



## AGENDA

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

**Tuesday, November 26, 2024  
Closed Session at 5:30 pm  
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

### **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. EMPLOYEE PERSONNEL MATTER  
Two case – City Manager
2. POTENTIAL LITIGATION  
Two cases- City Manager

**CITY COUNCIL CONVENES TO OPEN SESSION****6:00 P.M. OPEN SESSION**

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE &amp; 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:  
 a) Move emg. Change order # 2  
 b) mou

**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.

**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. MOU- Imperial County Department of Public Health and City of Calipatria (Fire Dept)
3. Minutes of Sept 10<sup>th</sup>, Nov 12<sup>th</sup>

MOTION:                      SECOND:                      ROLL CALL VOTE

**REGULAR BUSINESS:**

RESOLUTION 24-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIPATRIA  
CONGRATULATING THE CALIPATRIA HORNETS HIGH SCHOOL FOOTBALL  
TEAM ON THEIR 2024 LEAGUE  
CIF CHAMPIONSHIP

WHEREAS, the Calipatria High School Hornets have had a successful year in their 2024 football season; and

WHEREAS, the last time Calipatria High Hornets football team brought home a CIF Championship was in 1991; and

WHEREAS, the City of Calipatria continues to support and encourage Hornet Athletics to a successful future; and

WHEREAS, the city council of the city of Calipatria would like to extend a heartfelt congratulations to the entire 2024 football roster; and

DISCUSSION/DIRECTION

Approval of contract extension of the Historic Artifact loan agreement  
(Two anchors at Rademacher Park and the Bell at Miksell Park)- L. Gutierrez City Manager

:

**STAFF and COUNCIL REPORTS:**

**ADJOURNMENT:**

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

*Dec 10*

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: \_\_\_\_\_



## CALIPATRIA CITY COUNCIL AGENDA ITEM

**Date Submitted:** November 22, 2024

**Submitted By:** Edgar Self, Public Works Director

**Council Meeting Date:** November 26, 2024

### ***CONSENT~ DELTA PUMP STATION EMERGENCY***

**Subject:** Delta Pump Station Emergency

*The Delta Pump Station continues to operate under emergency resolution until repairs are completed.*

With the City Council approval of the NADBank Grant Execution on 04.09.2024, NADBank has authorized the City to proceed with ordering the new pump (\$65,008.00 plus tax) and to proceed with the rebuild of the two existing pumps (\$45,000 estimated plus tax). The lead time per the manufacture for the new pump is 30-34 working weeks. The cost for the pump and rebuilds will be reimbursed by the \$250,000 grant funding. As a reminder, the City will have a matching of 10% to the cost of the Delta Pump Station Project.

The pump has been ordered from Barrett Engineering Pumps in the amount of \$70,046.12.

Piping and valves have arrived. The city staff will work on isolating the wet well, and the piping repairs will commence at that time.

NO UPDATE SINCE LAST MEETING

#### **To date expenses are as follows:**

Pump	\$70,046.12
Staircase Replacement:	\$26,845.03
Electrical:	\$83,146.81
Piping and valves:	\$46,549.30

Total expenses paid to date: **\$226,587.26 (Use of ARPA funding)**

*ERS*



## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made on \_\_\_\_\_, 2024, by and between the Imperial County Department of Public Health, ("COUNTY"), and City of Calipatria Fire Department, ("Service Provider").

### **1. TERM**

This agreement shall be in effect from December 1, 2024, until December 31, 2025, unless terminated sooner as provided herein.

### **2. RESPONSIBILITIES OF THE COUNTY**

In accordance with provisions established by the County of Imperial American Rescue Plan Act (ARPA), the COUNTY is responsible for receiving and allocating ARPA funds, maintaining records and invoices using standard accounting practices, coordinating reporting requirements, and as necessary, arranging for fiscal audits.

### **3. RESPONSIBILITIES OF THE SERVICE PROVIDER**

Service Provider shall perform services in accordance with **Exhibit "A"**, Scope of Work, incorporated by this reference as though fully set forth herein, and in accordance with all applicable federal and state laws, regulations, policies and instructions, and any amendments or special conditions thereto.

### **4. HEALTH INSURANCE PORTAL AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

Both parties are subject to HIPAA as referenced in **Exhibit "B"**, incorporated by reference as though fully set forth herein.

### **5. COMPENSATION**

5.1 Funds will be made available by COUNTY to Service Provider only to the extent that funds are made available to the COUNTY.

5.2 COUNTY is obligated to pay Service Provider for all allowable costs (to the extent funds are made available to the COUNTY) pursuant to Exhibit "A". COUNTY reserves the right to amend Exhibit "A" at any time, subject to review and approval of such modification by Service Provider.

5.3 Service Provider shall submit an invoice and all supporting detail to the COUNTY fifteen (15) days after the end of each month. The invoice and supporting detail shall be sufficient to determine that services provided are in accordance with Exhibit "A" and **Exhibit "C"**, Invoicing and Billing Requirements, incorporated herein by reference as though fully set forth herein.

5.4 COUNTY shall reimburse Service Provider after COUNTY has determined that services were provided acceptable. Reimbursement shall not be unreasonably delayed. Service Provider understands that funds available for projects associated with this agreement are not to exceed \$7,730.27.

## **6. TERMINATION**

6.1 If for any reason either party fails to satisfactorily fulfill its obligations under this MOU in a timely or proper manner, or if either party breaches any of the terms or conditions of the MOU, after having been given reasonable notice of an opportunity to cure such default, fails to take satisfactory corrective action within fifteen calendar days of written notice of the breach, then the non-breaching party shall have the right to terminate this MOU, by giving written notice of such termination within fifteen (15) calendar days before the effective date of such termination.

6.2 COUNTY may terminate this MOU without cause at any time by giving written notice to the Service Provider within thirty (30) calendar days before the effective date of such termination.

6.3 This MOU shall terminate upon the COUNTY terminating the ARPA funds.

6.4 The Service Provider shall be entitled to receive only compensation that has been earned prior to the effective date of termination.

## **7. LIABILITY**

7.1 Service Provider shall assume financial liability for the proper administration of funds received pursuant to the MOU.

7.2 Service Provider agrees to reimburse COUNTY for any funds disbursed under this MOU which the COUNTY may determine to be disallowed or improperly spent by Service Provider.

## **8. INSURANCE**

8.1 Service Provider agrees at its sole cost and expense to obtain and maintain in full force the following policies of insurance for the term of this MOU:

- (a) Commercial General Liability coverage in the minimum amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for any one accident, including personal injury, death and property damage.
- (b) Automobile Liability coverage in a minimum amount of one million dollars (\$1,000,000) combined single limit including owned, non-owned and hired vehicles.
- (c) To the extent required by law, Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Service Provider and Employer's Liability in the minimum amount of one million dollars (\$1,000,000).
- (d) Professional Liability insurance in a minimum amount of one million dollars (\$1,000,000) per claim and annual aggregate.

8.2 **Special Insurance Requirements** All insurance required under paragraph 8.1 shall:

- (a) Be procured from an insurer authorized to do business in California.
- (b) Be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be in excess of Service Provider's insurance coverage and shall not contribute to it.

(c) Name COUNTY as an additional insured on Commercial General Liability policy and provide that COUNTY may recover for any loss suffered by COUNTY by reason of Service Provider's negligence.

(d) Not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to the COUNTY. However, Service Provider may not terminate such coverage until it provides COUNTY with proof that equal or better insurance has been secured and is in place. Cancellation or change without the prior written consent of the COUNTY shall, at the option of the COUNTY, be grounds for termination of this MOU.

### 8.3 Additional Insurance Requirements

(a) COUNTY is to be notified immediately of all insurance claims related to this MOU and/or this Project. COUNTY is also to be notified if any aggregate insurance limit is exceeded.

(b) Deposit of Insurance Policy. Promptly on issuance, re-issuance, or renewal of any insurance policy required by this MOU, the Service Provider shall, if requested by COUNTY, provide COUNTY satisfactory evidence that insurance policy premiums have been paid together with a duplicate copy of the policy or a certificate evidencing the policy and executed by the insurance company issuing the policy or its authorized agent.

(c) Service Provider agrees to provide COUNTY with the following insurance documents on or before the effective date of this MOU:

(1) Complete copies of certificates of insurance for all required coverages including any Thirty Days' Notice of Cancellation Clause endorsement.

(2) The documents enumerated in Paragraph 8.2 shall be sent to the following:

County of Imperial  
Risk Management Department  
940 Main Street, Suite 101  
El Centro, CA. 92243

And

Imperial County Department of Public Health  
Attn.: Director  
935 Broadway  
El Centro, CA 92243

(d) The comprehensive or commercial general liability shall contain a provision of endorsements stating that such insurance:

(1) Includes contractual liability

(2) Does not contain a "pro rata" provision which looks to limit the insurer's liability to the total proportion that its policy limits bear to the total coverage available to the insured.

(3) Does not contain an "excess only" clause which require the exhaustion of other insurance prior to providing coverage.

(4) Does not contain an "escape clause" which extinguishes the insurer's liability if the loss is covered by other insurance.

(5). States that it is primary insurance and regards COUNTY as an additional insured and contains a cross-liability or severability of interest clause.

## **9. INDEMNIFICATION**

9.1 Service Provider agrees to defend, indemnify, and hold harmless the County of Imperial, and their officers, agents and employees, from and against all claims, costs, demands, causes of action, suits, losses, expenses, or other detriment or liability arising from or out of Service Provider's negligence or wrongful acts in the performance of this MOU.

9.2 The COUNTY agrees to defend, indemnify, and hold harmless the Service Provider, its agents, officers and employees, from and against all claims, costs, demands, causes of action, suits, losses, expenses, or other detriment or liability arising from or out of COUNTY's negligence or wrongful acts in the performance of this MOU.

## **10. MISCELLANEOUS PROVISIONS**

10.1 This MOU constitutes the entire agreement between the Service Provider and the COUNTY and there are no agreements, understanding, warranties, or representations between the parties except as provided herein.

10.2 The failure of either party to insist upon strict performance of any of the terms, covenants or conditions of this MOU in any one or more instances shall not be construed as a waiver or relinquishment for the future of any such terms, covenants or conditions, but all the same shall be and remain in full force and effect.

10.3 The MOU shall not be binding or in force until it has been fully and properly signed by all the parties. Nothing in this MOU shall be binding upon the parties in any agreement that may be entered into in the future.

10.4 Any notice by either party to the other shall be delivered or sent by certified mail, return receipt requested, to the addresses set forth below:

COUNTY:  
Attn.: Director  
Imperial County Dept. of Public Health  
935 Broadway  
El Centro, CA 92243

PROVIDER:  
Attn: City Manager  
City of Calipatria Fire Dept.  
125 North Park Avenue  
Calipatria, Ca. 92233

Either party may change its address for notice by providing the change in writing to the other party. Notices shall be deemed effective on the date of delivery.

