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

XIX. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provision of this Agreement.

XX. **Entire Agreement.** The entire agreement between the parties is contained in this Agreement.

This Agreement supersedes all their previous understandings and agreements, written or oral, with respect to this transaction. This Agreement may be amended only by written instrument, duly authorized and executed by the parties after the date hereof.

DATED THIS 28TH DAY OF MAY 2024.

Laura Gutierrez, City Manager

Cheryl Fowler, Employee

Approved as to form:

Gilbert G. Otero, City Attorney



CALIPATRIA FIRE DEPT.

"Proudly Maintaining the Safety and Confidence of Our Community"

FIRE CHIEF JESSE R. LLANAS

125 N. PARK CALIPATRIA, CA. 92233

OFFICE (760) 348-4111

e-mail: j.llanas@calipatria.com



CALIPATRIA CITY COUNCIL AGENDA ITEM

Date submitted: May 23,2024

Submitted by: Jesse Llanas, Fire Chief

Council meeting date: May 28, 2024

FIRE ENGINE EMERGENCY UPDATE

At the March 26, 2024, city council meeting, I presented to council the emergency request to approve the Calipatria Fire Department's purchase of the 1995 Central State fire engine from Brawley Fire to replace Calipatria fire engine 5212, a 2001 American La France fire engine that is no longer operational. Council voted to approve the purchase of the fire engine from Brawley Fire using the strike team reimbursement checks from the "Rabbit" incident with a total of \$20,271.66, received on April 15, 2024, and an additional strike team reimbursement check from the "Silverado" incident totaling in \$4,692.60, received on May 17, 2024, giving a total \$24,964.26 to be used. Both checks have been processed and deposited into the city's bank account.

With the authorization from Council's approval from the March 26, 2024, meeting, I will be moving forward with the purchase of the fire engine from Brawley Fire. Utilizing the funds from the strike team reimbursements totaling \$24,964.26 with the remaining balance of \$14,964.26 after the \$10,000.00 for the purchase of the fire engine, will be used to outfit and equipping the fire engine. The surplus sale of 5212 funds received will also be used toward any other equipment or maintenance that may be needed to further help with putting the fire engine into service for the City of Calipatria Fire Dept.

Respectfully,


Jesse R. Llanas
Fire Chief, 5201



cc staff report

RESOLUTION: 24-26
24-27
24-28

To: Laura Gutierrez, City Manager
City of Calipatria City Council

From: George Galvan, AICP, City Planner

Date: May 28, 2024

Subject: FY24/25 SB1 Transportation Funding
Article 8e – Transit Related Projects: \$1,524.00
Article 3 - Pedestrian and Bicycle projects: \$12,459.00
Roadway Maintenance and Rehabilitation Act (RMRA): \$171,222.00

INTRODUCTION AND BACKGROUND

The Mills-Alquist-Deddeh Act (SB 325) was enacted by the California Legislature to improve existing public transportation services and encourage regional transportation coordination. Known as the Transportation Development Act (TDA) of 1971, this law provides funding to be allocated to transit and non-transit related purposes that comply with regional transportation plans. TDA established two funding sources; the Local Transportation Fund (LTF), and the State Transit Assistance (STA) fund. Providing certain conditions are met, counties with a population under 500,000 (according to the 1970 federal census) may also use the LTF for local streets and roads, construction and maintenance. The STA funding can only be used for transportation planning and mass transportation purposes. On April 28, 2017 Governor Brown signed Senate Bill (SB) 1 (Chapter 5, Statutes of 2017), known as the Road Repair and Accountability Act of 2017. Senate Bill 1 (SB 1) augments the base of the State Transit Assistance program essentially doubling the funding for this program. To provide for SB 1 reporting and transparency, transit agencies are asked to work with the Department to report on planned expenditures for these augmented funds.

AVAILABLE FUNDING AND PROJECT SELECTION

There are three programs for which the City must submit claim forms and adopt resolutions identifying project or activities for which funds will be utilized. Annual allocations are based on population.

Article 8e funds are available for is given for transit services as well as for projects meeting public transportation needs. Eligible projects include, but are not limited to, the maintenance, improvements, and/or installation of bus shelters and/or benches. The City has been allocated \$1,524.00 for FY 24/25. The City must select projects for fund allocation and thus the following project is being proposed to be completed under the Article 8 (e) Allocation for FY 19/20: The City intends to purchase and install bus shelters. These funds may be used for the new bus stop proposed in the east side of the railroad tracks. Funds from previous fiscal years will be used to augment funds for FY 24/25.

Article 3 of the Local Transportation Fund (LTF) provides funding for the administration of the Transportation Development Act (TDA) in Imperial County and certain other TDA high priority programs. Under this Article, the first priority for LTF Funding is given to TDA program administration and planning. Funding is also designated for pedestrian and bicycle programs, and rail passenger service (if such services were offered in Imperial County). Eligible pedestrian and bicycle projects include, but are not limited to, curbs, handicap access ramp projects, sidewalks, pedestrian ways, bikeways, bike racks and bicycle storage, and bicycle safety education programs. The City has been allocated \$12,459.00 for FY 24/25.

Road Maintenance and Rehabilitation Account (RMRA) was established to provide funding to address deferred maintenance of the local street and road system. The amount available to the City is \$171,222.00. The project selected is the North Industrial Avenue Street Improvement Project which involves the removal and disposal of existing deteriorated asphalt pavement and installing new 3-inch asphalt rubber hot mix overlay over new class 2 base subgrade. The project also includes the installation of new class 2 base shoulders and adjusting existing utility frame covers to finish pavement grade. Striping and signage is also included in the scope of work.

FISCAL IMPACT/PENDING ACTION

No local match is required and other than staff time required for completing claim forms, ordering equipment, and project management, no fiscal impact to the General Fund is anticipated.

ACTION REQUIRED

1. Adopt Resolution 24-26 approving the allocation of funds for the FY 24/25 purchase and installation of bus shelter benches and/or equipment in the amount of \$1,573.
2. Adopt Resolution 24-27 approving the allocation of funds for purchase and installation of pedestrian safety signage on local streets near schools.
3. Adopt Resolution 24-28 approving North Industrial Avenue Street Improvement Project for funding under the FY 24/25 Road Maintenance and Rehabilitation Account