



## AGENDA

### Special Meeting of the Calipatria City Council City Council Chambers 125 North Park Avenue Calipatria California 92233

**Tuesday, November 19, 2024  
Open Session at 6:00 pm**

Sylvia R. Chavez, Mayor  
Michael 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

### **6:00 P.M. OPEN SESSION**

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE & INVOCATION:

**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 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.

**REGULAR BUSINESS:**

RESOLUTION 24-38 L. Gutierrez City Manager

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIPATRIA  
APPROVING AN AGREEMENT BETWEEN THE CITY OF CALIPATRIA AND  
GOOD FOR OTHERS FOUNDATION FOR THE EPA COMMUNITY CHANGE  
GRANT 2024- PROJECT NAME: SPARC

WHEREAS, the city is in need of a Community Resilience Hub as part of Calipatria's creation of their Climate Resilience District; and

WHEREAS, this hub will consist of a shaded park for kids, a community garden, the first indoor pool in the valley, an indoor gym and community center/cooling station, e-bike rentals, office space, classrooms, meeting space, and a Sustainable Preparedness and Resilience Center in case of extreme weather events; and

WHEREAS, the city owned a site that has been vacant since 1978; we seek to repurpose this underutilized site for social, environmental, workforce training, and resilience-building uses that directly benefit our disadvantaged population; and

WHEREAS, this would make a positive impact on the city and enhance the city's preparedness and ability to respond to both natural and climate-induced disasters and support our residents who are already suffering from health issues related to our poor air quality and extreme heat; and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Calipatria approve said agreement between the city and Good for Others Foundation.

MOTION:

SECOND:

VOTE:

**STAFF and COUNCIL REPORTS:**

**ADJOURNMENT:**

The next regular scheduled meeting of the City of Calipatria City Council is Tuesday, November 26, 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: \_\_\_\_\_

## **Partnership Agreement**

### **Between Good for Others Foundation (Lead Applicant) and the City of Calipatria (Statutory Partner)**

This **Partnership Agreement** (the "Agreement") is entered into as of **11/19/2024** by and between **Good for Others Foundation** ("Lead Applicant"), a nonprofit organization, and the **City of Calipatria** ("Statutory Partner"), a municipal corporation. This Agreement establishes the terms and conditions under which the Parties will collaborate to implement the **Calipatria SPARC Project (Sustainable Preparedness and Resilience Center)** under the EPA Community Change grant program.

## **I. Identification of Parties**

### **1. Lead Applicant:**

- Good for Others Foundation is designated as the Lead Applicant and will assume overall responsibility for the management, performance, oversight, and reporting obligations of the SPARC Project under the grant.

### **2. Statutory Partner:**

- The City of Calipatria is designated as the Statutory Partner and will provide statutory and administrative support necessary for the successful implementation of the SPARC Project.

## **II. Responsibilities of the Lead Applicant**

### **1. Grant Management and Oversight:**

- The Lead Applicant will oversee the receipt, management, and expenditure of federal funds from the EPA.
- The Lead Applicant will ensure compliance with all federal regulations and EPA-specific terms, including reporting, performance, and financial accountability.
- The Lead Applicant will bear liability for unallowable costs.

### **2. Program Management:**

- The Lead Applicant will hire staff to, in partnership with the City, procure ebikes and create the city's ebike rental program
- The Lead Applicant will be responsible for implementing and overseeing the community grants program to replace diesel landscaping equipment with zero emission equipment, and to replace home and small business diesel generators with backup battery systems.

### **3. Subawards:**

- The Lead Applicant will issue subawards to Collaborating Entities in compliance with 2 CFR 200.331 and EPA's Subaward Policy.

### **4. Risk and Compliance Management:**

- The Lead Applicant will ensure compliance with all legal, financial, and reporting requirements.
- Upon award, a risk management assessment will be conducted by the Lead Applicant and the Statutory Partner and risk management processes and controls will be implemented to mitigate potential issues impacting the project.

### **5. Replacement of Statutory Partner:**

- If the Statutory Partner must be replaced, the Lead Applicant will identify and vet a replacement with comparable expertise, experience, and qualifications.
- Approval for replacement must be obtained from the EPA, pursuant to 2 CFR 200.308(c)6.

## **III. Responsibilities of the Statutory Partner**

### **1. Statutory and Administrative Support:**

- The City of Calipatria will provide statutory and administrative support necessary for project execution, including permits and local approvals.
- The Statutory Partner will align project activities with local climate resilience and community development priorities.

### **2. Community Engagement and Support:**

- The Statutory Partner will assist in stakeholder engagement and contribute to public outreach efforts related to the SPARC Project.

### **3. Subaward Agreement:**

- Upon grant award, the Statutory Partner will enter into a subaward agreement with the Lead Applicant, adhering to EPA's Subaward Policy.

## **IV. Dispute Resolution**

1. Any disputes arising under this Agreement will be resolved through good-faith negotiations between the Parties.
2. If disputes cannot be resolved through negotiation, they will be subject to applicable California state laws.
3. The EPA is not a party to this Agreement and will not mediate or resolve disputes between the Parties.

## **V. Term and Termination**

### **1. Term:**

- This Agreement is effective upon execution and will remain in effect until the completion of the SPARC Project or termination as outlined below.

### **2. Termination:**

- Either Party may terminate this Agreement with 30 days' written notice, provided that such termination does not violate the terms of the EPA grant or jeopardize project outcomes.
- The Lead Applicant reserves the right to replace the Statutory Partner per Section II.4, with prior EPA approval.

## **VI. Compliance with Subaward Requirements**

1. The Parties agree to enter into a subaward agreement that complies with all requirements in **2 CFR 200.331** and EPA's Subaward Policy.

2. The subaward agreement will include terms and conditions reflecting the obligations outlined in this Partnership Agreement, including compliance, performance, and financial accountability measures.

## **VII. General Provisions**

### **1. Entire Agreement:**

- This Agreement constitutes the entire understanding between the Parties regarding the SPARC Project and supersedes all prior agreements.

### **2. Amendments:**

- This Agreement may only be amended through a written agreement signed by both Parties.

### **3. Governing Law:**

- This Agreement is governed by the laws of the State of California.

### **4. Indemnification:**

- Each Party agrees to indemnify and hold harmless the other Party from any claims, damages, or liabilities arising from their respective actions under this Agreement.

## **VIII. Signatures**

### **For Good for Others Foundation (Lead Applicant):**

[Signature]

**Name:** [Name]

**Title:** [Title]

**Date:** [Date]

### **For City of Calipatria (Statutory Partner):**

[Signature]

**Name:** [Name]

**Title:** [Title]

**Date:** [Date]