10.5 This MOU shall be governed by the laws of the State of California. This MOU is made and entered into in Imperial County, California. To the extent permitted by law, any action brought by either party with respect to this MOU shall be brought in a court of competent jurisdiction within said County.

**Executed in Imperial County on the date first written above.**

**CITY OF CALIPATRIA FIRE DEPT.**

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

**LAURA GUTIERREZ, CITY MANAGER**

**COUNTY OF IMPERIAL, DEPT. OF PUBLIC HEALTH**

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

**JANETTE ANGULO, DIRECTOR**

APPROVED AS TO FORM:

**ERIC HAVENS, COUNTY COUNSEL**

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

Beverly Barrett, Deputy County Counsel

## **EXHIBIT “A” - SCOPE OF WORK**



## **EXHIBIT A: SCOPE OF WORK**

### **1. Overview**

The purpose of this Scope of Work is to outline the responsibilities of the SERVICE PROVIDER in relation to upgrades to electronic medical reporting systems. These upgrades are aimed at enhancing the SERVICE PROVIDER's medical response capabilities and improving quality assurance monitoring to align with federal, state, and local standards.

### **2. Project Objectives**

The primary objectives of this project are as follows:

- Improve the efficiency and accuracy of medical reporting.
- Facilitate real-time data collection and analysis to support decision-making in emergency medical response.
- Ensure compliance with relevant medical standards and regulations.
- Strengthen the capacity for quality assurance monitoring.

### **3. Key Tasks and Deliverables**

The SERVICE PROVIDER shall complete the following tasks within the term of this SERVICE AGREEMENT:

- **Electronic Medical Reporting System Upgrade:**  
SERVICE PROVIDER will implement upgrades to its current electronic medical reporting system (EMRS) to ensure it is compliant with the latest regulatory requirements and capable of real-time data entry and reporting. The upgrade must be completed by the end of the contract period (December 31, 2025).
- **Data Integration:**  
SERVICE PROVIDER shall ensure the upgraded EMRS integrates seamlessly with COUNTY's reporting platforms and other relevant data systems, including but not limited to public health reporting databases and emergency medical services tracking systems.
- **Training and Support:**  
SERVICE PROVIDER will provide training for staff on the use of the upgraded system. Training will focus on data entry, reporting, and ensuring compliance with quality assurance standards.
- **Quality Assurance Monitoring:**  
SERVICE PROVIDER shall implement automated features within the upgraded EMRS that allow for continuous monitoring of medical response data. The system must flag discrepancies or areas requiring further review, ensuring a proactive approach to quality control.
- **System Maintenance and Updates:**  
SERVICE PROVIDER will ensure regular maintenance of the upgraded EMRS, including updates to address system vulnerabilities, ensure optimal functionality, and remain aligned with emerging medical standards.

#### **4. Reporting Requirements**

SERVICE PROVIDER shall submit monthly reports to COUNTY detailing the following:

- Progress on system upgrades.
- Performance metrics, including system uptime and any encountered issues.
- Summary of quality assurance findings and any corrective actions taken.
- Number of staff trained and feedback on system usage.

#### **5. Timelines**

- **System Upgrade Start Date:** December 1, 2024
- **Completion of System Upgrades:** By December 31, 2025
- **Staff Training Completion:** No later than 60 days after system upgrades are implemented.

#### **6. Evaluation and Approval**

COUNTY shall review all deliverables and reports submitted by the SERVICE PROVIDER to ensure that the project meets the defined objectives. COUNTY may request additional information or revisions as necessary.

**EXHIBIT “B”**

**ACCOUNTABILITY ACT OF 1996 (“HIPAA”)**

## **EXHIBIT B: HIPAA Compliance Addendum**

### **1. Definitions**

- **Protected Health Information (PHI):** Individually identifiable health information that is created, received, maintained, or transmitted by either the COUNTY or the Service Provider in connection with services provided under this MOU.
- **Covered Entity:** For the purposes of Exhibit B, the COUNTY.
- **Business Associate:** For the purposes of Exhibit B, the Service Provider.

### **2. Permitted Uses and Disclosures of PHI**

- The Service Provider may use or disclose PHI only as necessary to perform services under the MOU and as permitted by HIPAA regulations.
- Any use or disclosure of PHI by the Service Provider must be in accordance with HIPAA's "minimum necessary" rule, limiting access to only the information needed for the task.

### **3. Obligations of the Service Provider**

- **Safeguards:** The Service Provider shall implement appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI. This includes measures to protect against unauthorized access, use, or disclosure of PHI.
- **Training:** The Service Provider shall ensure that any personnel who may access PHI are trained on HIPAA requirements and understand their responsibilities regarding PHI.

### **4. Breach Notification**

- **Reporting Breaches:** The Service Provider shall notify the COUNTY within five (5) business days of discovering any breach of unsecured PHI. Notification must include information regarding the breach's nature, the PHI involved, the likely impact on affected individuals, and any mitigation efforts.
- **Mitigation and Cooperation:** The Service Provider agrees to mitigate any harmful effects resulting from the breach and to fully cooperate with the COUNTY in meeting any breach notification obligations.

### **5. Individual Rights**

- **Access to PHI:** Upon request, the Service Provider will assist the COUNTY in providing individuals access to their PHI as required by HIPAA. This includes forwarding any individual requests for access received by the Service Provider to the COUNTY within five (5) business days.
- **Amendment of PHI:** If an individual requests an amendment to their PHI, the Service Provider will make the amendment upon the COUNTY's instruction or as otherwise required by HIPAA.

### **6. Termination for Breach**

- **Material Breach:** Either party may terminate the MOU if the other party fails to comply with the terms of this Exhibit B. In the event of a material breach by the Service Provider, the COUNTY may terminate the MOU immediately or provide an opportunity to cure, depending on the nature of the breach.
- **Return or Destruction of PHI:** Upon termination of the MOU, the Service Provider shall return or securely destroy all PHI in its possession. If it is infeasible to return or destroy the PHI, the Service Provider shall extend the protections of this Exhibit B to the retained PHI and limit further uses and disclosures.

#### **7. Audits and Inspections**

- The Service Provider agrees to allow the COUNTY or its designee to audit, inspect, or review records related to HIPAA compliance to ensure that PHI is adequately safeguarded and that HIPAA obligations are met.

#### **8. Amendments to Comply with Law**

- **Compliance with Changes in Law:** Both parties agree to amend this Exhibit B to comply with any changes to HIPAA regulations or other relevant laws that affect the obligations under Exhibit B.

## **EXHIBIT “C”**

### **INVOICING AND BILLING REQUIREMENTS**



## **Exhibit C: Invoicing and Documentation Requirements**

### **1. Invoice Submission Timeline**

- The Service Provider shall submit invoices for approved equipment and software purchases within fifteen (15) days following the purchase date or the end of each month during which the purchases were made.

### **2. Invoice Format and Required Information**

- Each invoice must include the following details:
  - **Invoice Date** and **Invoice Number**
  - **Purchase Date** of each item
  - **Description of Item(s) Purchased**, including specific product names, model numbers (if applicable), and intended purpose
  - **Cost Breakdown** per item, with line-item costs for each piece of equipment or software purchased
  - **Total Amount Due** for reimbursement

### **3. Supporting Documentation**

- Invoices must be accompanied by supporting documents to verify that purchases align with the terms of this agreement and meet ARPA funding criteria. Required documentation includes, but is not limited to:
  - **Receipts or Purchase Invoices** for each item
  - **Proof of Payment**, such as a bank statement, cleared check, or credit card statement showing the expense was paid in full by the Service Provider
  - **Justification Statement** for each item, briefly explaining how it meets the objectives of the MOU and supports public health or emergency response capabilities

### **4. Compliance with Funding Requirements**

- The Service Provider is responsible for ensuring that all reimbursed purchases meet ARPA funding guidelines. Any purchases not eligible under ARPA shall be excluded from the invoice, and the COUNTY reserves the right to deny reimbursement for items that do not meet these criteria.

### **5. Review and Approval Process**

- The COUNTY will review each submitted invoice and supporting documentation to confirm that the purchases align with the objectives and criteria outlined in the MOU. Reimbursement may be withheld if documentation is insufficient or if the items do not meet the agreed-upon terms.

## **6. Contact Information for Invoice Submission**

- All invoices and accompanying documentation should be submitted to:
  - **Imperial County Department of Public Health**
  - **Attn.: Accounts Payable**
  - 935 Broadway Ave.
  - El Centro, CA 92243
  - **Email:** EMS@co.imperial.ca.us (if electronic submission is allowed)



# CONSENT AGENDA #3

## TENTATIVE MINUTES

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

**Tuesday, September 10, 2024  
Closed Session at 5:30 pm  
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, Police Chief  
Edgar 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: 5:31pm

ROLL CALL: *Beltran, Nava-Froelich, Chavez, Amezcua, Luellen\**  
\*arrived 5:33pm

**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. POTENTIAL LITIGATION:  
2 CASES
2. PROPERTY NEGOTIATIONS  
3 CASES:

APN: 023-470-005  
APN: 023-485-007  
APN:023-333-004

2/10

## CITY COUNCIL CONVENES TO OPEN SESSION

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

CALL TO ORDER: 6:08pm

ROLL CALL: *ALL PRESENT*

PLEDGE OF ALLEGIANCE & INVOCATION: *Jaysel Mendoza, Otero*

CITY ATTORNEY: REPORT ON CLOSED SESSION ACTION

1) *nothing to report*

a)

b)

2) *nothing to report*

a)

b)

c)

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.

### ***NO ADJUSTMENTS MADE***

MOTION: SECOND: ROLL CALL VOTE: *Carried*

**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.

1) *Beneranda Cooper- we are having our annual skateboard event on October 12th Events starts at 10 am- we need sponsors- need roller skates and helmets. Also having the trunk or treat- neighbors has asked about it; October 31<sup>st</sup> 6pm- we are asking permission for barricades and traffic cones- block street from Lake to California to International; north and south directions.*

2) *October 31<sup>st</sup> 5-9pm- Fan Palm, Laurel Lane, Ironwood Streets to be closed to traffic- IID has sponsored lights- we have food permits, shaved ice. 3) William Cooper 210w. California Street- thank the community for hydration drive- 75*

3/16

*people helped out- Jasso- Vegas gave out cam packs- thanked Mayor Chavez and city manager Laura Guterrez for speaking at the Lithium workshop- still seems murky- hopefully it will get better. 4) Miguel Hernandez- JS Management program upcoming tour – Heritage Month; special habitat from Brawley October 5<sup>th</sup>, also October 17<sup>th</sup> (Tuesday) a tour by the Salton Sea. 5) Mr. Hernandez – Desert Review- directed to councilmember Luellen- will holding two elected offices be a conflict of interest? Also, are you living Calipatria?*

**PROCLAMATIONS:**

*Domestic Abuse Awareness: Jenna Vargas representing Woman Haven, Christian Gamble- outreach coordinator- 510 Main St. Ste 106, El Centro- gave information on all that Women Haven does for the community. Women haven offers counseling, safe shelter for victims of domestic abuse, medical aid.*

WHEREAS, the crime of family violence violates an individual's privacy and dignity, security and humanity, due to systematic use of physical, emotional, sexual, psychological and economic control and/or abuse including abuse to children and the elderly; and

WHEREAS, the problems of family violence are not confined to any group or groups of people, but cut across all economic, racial and societal barriers, and are supported by societal indifferences; and

WHEREAS, the impact of family violence is wide ranging, directly affecting individuals and society as a whole, here in Imperial County, throughout the United States and the world.

NOW THEREFORE, in recognition of the important work done by family violence advocates and programs, we do hereby proclaim the month of October to be Domestic Violence Awareness Month in Imperial County and the City of Calipatria urge all citizens to actively participate in the scheduled activities and programs to work toward improving victim safety and holding perpetrators of family abuse accountable for their actions against individual victims and our valley community.

***APPROVED BY ALL***

**INFORMATION REPORT:**

Community Clean Up September 14th

**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. Warrants Aug 28<sup>th</sup> – Sept 9<sup>th</sup>

MOTION: *Luellen* SECOND: *Amezcu* ROLL CALL VOTE: *Carried*  
*Beltran- N-Froelich abstained on #2,*

**REGULAR BUSINESS:**

**Approve/disapprove RESOLUTION 24-35 – L. Gutierrez – city manager**

- 1) A RESOLUTION OF THE CITY OF CALIPATRIA APPROVING THE PROPOSED LIST OF STREETS LOCAL TRANSPORTATION AUTHORITY (LTA) FORTY YEAR STREET PROGRAM PROJECT; RENEWAL OF MEASURE D

WHEREAS, ICTC (Imperial County Transportation Commission) requires that the LTA forty (40) year program of Street Projects be approved yearly; and

WHEREAS, the city council has reviewed the existing forty year program of projects;

NOW THEREFORE BE IT RESOLVED, that the city council of the City of Calipatria does hereby adopt the forty year program of street projects:

STREET	FROM	TO	PROJECT
Alamo St.	Int'l Blvd	East Av	Maint/ReConstr
Alexandria St.	Int'l Blvd	Brown Av	Maint/ Reconstr
Barbara St.	Int'l Blvd	Commercial Av	Maint/Reconstr
Blair Road*	Sinclair Rd	Peterson Rd.	Maint/ Reconstr
Bonita Place	Brown Av	East Av	Maint/Reconstr
Bonita St.	Int'l Blvd	East Av	Maint/ Constr
Brown Av	Young Rd	Bowles Rd.	Maint/ Reconstr
California St.	Int'l Blvd	East Av	Maint/ Reconstr
Centro Av	Alexandria St.	Alamo St.	Maint/Reconstr
Church St.	Int'l Blvd	East Av	Maint/ Reconstr
Commercial Av	Freeman St	Church St.	Maint/ Reconstr
Date St	W. Terminus	Railroad Av.	Maint/ Reconstr
Delta St.	Int'l Blvd	Commercial Av	Maint/ Reconstr
Desert Lane	Date St.	Hacienda Ct.	Maint/Constr
Desert Springs Lane	Date St.	Terminus	Maint/ Reconstr
East Av	Young Rd	Bowles Rd	Maint/ Reconstr
E. Elder St	Industrial Av	Comm Av	Reconstr/Constr
Elder St	Int'l Blvd	SR111	Maint/Reconstr
Fan Palm Court	Ironwood St	Laurel Ln	Maint/ Reconstr
Fern St	Int'l Blvd	SR111	Maint/Reconstr
Freeman St.	Brown Av	East Av	Maint/Reconstr
Hacienda Ct.	Desert Lane	Arroyo Seco Ln	Maint/Constr
Imperial Av	Delta St	Date St	Maint/Reconstr
International Blvd	Delta St.	C. Lateral	Maint/ Reconstr
Industrial Av	Young Rd	Elder St	Maint/ Reconstr
Ironwood St	Date St	Mesa Verde Rd	Maint/Reconstr
Lake Av	Delta St	C. Lateral	Maint/Reconstr
Laurel Lane	Fan Palm	Mesa Verde Rd	Maint/ Reconstr
Lyerly Rd (e ½)**	Bowles Rd	Young Rd	Maint/reconstr
Main St	Lyerly Rd	SR111	Maint/Reconstr
Mesa Verde Rd	Ironwood St	Terminus	Maint/ Reconstr
Park Av	Delta St	Fern St	Maint/Reconstr
Railroad Av	Young Rd	Bowles Rd	Maint/ Reconstr
Sycamore Court	Date St	Terminus	Maint/Reconstr

\*portion of Blair Road within city limits



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

**DISCUSSION/DIRECTION:**

1) Technical Assistance Agreement between the city and NADBank for Climate Resilient District Funding- L. Gutierrez City Manager- *the city was awarded \$150k for climate resilient (MNF- we are also funded \$250k for lift station- can we go back and see if NADBank would fund a new sewer plant- Luellen, Amezcua, motioned and vote carried to move forward.*

2) Professional service agreement between the city and GAFCON for Scope of work- Climate Resilient District- (GAFCON) L. Gutierrez City Manager- *the city received the \$150k from NADBank and \$50k from Gafcon- Kosmont is a partner also. Beltran, Luellen, motioned and vote carried to move forward*

3) Tree Grant Water Trailer Purchase- E. Self- Public Works Director-*in purchasing Of this trailer, it will have a pump system and a spray bar; the spray bar will aid in dust control; 1000 gallon capacity- primary use will be to water trees. Beltran, N-Froelich motioned and vote carried to purchase trailer*

**STAFF and COUNCIL REPORTS:**

**SELF:** *nothing further to report*

**LLANAS:** *July incident report- 63 incidents (Louie Zendejas called and said the house next to his rental is a fire hazard and his insurance won't insure his rental because of it.)*

**N-FROELICH:** *thanked the fire department for the crews that went to the Niland fire; attended ICTC, praised for curb and gutter on 115 east- need to clean up mess-*

*September 25<sup>th</sup> is the next meeting for SCAG, Mr. Goodsell is commissioner for SCAG-*

**FOWLER:** *the department has been receiving more calls for service- attending more training- POST reimbursement (SC asks how are you handling traffic at school? (U-Turns) Chief replies you need an actual sign, not one on the street prohibiting U-turns)*

**HOFF:** *just a reminder there is a league of cities dinner on the 26<sup>th</sup>*

**BELTRAN:** *attended zoom Lithium meeting- in regards to lithium, the north end needs to make some noise- will have a traffic advisory meeting- time is pending. LUELLEN: agrees with Ms. N-Froelich regarding the lithium, we need workshops- the city has been lied to for years ( I had a speech ready for the BOS, wasn't nice)the lithium payout is for population, not proximity-I'm requesting a meeting with Senator Padilla- this needs to stay in the community. AMEZCUA: September 21<sup>st</sup>, host at high school, 7 and under – GUTIERREZ: leaving September 15<sup>th</sup> and back on the 18<sup>th</sup>, "conflict resolution"- residents are just dumping whenever and wherever they want at public works- can we stop this? maybe designate a few hours a week? CHAVEZ: 10am – 2:30pm attended a zoom meeting regarding the BOS lithium- look at population- also going to Stanford university*

**ADJOURNMENT: 7:28PM**

The next regular scheduled meeting of the City of Calipatria City Council is Tuesday, September 24, 2024, at 6:00 pm

MOTION: *Beltran*

SECOND: *N-Froelich*

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: *September 6, 2024*



# CONSENT AGENDA

#3

## TENTATIVE MINUTES

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

**Tuesday, November 12, 2024  
Closed Session at 5:30 pm  
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, 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: 5:36pm

ROLL CALL: Beltran, N-Froelich, Chavez, Luellen, Amezcua\*

*\*arrived 5:45 was not present in regular meeting*

**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. PROPERTY NEGOTIATIONS:
  - a. One case- APN 023-293-001
2. POTENTIAL LITIGATION:
  - a. One case

### 3. EMPLOYEE PERSONNEL MATTERS

#### a. Three cases

## CITY COUNCIL CONVENES TO OPEN SESSION

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

CALL TO ORDER: 6:10pm

ROLL CALL: *Beltran, N-Froelich, Chavez, Luellen*  
*Amezcuca- absent*

PLEDGE OF ALLEGIANCE & INVOCATION: *Interim Chief Fowler, G. Otero*

CITY ATTORNEY: REPORT ON CLOSED SESSION ACTION

- 1) *Nothing to report, no direction given*
- 2) ""
- 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.

MOTION:                      SECOND:                      ROLL CALL VOTE:  
*No amendments to the agenda*

**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 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 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. 1) Bonnie Zendejas 321 w. Alamo St, would like to thank city for their help with the church's procession 2) Marcos Orozco 310 s. Sorenson- on the last meeting we talked about soil samples at the airport- what is happening? ( City Manager stated the city is out to bid to get samples- this has to be done first, before the project).

**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. Minutes – April 23<sup>rd</sup> , July 9<sup>th</sup> , July 22<sup>nd</sup> Aug 13<sup>th</sup> , Oct 15<sup>th</sup>
  3. Warrants 9/27/2024 thru 10/28/2024
  4. Letter of Support- the GREAT Gateway Project- EPA CCG Grant App
- ROLL CALL VOTE: *Beltran abstain on #1,#3, N-Froelich, Chavez, Luellen- yes*

**PRESENTATION:**

CLIMATE RESILIENCE DISTRICT – Kosmont Company- *Joe Dieguez, Senior VP, gave a presentation for this project*

**DISCUSSION/DIRECTION**

1) Delta Pump Station BID for Wet Well Repairs- Edgar Self- PW Director- *director Self gave an update on this ongoing project- N-Froelich asked the set aside was \$990k, how much is left? (\$700k appx) Juny from the Holt Group broke down in detail what was needed- 2021/22 was the last evaluation and more has been added since.*

2) Vehicle Surplus- Edgar Self- PW Director – *move forward with getting rid surplus vehicles- also add the grader to list- all agreed*

2009 Chevy 1500 PW #75644

2005 Chevy PW #38136

1999 Ford Van -Police- #55816

3) Contract Extension for the Holt Group- L. Gutierrez City Manager- *this contract Expires November 22, 2024, only one application for RFQ, city is requesting a two year extension since they are aware of all upcoming projects- Move forward with a two year extension- All agreed*

MOTION: *Beltran* SECOND: *Chavez* ROLL CALL VOTE: *Carried*

**ADJOURN TO SUCCESSOR AGENCY:**

**Staff report for ROPS 25-26 A and B**

RESOLUTION 2024-01-SA L. Gutierrez- City Manager

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE CALIPATRIA REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE 25-26 A & B FOR THE PERIOD OF JULY 2025 THROUGH JUNE 2026 AND APPROVING CERTAIN RELATED ACTIONS

WHEREAS, pursuant to Health and Safety Code (the “HSC”) § 34172 (a) (1), the City of Calipatria Redevelopment Agency was dissolved on February 1, 2012; and

WHEREAS, consistent with the provisions of the HSC, the City Council of the City of Calipatria previously elected to serve in the capacity of the Successor Agency of the Calipatria Redevelopment Agency (the “Successor Agency”); and

WHEREAS, pursuant to HSC § 34179, the Successor Agency previously established the Calipatria Oversight Board to assist in the wind-down of the former redevelopment agency through June 30, 2018, at which time it was dissolved by operation of law; and

WHEREAS, consistent with HSC § 34179 (j), on July 1, 2018 the Imperial Countywide Oversight Board (the “CWOB”) was established to assist in winding-down the dissolved redevelopment agencies within the County of Imperial; and

WHEREAS, per HSC § 34177 (o) (1), the Successor Agency is required to prepare a Recognized Obligation Payment Schedule (the “ROPS”) before each twelve-month fiscal year period; and

WHEREAS, pursuant to HSC § 34180 (g), CWOB approval is required for the establishment of each ROPS; and

WHEREAS, pursuant to HSC § 34177 (o) (1), a CWOB-approved ROPS 25-26 A and B for the period of July 2025 through June 2026 must be submitted to the State Department of Finance and to the County Auditor-Controller not later than February 1, 2025 (the “Submission Deadline”); and

WHEREAS, pursuant to HSC § 34177, the Successor Agency is legally required to continue to make payments due for enforceable obligations; and

WHEREAS, the approval of the establishment of ROPS 25-26 A and B will ensure that the Successor Agency has the authority to continue to pay its enforceable obligations; and

WHEREAS, it is proposed that the Successor Agency approve the establishment of the Successor Agency’s ROPS 25-26 A and B, which is attached hereto as Exhibit “A”; and

WHEREAS, the CWOB will consider approval of ROPS 25-26 A and B during January 2025; and

WHEREAS, once approved by the CWOB, ROPS 25-26 A and B will be filed be submitted to the State Department of Finance and to the County Auditor-Controller by the Submission Deadline; and

WHEREAS, all the prerequisites with respect to the approval of this Resolution have been met.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Successor Agency to the Calipatria Redevelopment Agency, as follows:

**Section 1.** The foregoing recitals are true and correct and are a substantive part of this Resolution.

**Section 2.** The Successor Agency’s ROPS 25-26 A and B, which is attached hereto as Exhibit “A”, is approved, inclusive of each enforceable obligation.

**Section 3.** The amount requested for enforceable obligation No. 11, the Successor Agency’s Administrative Cost Allocation, is consistent with the provisions of HSC § 34171 (b) and is thus considered fair and reasonable.

**Section 4.** The City Manager, in her capacity as the Executive Director of the Successor Agency, or designee, is authorized to: i) post that ROPS 25-26 A and B on the City’s website, ii) transmit the ROPS 25-26 A and B to the State Department of Finance, the State Controller’s Office and the County Auditor-Controller for their review within the timeframe and in the manner prescribed by the HSC; and iii) make ministerial



revisions to ROPS 25-26 A and B, which may include, but are not limited to restating the information included within ROPS 25-26 A and B in any format that may be requested by the State Department of Finance, take such other actions and execute such other documents as are necessary to effectuate the intent of this Resolution, and to implement ROPS 25-26 A and B on behalf of the Successor Agency, including authorizing and causing such payments.

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

MOTION: *N-Froelich* SECOND: *Luellen* ROLL CALL VOTE: *Carried*  
RECONVENE TO OPEN SESSION

### **STAFF and COUNCIL REPORTS:**

**Self:** *Staff Report: you have a staff report to review- hired a new limited term person- out of the Navy; Michael Blanchard-(Chavez asked with this person, can we get an extra person out at the airport for dumping during the week?*

**Fowler:** *September-October reports- you have two months of reports for your review- crime and calls are going down.*

**Llanas:** *October report- code enforcement is issuing door hangers, Calipatria Queen is getting it's fourth citation- owner is hardly present at store.*

**Otero:** *Nothing to report* **Beltran:** *1) Park funding sunset is 2028? 2) report on airport-any findings from EPA? I get frequent questions regarding this.- working with GAFCON for releasing information on airport contamination is on the north side of the airport. (by hotel) N-Froelich : Congratulations to the winners- Jesse Rivas, Sylvia, and Jane Hurtado wishing you all the best! Last Wednesday was my last ICTC meeting; Mike Luellen is the alternate- renewed David Aguirre for three more years; approved Calxico to get help for a safety plan; also approved for traffic guards; Calxico is also getting \$12M for a new center. Luellen: There are still 18k ballots to count; on November 26<sup>th</sup> I would like to schedule a special meeting for re-organizing the council. Hoff: The elections signs need to be removed by November 15<sup>th</sup> . Gutierrez: Still trying to get the flag pole as a historical monument; need approval for \$2,500 to move forward- we are about \$2m short for the new park- still looking at the mural ordinance with Mayor Chavez, maybe get a committee to review it- two councilmembers, two residents and department heads. Captain Llanas will review the dust at the airport (Gloria Rivas lives directly east of the airport and when the wind blows it is just bad!!) (Marcos Orozco stated maybe put gravel down? [ it's county}) Chavez: un-officially congratulations to Jesse and Jane for the win! Extending the contract with the Holt Group- we need forms. The tree lighting is December 7<sup>th</sup> at 6pm at the community center. Talking with the post office, because we have fixed postal boxes, we need to get them for free, other city's are free. Christmas in the Dark, talking applications for the parade, there is no fee.*

**ADJOURNMENT: 7:30 PM**

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



NAVAL HISTORY AND HERITAGE COMMAND  
 CURATOR BRANCH  
 805 KIDDER BREESE STREET SE  
 WASHINGTON NAVY YARD, DC 20374-5060  
 (202) 433-7886 | (202) 433-2220 | curegistrar@navy.mil

### OUTGOING LOAN AGREEMENT

**Borrower:** City of Calipatria  
**Address:** 125 North Park Ave.  
 Calipatria, CA 92233  
**Telephone:** (760) 348-4141  
**Contact/Title:** Romualdo "Rom" Medina  
**Email:** rj\_medina@calipatria.com

**Loan Number:** L2019.224

**Period of the Loan:** 5 December 2019 to 5 December 2022

By this agreement, made on 5 December 2019 between the Naval History and Heritage Command, Curator Branch, hereinafter called "the Lender," and City of Calipatria, hereinafter called "the Borrower," located at 125 North Park Ave., Calipatria, CA 92233 and, Pursuant to Public law 10 USC 2572, the Lender hereby loans three (3) artifact(s). See Attachment 1 for detailed artifact information.

The failure of the Borrower to observe any of the conditions set forth in this Loan Agreement and Attachments shall be sufficient cause for the Lender to repossess the loaned artifact(s). Repossession of any or all artifact(s) by the Lender shall be made at no cost or expense to the Government. Any costs for repossession will be the responsibility of the Borrower.

Executed on behalf of the Lender this 5<sup>th</sup> day of December, 2019.

**Museum Specialist**

LODEN.STEPHAN  
 IE.M.1505467155  
Digitally signed by  
 LODEN STEPHAN IE.M.1505467155  
 Date: 2019.12.05 08:50:49 -05'00'

5 December 2019

Printed Title of NHHC Representative

Signature of NHHC Representative

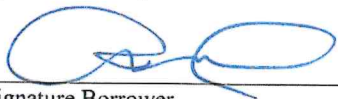
Date

The Borrower, through its authorized representative, hereby agrees to accept delivery of the artifact(s) subject to the terms and conditions in the Loan Agreement and **all attachments**.

Executed on behalf of the Borrower this 5<sup>th</sup> day of December, 2019.

Romualdo Medina, City Manager

Printed Name of Borrower

  
 Signature Borrower

5 December 2019

Date

Borrower Initials



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## OUTGOING LOAN AGREEMENT

**Borrower:** City of Calipatria

**Loan Number:** L2019.224

### NAVAL HISTORY AND HERITAGE COMMAND TERMS AND CONDITIONS FOR OUTGOING LOANS

#### **I. Initial, Annual, and Final Condition Reports**


- a) Upon initiation of this agreement—and prior to shipment—Lender will provide Borrower with a written initial condition report for the loaned artifact(s) including a color photograph. After receipt of the artifact(s), Borrower will review and sign the initial condition report and notify Lender in writing of any discrepancies within seven days.
- b) Each year in the month of **December**, during the course of the loan, Borrower will provide Lender with a written annual condition report describing the condition and location of the loaned artifact(s) including a current color photograph (preferably in digital format), and an updated point of contact (POC).
- c) Upon completion of this agreement—and prior to shipment—Borrower will provide Lender with a written final condition report for the loaned artifact(s) including a color photograph. After receipt of the artifact(s), Lender will review and sign the final condition report and notify Borrower in writing of any discrepancies within seven days.

#### **II. Extension, Cancellation, and Termination**

- a) Any extension of the loan period must be approved by Lender in writing in advance of the loan expiration date. The request must be submitted 90 days prior to loan expiration.
- b) Lender may cancel this agreement at any time by providing 90 days' notice to the Borrower.
- c) Lender may immediately terminate this loan agreement if the loaned artifact(s) are placed in the Borrower's collection storage without prior written consent of Lender.
- d) Third-party loans are not permitted. Lender may immediately terminate this loan agreement if the loaned artifact(s) are found in the custody of another party without prior written consent of Lender.

#### **III. Shipping, Packing, and Transportation**

- a) Borrower is responsible for all packing, shipping, transportation, and storage expenses. All shipping, packing, and transportation arranged by Borrower, including movements of loaned artifact(s) between venues, must be approved by Lender at least four weeks in advance of shipping.
- b) Lender retains the right to require that loaned artifact(s) be accompanied by a courier designated by Lender during transport. The requirement of a courier will be established and all conditions agreed upon by Lender and Borrower in writing to be signed by both parties. The Borrower will discuss any unpacking, mounting, dismantling, and repacking of the loaned artifact(s) with the Lender prior to taking action.
- c) Borrower must return the artifact(s) in the same containers and materials as received unless otherwise arranged with Lender. Instructions provided by Lender for unpacking and repacking must be followed.
- d) Any temporary storage between venues is not permitted without specific advance consent by Lender.
- e) Government regulations will be adhered to in international shipments. Unless otherwise agreed to by both parties, the Lender is responsible for adhering to its country's import/export requirements and the Borrower is responsible for adhering to its country's import/export requirements.

  
Borrower Initials



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## OUTGOING LOAN AGREEMENT

**Borrower:** City of Calipatria

**Loan Number:** L2019.224

### IV. Care and Preservation

- a) Loaned Artifact(s) must be treated in accordance with Attachments 2 and 3 at all times to ensure against loss, damage, or deterioration. Borrower also agrees to meet any special requirements for installation noted in Attachment 4.
- b) Loaned Artifact(s) may not undergo technical examination, physical modification, or conservation treatment of any type without written permission from Lender.
- c) No glue, pins, screws, nails, brackets, adhesive tape, wax, paint, or other mounting materials may be used that might leave any marks or evidence on the artifact(s).
- d) Only professional personnel under the supervision of Borrower's organization will be permitted to handle, move, pack, or unpack the loaned artifact(s). During the installation and de-installation, security personnel or other security precautions must be in place in the exhibit area. At no time during installation and de-installation may any loaned artifacts be left overnight unsecured or unattended.
- e) Unless otherwise specified in the attachment, Borrower will maintain constant and adequate protection of loaned artifact(s) from the hazards of fire, theft, exposure to extreme or deteriorating light, extremes of temperature and relative humidity, insects, dirt, handling by unauthorized or inexperienced persons, or touching by the public. Loaned artifact(s) will only be unpacked and/or repacked, temporarily stored, and installed in areas where the temperature/humidity control, and security systems operate on a 24-hour-per-day, seven-days-per-week basis.
- f) Lender will provide handling and installation guidelines as appropriate.

### V. Costs and Fees

- a) Borrower is responsible for courier, transportation, customs, freight forwarding, insurance, crating, packing, storage, framing, conservation, and all other loan-related costs including those associated with loan cancellation or termination.
- b) Borrower is responsible for any and all costs associated with repairs made to any loaned artifact if the artifact was damaged or suffered deterioration while on display or otherwise in their care.

### VI. Damage, Loss, and Theft

In the event a loaned artifact is damaged, lost, stolen, or changed in condition in any way, whether in transit or while on exhibition, Borrower must immediately notify Lender phone (202) 433-7886, or (202) 433-2220 or email (curegistrar@navy.mil), followed by a written report of circumstances, including photographs. All packing and other materials must be saved for Lender review. In the event of emergency, Borrower must take all steps necessary to prevent any additional damage to loaned artifact(s). No repairs or conservation work shall be performed on loaned artifact(s) without Lender's prior written consent.

### VII. Insurance

- a) Non-Government entities must insure loaned artifact(s) during the period of this loan for the value stated on the face of this agreement. Loaned artifact(s) must be insured under an all-risk, wall-to-wall policy subject to the following standard exclusions: wear and tear, gradual deterioration, insects, vermin, or inherent vice; repairing, restoration, or retouching process; hostile or warlike action, insurrection, rebellion; nuclear reaction, nuclear radiation, or radioactive contamination.

Borrower Initials





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## OUTGOING LOAN AGREEMENT

**Borrower:** City of Calipatria

**Loan Number:** L2019.224

- b) The Borrower agrees to indemnify, hold harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees arising out of claims on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the loaned artifact(s).
- c) Borrower represents that the required coverage as described above will be secured and maintained and that the Lender will be named as additional insured. Documented evidence of Borrower's insurance (such as a copy of the policy and/or certificate of insurance) must be provided to and approved by Lender before loaned artifact(s) will be released.
- d) The Borrower shall obtain no property interest in the loaned artifact(s) by reason of this agreement and title shall remain with the Lender at all times.
- e) Either the Registrar or the Associate Registrar for Loans must be notified in writing at the above address by Borrower and their insurer at least 20 days prior to any cancellation or limitation in Borrower's policy.
- f) The Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Loan Agreement.

### VIII. Credit and Reproduction

- a) Each artifact shall be labeled and credited in any publication as "provided courtesy of Naval History and Heritage Command."
- b) Photography is allowed for condition reporting and internal record keeping. Permission to publish or otherwise reproduce photographs of loaned artifact(s), including in exhibition catalogs, must be obtained directly from the Lender and the copyright holder when applicable.
- c) Exhibition label credit line must read: "Courtesy of Naval History and Heritage Command, Catalog No."

### IX. Conflicts

In the event of any conflict between this agreement and any borrower agreement, the terms of this agreement shall be controlling. The agreement will be construed in accordance with Federal law.

### X. Attachments

The following attachments apply to this loan agreement:

- ☒ Attachment 1: Detailed Artifact List
- ☐ Attachment 2: Display & Environmental Criteria
- ☒ Attachment 3: Artifact Care and Handling
- ☐ Attachment 4: Special Requirements for Installation

  
Borrower Initials






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WASHINGTON NAVY YARD, DC 20374-5060  
(202) 433-7886 | (202) 433-2220 | curegistrar@navy.mil

**OUTGOING LOAN AGREEMENT: Attachment 1: DETAILED ARTIFACT LIST**

**Borrower:** City of Calipatria

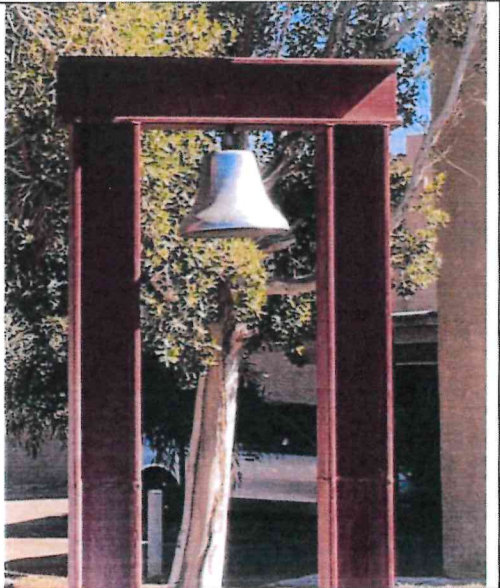
**Loan Number:** L2019.224

Catalog No.	Artifact Description & Condition	Photo
NHHC 1960-352-K	<p>Anchor, Old Fashioned Marine Fluked, FSN HS 2040-377-8605</p> <p>Dimensions: 75" H x 50" W x 26" Base; 600 lbs.</p> <p>Condition: In good condition. There are no discernible signs of damage.</p> <p>Physical location: Rademacher Park/Calipatria Community Center 150 N Park Ave. Calipatria, CA 92233</p>	
NHHC 1960-352-L	<p>Anchor, Old Fashioned Marine Fluked, FSN HS 2040-377-8605</p> <p>Dimensions: 75" H x 50" W x 26" Base; 600 lbs.; 600 lbs.</p> <p>Condition: In good condition. There are no discernible signs of damage.</p> <p>Physical location: Rademacher Park/Calipatria Community Center 150 N Park Ave. Calipatria, CA 92233</p>	

  
Borrower Initials



NAVAL HISTORY AND HERITAGE COMMAND  
CURATOR BRANCH  
805 KIDDER BREESE STREET SE  
WASHINGTON NAVY YARD, DC 20374-5060  
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<p>NHHC 1968-532-N</p>	<p>Bell, Ship's, from USS Alvin C. Cockrell (DE-366), Navy, US, brass</p> <p>Dimensions: 15" H x 15.5" W</p> <p>Condition: In good condition. There are no discernible signs of damage.</p> <p>Physical location: Mikesell Park 102 E Main Street Calipatria, CA 92233</p>	
------------------------	--	--



Borrower Initials





NAVAL HISTORY AND HERITAGE COMMAND  
CURATOR BRANCH  
805 KIDDER BREESE STREET SE  
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**OUTGOING LOAN AGREEMENT: Attachment 3: ARTIFACT CARE AND HANDLING**

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**Borrower:** City of Calipatria

**Loan Number:** L2019.224

---

**Basic Artifact Handling**

- Artifacts should be treated as if they are extremely fragile, even if they do not appear so.
- Handle artifacts only when necessary.
- Move artifacts with care.
- Wear gloves appropriate for the material when handling artifacts; for example use nitrile glove when handling textiles, not cotton. If you have questions in this regard please contact the Lender.
- **DO NOT** eat, drink, or smoke while handling artifacts.
- **DO NOT** clean, polish, paint, or perform any other alteration to the artifact.
- **DO NOT** mount an artifact onto any other material without first obtaining consent from Lender.
- **DO NOT** glue, tape, staple, tack, etc., loaned artifacts onto any other material.

  
Borrower Initials



NAVAL HISTORY AND HERITAGE COMMAND  
CURATOR BRANCH  
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WASHINGTON NAVY YARD, DC 20374-5060  
(202) 685-8458 | (202) 433-2220 | curegistrar@navy.mil

**Loaned Artifact Condition Report**

Catalog Number: \_\_\_\_\_

Artifact Name \_\_\_\_\_

Present Status (Check One):

☐ Display

☐ Restoration

☐ Storage

Condition of Artifact (Note all points of concern or deterioration including rusting, fading, scratches, chips, etc.):

Location (include address, and exhibition/room location if necessary:



NAVAL HISTORY AND HERITAGE COMMAND  
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Requests (Note any planned restoration, conservation, or exhibit changes must be approved in writing by the NHHC Registrar or Associate Registrar for Loans):

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



NAVAL HISTORY AND HERITAGE COMMAND  
CURATOR BRANCH  
805 KIDDER BREESE STREET SE  
WASHINGTON NAVY YARD, DC 20374-5060  
(202) 685-8458 | (202) 433-2220 | curegistrar@navy.mil

### **Directions**

This report must be completed and returned to the Naval History and Heritage Command (NHHC) annually for all artifacts currently on loan to your organization. Please complete one condition report for each object on loan to your organization. Retain a copy of this document for your records.

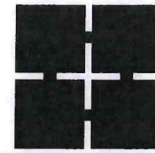
Digital images must be submitted with this report. The images must show the artifact as it is normally displayed or exhibited. They shall be of sufficient detail (minimum of 300 dpi and be at least 4288 pixels x 2848 pixels) to ensure positive identification of each object and allow for an assessment of the overall condition of the artifact. The file name must be the accession number of the artifact.

For large artifacts, submitted images shall show all four quadrants of the object (i.e. right front three-quarter, right rear three-quarter, etc.) and all external surfaces, including markings. Loaned Water craft must have all accessible interior areas including instrument panels, equipment, and compartments photographed.

For all other artifacts, submitted images shall show all viewable external surfaces, as well as an overall shot of the artifact as it is displayed. Any serialized artifact, to include small arms, requires a close up of the serial number.

Condition of Artifact (Note all points of concern or deterioration including rusting, fading, scratches, chips, etc.):

The Holt Group, Inc.  
Engineering Department



■ Municipal Design ■ Infrastructure Engineering ■ Construction Management ■

November 25, 2024

Ms. Laura Gutierrez  
City Manager  
City of Calipatria  
125 North Park Avenue,  
Calipatria, CA 92233

**RE: City of Calipatria –  
East Side Stormwater Drainage System Improvement Project  
THG Project No. 142.307  
Rove Project No. 24-039  
Proposed Change Order No. 2**

Dear Ms. Gutierrez,

I am forwarding this correspondence with a request for approval by the City of Calipatria of the proposed change order No. 2 for the subject project. Proposed Change Order No. 2 includes three (3) distinct cost proposals additive to the construction contract for the subject project.

The City of Calipatria (City) awarded Rove Engineering Inc. (Rove Engineering) the construction contract for the East Side Stormwater Drainage System Improvement Project on April 3, 2024 for an amount of \$2,791,401.00 plus a contingency in the amount of \$604,600.00 totaling to \$3,396,001.00 was included for the project as per the Notice of Award (a copy attached herewith).

Change Order No. 1 was approved by City on August 28, 2024. Approved Change Order No. 1 added an additional amount of \$378,861.00, with the revised contract amount of \$3,170,262.00 and a revised contingency in the amount of \$225,739.00. A copy of the main page of approved Change Order No. 1 is attached herewith.

Proposed Change Order No. 2 includes three (3) distinct additional proposals as noted below:

1. Proposal (Estimate) of \$37,950.00 dated November 19, 2024 from California Conservation Corps (CCC) for assistance with the labor for landscaping of trees including installation, and other landscaping details for the subject project. A copy of the proposal is attached herewith.

One of the conditions by the funding agency, California Natural Resources Agency for approval of the funding for the subject project was use of CCC for landscape assistance provided by local branch of CCC. The San Diego Service Center of CCC is to provide the required assistance for the landscaping including planting trees based on their proposal dated November 19, 2024.

2. Proposal (Estimate) of \$21,840.00 dated November 12, 2024 from Rove Engineering, the prime contractor for the additional cost of the upgraded meter panel for the new power service to the Stormwater Pump Station. A copy of the cost proposal is attached herewith.

Imperial Irrigation District (IID) electrical department's approved work order dated March 28, 2024 for installation of a new meter panel for supplying power to the new Stormwater Pump Station at the intersection of Industrial Avenue and Alamo Street, identified installation of a 100 Amp. meter panel. The 100 Amp. meter panel is currently out of production with an extended delivery period of more than 36 weeks. An alternative upgraded 200 Amp. meter panel with a short delivery period of less than 2 weeks was proposed by Rove Engineering and approved by IID on October 23, 2024. A copy of the approved submittal is attached herewith.

3. Proposal (Estimate) of \$85,588.00 dated November 15, 2024 from Rove Engineering for the re-routing of the electrical wires to the overhead lights along the west side and north side of Hernandez Park. A copy of the additional proposal is attached herewith. The Holt Group has requested a detailed breakdown for the proposal from Rove. Currently Rove is working on providing a detailed breakdown of the additional cost.

The existing electrical conduit (with electrical cables/wires) to the overhead lights on the west side of Hernandez Park were identified to be installed just behind the existing sidewalk along the perimeter of the Hernandez Park. It turned out that the existing 2-inch conduit with electrical wires were diagonally placed and also to a shallow depth of about 12 to 15 inches from the existing grade connecting the north end light with the west end light; and from the west end light to the existing electrical panel located on the south-west corner of Hernandez Park.

The depth and location of the wires were unknown and unmarked. The existing conduit and the electrical wires were damaged during the installation of the Bio Retention Basin on the west side of Hernandez Park by Rove.

Additionally, the existing conduit and electrical wires need to be re-routed along the perimeter of Hernandez Park, just behind the existing sidewalk away from the Bio-Retention Area due to grading of the existing Hernandez Park area per the grading plans, and to avoid future damage to the wires due to the shallow depth of existing conduit.

The Holt Group has reviewed the above additional cost proposals from CCC and Rove Engineering. The Holt Group agrees that the cost proposal provided is reasonable and recommends for approval of the proposed change order.

If approved the three (3) proposed additional cost proposals will be designated Change Order number 02; and the total additional amount of change order requested and agreed to is \$148,378.00.

The revised total contract amount for the project is \$3,318,640.00, with remaining contingency in the amount of \$77,361.00.

The Holt Group recommends the City of Calipatria review and considers approval of the proposed Change Order No. 2.

Please contact me if you have questions or for further coordination.

Respectfully,

Sameer Patel

Sameer Patel, P.E.  
Resident Engineer

cc: Eddie Self, Public Works Director, City of Calipatria  
James G. "Jack" Holt, P.E., Principal Engineer, The Holt Group, Inc.  
Juny Marmolejo, P.E., Resident Engineer, The Holt Group, Inc.



## NOTICE OF AWARD

Date of Issuance: March 26, 2024  
Owner: **City of Calipatria** Owner's Project No.: **N/A**  
Engineer: **The Holt Group, Inc.** Engineer's Project No.: **THG: 142.307**  
Project: **City of Calipatria – East Side Stormwater Drainage System Improvement Project**  
Contract Name:  
Bidder: **Rove Engineering, Inc.**  
Bidder's Address: **P.O. Box 2108, El Centro, CA 92244**

You are notified that Owner has accepted your Bid dated March 21, 2024 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: **City of Calipatria – East Side Stormwater Drainage System Improvement Project**

The Contract Price of the awarded Contract is \$ 2,791,401.00 (Base Bid Amount) plus a contingency of \$604,600.00, totaling to \$ 3,396,001.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Four (4) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner four (4) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Calipatria**

By (signature):

Name (printed): Laura Gutierrez

Title: City Manager

Copy: Engineer



**CHANGE ORDER NO.: 1**

Owner: **City of Calipatria** Owner's Project No.: **N/A**  
Engineer: **The Holt Group, Inc.** Engineer's Project No.: **THG: 142.307**  
Contractor: **Rove Engineering, Inc.** Contractor's Project No.: **24-039**  
Project: **East Side Stormwater Drainage System Improvement Project**  
Contract Name: **N/A**  
Date Issued: **August 28, 2024** Effective Date of Change Order: **August 28, 2024**


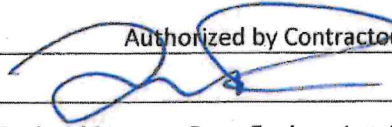
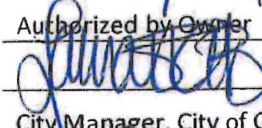
The Contract is modified as follows upon execution of this Change Order:

Description: Additional Scope of Work and Credits for removed scope of work

Attachments:

- The Holt Group Letter to City, dated August 09, 2024 regarding Additional Scope of Work.
- Rove Engineering cost proposal dated August 05, 2024 for the additional scope of work and credits for removed scope of work.

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 2,791,401.00 + 604,600.00 (Contingency Amount)		Substantial Completion: 220 Calendar Days	
		Ready for final payment: N/A	
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: N/A		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: N/A	
\$ N/A		Substantial Completion: N/A	
		Ready for final payment: N/A	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 2,791,401.00 + 604,600.00 (Contingency Amount) totaling to \$3,396,001.00		Substantial Completion: 220 Calendar Days	
		Ready for final payment: N/A	
Increase this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 378,861.00		Substantial Completion: N/A	
		Ready for final payment: N/A	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 3,170,262.00 + 225,739.00 (Contingency Amount) totaling to \$3,396,001.00		Substantial Completion: 220 Calendar Days	
		Ready for final payment: N/A	

Recommended by Engineer		Authorized by Contractor	
By:			
Title:	Resident Engineer, The Holt Group		Project Manager, Rove Engineering, Inc.
Date:	8/28/2024		8/29/24
Authorized by Owner		Approved by Funding Agency (if applicable)	
By:			
Title:	City Manager, City of Calipatria		
Date:	08.29.2024		

# PROJECT COST PROPOSAL

California Conservation Corps  
San Diego Service Center  
401 West 35th Street, Suite A  
National City, CA 91950

Diana Gonzalez-Camacho 619-409-4382 ext. 4396  
FAX 855-597-5353

**Sponsor :** City of Calipatria

**Project Title** Cost of Spike

**Date Submitted:** 11/19/2024

## Project Description

This is a proposal only and an estimate of labor for a crew of 15 corpsmembers, on a 4/10 work schedule, and does not guarantee completion of any project. These cost are contingent upon an actual walkthrough of the project site. CCC will make every effort to complete all work in a timely manner. The sponsor understands that CCC is a youth development program and is mandated to respond to emergencies. this may result in a delayed start or postponement of any project.

## COST ESTIMATE (be advised that this estimate represents a Not-to-Exceed amount. The sponsor will only be charged for actual expenses incurred)

Labor	Estimated hours = 1200 Rate = \$28.00	\$ 33,600.00
Training Hours	Discount for use of site for training - N/A	
Materials & Supplies	Cost for fuel, chain, ropes, fall protection, equipment etc.	
Equipment	N/A	\$ - \$ -
Food & Supply Costs	Meals to include 7 Lunches, 7 Dinners & 7 Breakfasts	\$ 1,850.00
Staff Overtime	Cost of Supervision	\$ 2,500.00
TOTAL COST		\$ 37,950.00

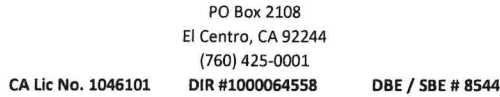
*Be advised that this is a cost estimate ONLY and does not constitute a contractual agreement for services. For new contracts, CCC requires a separate Fiscal Display (CCC 96A, project evaluation (CCC 58), and sponsor agreement (CCC 96) before a contract can be approved. Normal CCC approval and process time is 30 days from the date the sponsor approves the project. CCC is not responsible for delays due to unforeseen events such as weather or emergencies. Any changes to the project cost must be approved by the sponsor.*

DocuSigned by:

Diana Gonzalez-Camacho

Date: 11/19/2024

CES003092004458  
Diana Gonzalez C., Conservationist Supervisor



DATE: 11/12/2024	LOCATION: Calipatria, CA
CUSTOMER:	PROJECT NUMBER: 24-039
OWNER: City of Calipatria	
PROJECT NAME:	Eastside Strom Drain Project

[illegible]

**Proposal is valid for 30 Days**





# IID

*A century of service.*

www.iid.com

October 23, 2024

**EMAILED**

Mr. Sameer Patel  
Project Engineer, PE  
The Holt Group, Inc.  
1601 N. Imperial Ave  
El Centro, CA 92243

SUBJECT: Switchboard Review for "City of Calipatria's - East Side Stormwater Drainage System" project, at the intersection of Alamo Rd. & Industrial Rd. in Calipatria, CA.

Dear Mr. Patel:

Enclosed is one copy of the subject drawings, which has been stamped "Approved as Submitted". The proposed service is a primary meter panel **200 Amps, 277/480 volts, 4 Wire**, three phase, Delta.

The maximum approved bus bar current density is a copper equivalent 1000 amperes per square inch or 750 amperes per square inch aluminum. Bus bars having a higher current density design than 1000 amperes per square inch will not be accepted.

Service entrance equipment and protecting devices (circuit breakers) shall be capable of interrupting and withstanding **18,000** amps, available fault current minimum.

This approval applies only to the metering compartment and /or service entrance pull section, not the entire switchboard and should not be interpreted as an approval for those areas under the control of the authority having jurisdiction for the enforcement of the National Electric Code.

Sincerely,

Gabriel Ramirez  
Project Development Planner  
Customer Project Development Services



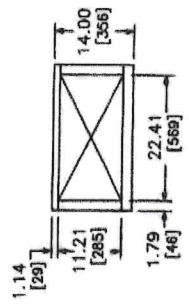
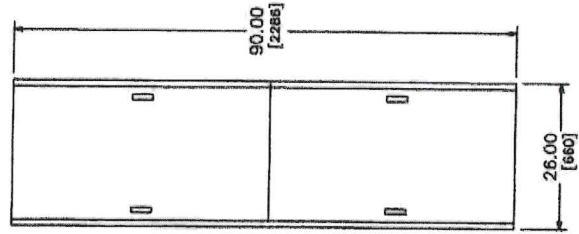
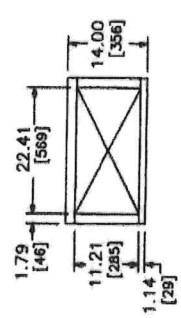
CATALOG NUMBER	INDOOR	OUTDOOR
	SA28PS	SA28FSR

- SPECIFICATIONS:**
- 1: UNDERGROUND PULL SECTION IS PROVIDED FOR BOTTOM ENTRY OF INCOMING CABLES AND/OR TERMINATION OF UNDERGROUND UTILITY CABLES. UNDERGROUND PULL SECTION CAN BE PROVIDED WITH OR WITHOUT A ULSECC APPROVED LUG LANDING WHEN PROVIDED WITH A LUG LANDING, MAXIMUM AMPACITY IS 800 AMPS.
  - 2: UNDERGROUND PULL SECTION IS THE SAME DEPTH AS SERVICE SECTION AND CAN BE PLACED ON THE RIGHT OR LEFT HAND SIDE OF THE SERVICE SECTION.
  - 3: FINISH: ANSI #49 GRAY ENAMEL, BAKED ENAMEL OVER CLEANED AND PHOSPHATED GALVANNEAL STEEL

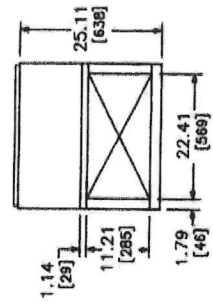
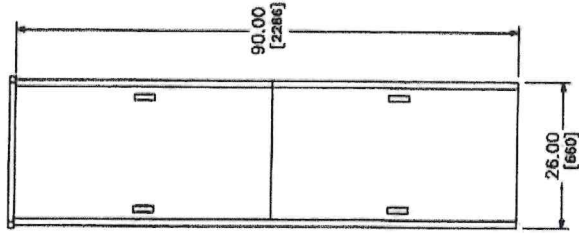
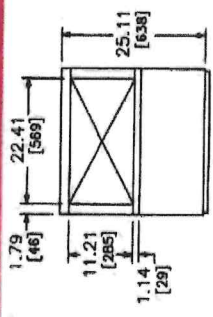


TYPE 1 & 3R UNDERGROUND PULL SECTION  
SPEED D SWITCHBOARD  
ELEVATION

by Schneider Electric  
Dwg# SPEED\_D10



TYPE 1 ENCLOSURE



TYPE 3R ENCLOSURE



# Meter Socket / Enclosure Combination Cabinets

## CT Rated



U122013 (closed)



U122013 (open)

### Application

- Removable test switch perch included
- Includes provisions to install model 6019/6067 CT mounts
- Receive ANSI C12.10 watt-hour meters
- Overhead and/or underground feed (see chart)
- Surface mount

### Construction

- Ring type
- NEMA Type 3R
- ANSI 61 gray painted finish
- Aluminum snap ring included



### Standards

- UL 414 Listed
- ANSI C12.7
- EUSERC 313
- EUSERC 314

APPROVED FOR SUBMITTAL  
IMPERIAL COUNTY DISTRICT  
Date 10-23-24  
BY [Signature]

Part/UPC Number	Catalog Number	Amp Rating	Jaws	Service Type	Access	Line	Connections Load	Neutral
78205150030	121814	20	4	1Ø	OH/UG	#14 - #10	#14 - #10	#14 - #10
78205150040	121815	20	5	1Ø	OH/UG	#14 - #10	#14 - #10	#14 - #10
78205150020	121816	20	6	1Ø	OH/UG	#14 - #10	#14 - #10	#14 - #10
78205150050	121818	20	8	1Ø	OH/UG	#14 - #10	#14 - #10	#14 - #10
78205150080	122013	20	13	3Ø	OH/UG	#14 - #10	#14 - #10	#14 - #10
78205122735	122015	20	15	3Ø	OH/UG	#14 - #10	#14 - #10	#14 - #10
78205150090	122018	20	8	1Ø or 3Ø	OH/UG	#14 - #10	#14 - #10	#14 - #10
78205149000	U121814 *	20	4	1Ø	UG	#14 - #10	#14 - #10	#14 - #10
78205149010	U121815 *	20	5	1Ø	UG	#14 - #10	#14 - #10	#14 - #10
78205149020	U121816 *	20	6	1Ø	UG	#14 - #10	#14 - #10	#14 - #10
78205149030	U121818 *	20	8	1Ø or 3Ø	UG	#14 - #10	#14 - #10	#14 - #10
78205149040	U122013 *	20	13	3Ø	UG	#14 - #10	#14 - #10	#14 - #10
78205149045	U122015 *	20	15	3Ø	UG	#14 - #10	#14 - #10	#14 - #10
78205149050	U122018 *	20	8	1Ø or 3Ø	UG	#14 - #10	#14 - #10	#14 - #10

Part/UPC Number	Catalog Number	Overall Dimensions			L Dimension	Top Provision	Knockout Layout
		Height	Width	Depth			
78205150030	121814	42"	24"	11"	15 <sup>11</sup> / <sub>16</sub> "	H Hub	Fig. 1
78205150040	121815	42"	24"	11"	15 <sup>11</sup> / <sub>16</sub> "	H Hub	Fig. 1
78205150020	121816	42"	24"	11"	15 <sup>11</sup> / <sub>16</sub> "	H Hub	Fig. 1
78205150050	121818	42"	24"	11"	15 <sup>11</sup> / <sub>16</sub> "	H Hub	Fig. 1
78205150080	122013	42"	36"	11"	15 <sup>11</sup> / <sub>16</sub> "	H Hub	Fig. 2
78205122735	122015	42"	36"	11"	15 <sup>11</sup> / <sub>16</sub> "	H Hub	Fig. 2
78205150090	122018	42"	36"	11"	15 <sup>11</sup> / <sub>16</sub> "	H Hub	Fig. 2
78205149000	U121814 *	52"	24"	11"	25 <sup>11</sup> / <sub>16</sub> "	None	Fig. 1
78205149010	U121815 *	52"	24"	11"	25 <sup>11</sup> / <sub>16</sub> "	None	Fig. 1
78205149020	U121816 *	52"	24"	11"	25 <sup>11</sup> / <sub>16</sub> "	None	Fig. 1
78205149030	U121818 *	52"	24"	11"	25 <sup>11</sup> / <sub>16</sub> "	None	Fig. 1
78205149040	U122013 *	52"	36"	11"	25 <sup>11</sup> / <sub>16</sub> "	None	Fig. 2
78205149045	U122015 *	52"	36"	11"	25 <sup>11</sup> / <sub>16</sub> "	None	Fig. 2
78205149050	U122018 *	52"	36"	11"	25 <sup>11</sup> / <sub>16</sub> "	None	Fig. 2

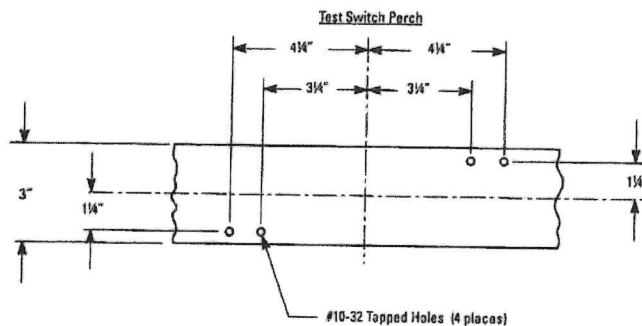
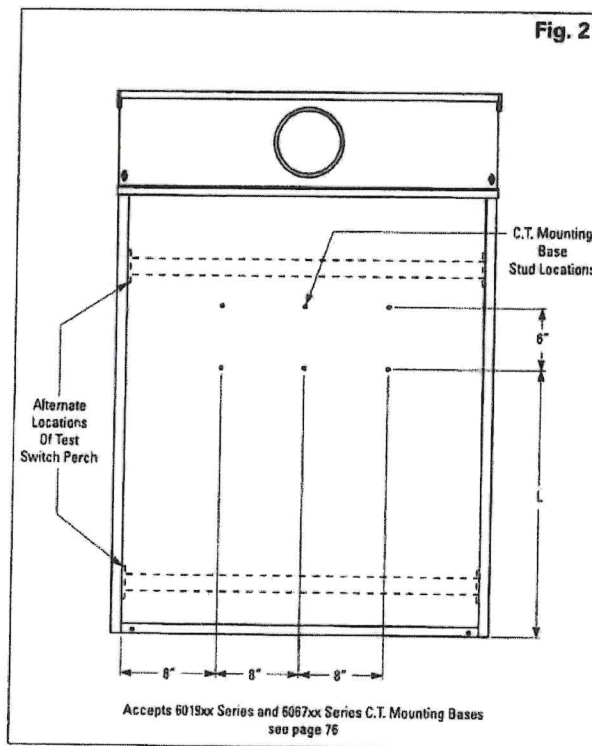
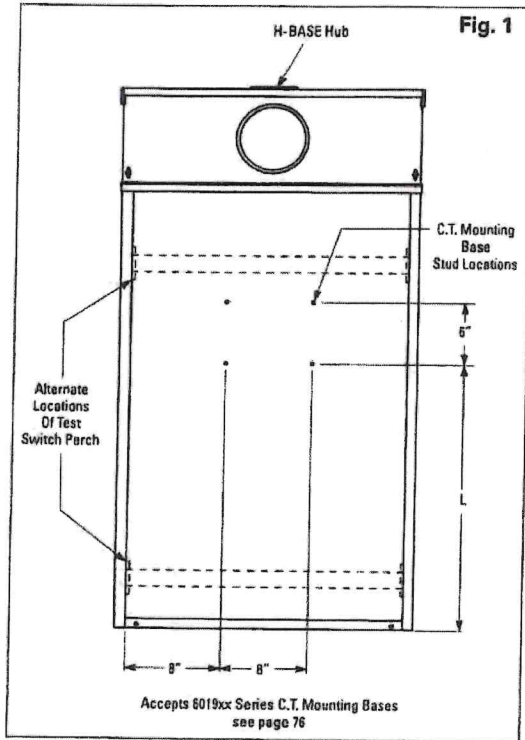
\* Items beginning with "U" comply with EUSERC 314, all other items comply with EUSERC 313.

Data subject to change without notice. Consult local utility for area acceptance. All dimensions are in inches.

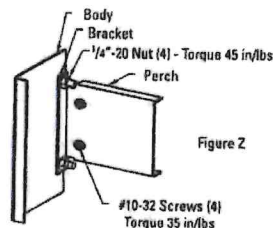
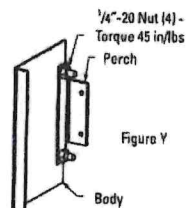
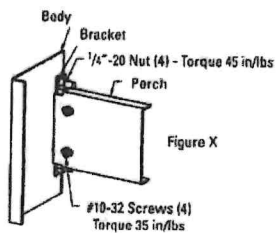
# Meter Socket / Enclosure Combination Cabinets

Style #	Suffixes
(U) 121814	SS - Stainless Steel 304
(U) 121815	SS6 - Stainless Steel 316
(U) 121816	
(U) 121818	
(U) 122013	
(U) 122015	
(U) 122018	

CT Rated



## Test Switch Perch Instructions



This enclosure is assembled with the test switch installed at a factory offset distance from the cover. If a greater offset is desired, follow these instructions:

1. Loosen and remove the screws holding the perch to the bracket, remove the perch. Loosen and remove the nuts on the bracket studs. (See Figure X)
2. Remove and rotate the brackets 180 degrees and relocate back onto bracket studs. (See Figure Y) Then fasten the nuts back on the bracket studs and torque them to 45 in/lbs.
3. Place the perch on the brackets and fasten with the screws, and torque screws to 35 in/lbs. (See Figure Z)

CT Metering

Data subject to change without notice. Consult local utility for area acceptance. All dimensions are in inches.

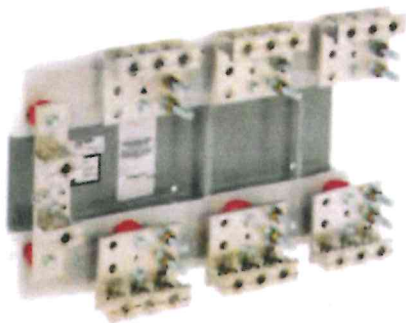


# Eaton 6067 HA

Catalog Number: 6067 HA

Eaton B-Line series current transformer metering, 400 A, 50 kAIC, 4 wires, For use with CT rated enclosures

## General specifications



Product Name	Catalog Number
Eaton B-Line series current transformer metering	6067 HA
	UPC
	782051407761
Product Length/Depth	Product Height
12 in	48 in
Product Width	Product Weight
30 in	21.225 lb
Compliances	Certifications
EUSERC Approved	UL

## Electrical specifications

Amperage rating

400 A

Interrupt rating

50 kAIC

## Model

Number of wires

4

Special features

For use with CT rated enclosures

## Resources

Catalogs

[test switch custom configuration](#)

Specifications and datasheets

[Eaton Specification Sheet - 6067 HA](#)



Eaton Corporation plc  
Eaton House  
30 Pembroke Road  
Dublin 4, Ireland  
[Eaton.com](http://Eaton.com)

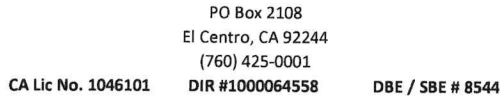
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[Eaton.com/socialmedia](https://Eaton.com/socialmedia)



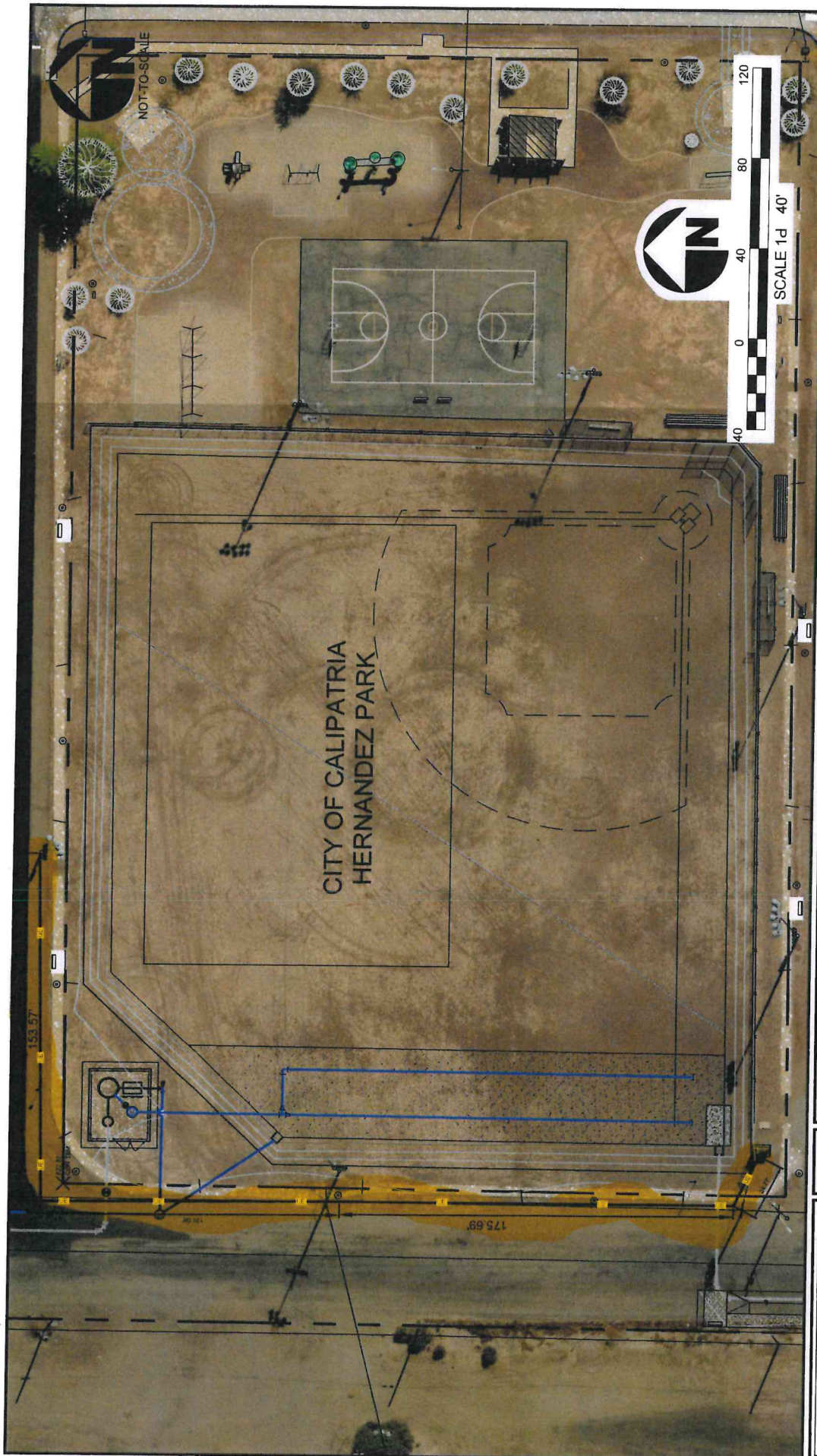
DATE: 11/15/2024	LOCATION: Calipatria, CA
CUSTOMER:	PROJECT NUMBER: 24-020
OWNER: City of Calipatria	
PROJECT NAME:	Hernandez Park Improvement Project

INCLUSIONS:	EXCLUSIONS:
Installation of new feeders to lighting pole that were damaged	Staking, Permits, Engineering, Testing, Surveying, Traffic Control Plan
Installation of conduit	Demolition other than specify above
	Fees of any kind (unless caused by contractor)
	Meters of any kind
	Removal of Shade Structures, AC units, or any other items not specified above
	Dewatering or Processing of Saturated Soils
	Over Excavation beyond the specified depth listed above
	Removal of Material that cannot be productively ripped with a Caterpillar D6
	Owner to provide nearby construction water for any and all purposes.
	Excavation and Disposal of any Debris not specified above.

DATE:

**Proposal is valid for 30 Days**





**The Holt Group**  
ENGINEERING PLANNING SURVEYING

1601 N. Imperial Ave. 201 E. Hobsonway	El Centro, Ca 92243 Blythe, Ca 92225	760.337.3883 760.922.4658
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**EXHIBIT:**

HERNANDEZ PARK UNDERGROUND  
ELECTRICAL CONDUIT

DATE: 11/08/2024  
THG JOB NUMBER

# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of

## CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,



2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

**3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

**5. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

**6. SWEATFREE CODE OF CONDUCT:**

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.





## SUPPLEMENT GOVERNMENT PAYEE DATA RECORD FORM

Form to be completed by Government Entity.

☐ FEDERAL

☐ STATE

☐ CITY

☐ COUNTY

AGENCY'S LEGAL NAME

DEPARTMENT

DIVISION

UNIT

FEIN

PHYSICAL ADDRESS

STREET

CITY

STATE

ZIP

REMIT TO INFORMATION

(WHERE YOU WANT YOUR PAYMENT SENT. ADDRESS MUST MATCH REMIT TO ADDRESS ON INVOICE.)

AGENCY NAME

STREET(P.O. Box)

CITY

STATE

ZIP

CONTACT INFORMATION

CONTACT PERSON

TITLE

PHONE

FAX

PURCHASING INFORMATION

☐ SERVICE TYPE OF SERVICE PROVIDED:

☐ COMMODITY TYPE OF PRODUCT PROVIDED: