

**COUNTY OF SAN DIEGO
COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD**

**REGULAR MEETING
July 17 2025, 10:00 A.M.
AT 1600 PACIFIC HIGHWAY, SAN DIEGO, ROOM 402A
AGENDA**

Attendance by Virtual Meeting made available.

[Zoom Link](#)

Phone Option: 1-669-444-9171; Meeting ID: 87893548493; Passcode (if prompted): 135246

- A. Call to Order
- B. Roll Call/Statement (just cause) and/or Consideration of a Request to Participate Remotely (emergency circumstances) pursuant to Assembly Bill 2449 by an Oversight Board Member (*if necessary and applicable*)
- C. Pledge of Allegiance
- D. Approval of Statement of Proceedings / Minutes of April 17, 2025 Regular Meeting
- E. Formation of Consent Calendar – Under this item, the Oversight Board may place action items under Section H on the consent calendar to be voted on in one motion.
- F. Public Communication Speakers: Members of the public may address the Oversight Board on subject matters within the Board’s jurisdiction, but not an item on this agenda. Comments on items on the agenda will be taken as each item comes up. Each speaker is limited to three minutes.
- G. Discussion Item(s)
 - APPROVAL OF A RESOLUTION OF THE SAN DIEGO COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD APPROVING THE PROPOSED AGREEMENT FOR PROFESSIONAL AUDIT SERVICES TO THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY FOR FISCAL YEARS 2025-2026, 2026-2027, AND 2027-2028, WITH OPTIONS TO EXTEND AGREEMENT FOR FISCAL YEARS 2028-2029 AND 2029-2030 RESPECTIVELY

Supporting documentation and attachments for items listed on this agenda can be viewed online at <http://www.sdcounty.ca.gov/community/san-diego-county-oversight-board.html> or in the Office of Economic Development & Government Affairs, 1600 Pacific Highway, Room 152, San Diego, CA 92101.

ASSISTANCE FOR THE DISABLED:

Agendas and records are available in alternative formats upon request. Contact the Office of Economic Development & Government Affairs at (619) 531-5198 with questions or to request a disability-related accommodation. Individuals requiring sign language interpreters should contact the Americans with Disabilities Coordinator at (619) 531-4908. To the extent reasonably possible, requests for accommodation or assistance should be submitted at least 24 hours in advance of the meeting so that arrangements may be made. An area in the front of the room is designated for individuals requiring the use of wheelchair or other accessible devices.

H. Action Item(s)

1. Adopt a resolution entitled, A RESOLUTION OF THE SAN DIEGO COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD APPROVING THE PROPOSED AGREEMENT FOR PROFESSIONAL AUDIT SERVICES TO THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY FOR FISCAL YEARS 2025-2026, 2026-2027, AND 2027-2028, WITH OPTIONS TO EXTEND AGREEMENT FOR FISCAL YEARS 2028-2029 AND 2029-2030 RESPECTIVELY

I. Communications Received:

J. Future Agenda Item(s):

- K. Set Future Meeting Date(s): August 21, 2025 10:00 a.m., September 18, 2025 10:00 a.m., October 16, 2025 10:00 a.m., November 20, 2025 10:00 a.m., December 18th, 2025 10:00 a.m.

L. Adjournment

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**COUNTY OF SAN DIEGO
COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD**

**REGULAR MEETING
April 17 2025, 10:00 A.M.
AT 1600 PACIFIC HIGHWAY, SAN DIEGO, ROOM 402A
Minutes**

Attendance by Virtual Meeting made available.

[Zoom Link](#)

Phone Option: 1-669-900-9128; Webinar ID: 827 1364 5735

- A. Call to Order at 10:00 a.m.
- B. Roll Call/Statement (just cause) and/or Consideration of a Request to Participate Remotely (emergency circumstances) pursuant to Assembly Bill 2449 by an Oversight Board Member (*if necessary and applicable*)

PRESENT: Board Members: Brian Hagerty, Scott Buxbaum, Rebecca Jones, Corinne Wilson, and Daniel Troy

ABSENT: Patrick Sanchez and Samuel Merrill

Other Attendees: Max Endoso, Principal Admin Analyst and Palmer Hilton, Attorney at Law

City of San Marcos: Donna Apar, Finance Director, Jeffrey Jorgenson, Accounting & Treasury Manager and Helen Holmes Peak, City Attorney, Chelsea Redmon, Munal Shah

- C. Pledge of Allegiance
- D. Approval of Statement of Proceedings / Minutes of January 27, 2025 Special Meeting

On motion of Chair Buxbaum and seconded by Vice-chair Jones, THE COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD approved the minutes of January 27, 2025, special meeting. Oversight Board staff did a roll call vote of each OB member to indicate approval or non-approval. Motion passed.

AYES: Hagerty, Buxbaum, Jones, Wilson, and Troy

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E. Formation of Consent Calendar – Under this item, the Oversight Board may place action items under Section H on the consent calendar to be voted on in one motion. **No items were placed on the consent calendar.**

F. Public Communication Speakers: Members of the public may address the Oversight Board on subject matters within the Board’s jurisdiction, but not an item on this agenda. Comments on items on the agenda will be taken as each item comes up. Each speaker is limited to three minutes. *No comments were received by the Board or were presented at the meeting.*

G. Discussion Item(s)

1. APPROVAL OF RESOLUTION OF THE SAN DIEGO COUNTYWIDE OVERSIGHT BOARD APPROVING THE ISSUANCE OF REFUNDING BONDS BY THE SUCCESSOR AGENCY TO THE SAN MARCOS REDEVELOPMENT AGENCY REGARDING THE PROPOSED REFUNDING OF ITS \$84,710,000 SUCCESSOR AGENCY TO SAN MARCOS REDEVELOPMENT AGENCY TAX ALLOCATION REFUNDING BONDS, SERIES 2015A

Presenter: Donna Apar, Finance Director, City of San Marcos

Supporting Staff: Helen Peak, City Attorney; Jeffrey Jorgensen, Accounting & Treasury Manager

Summary:

- The proposed action authorizes the refunding of Series 2015A Tax Allocation Bonds originally issued in 2015 in the amount of \$84.71 million.
- The current outstanding bond balance is approximately \$51 million, with a callable date of October 1, 2025.
- The purpose of the refunding is to achieve debt service savings as permitted under the California Health and Safety Code 34177.5(a)(1).
- The proposed refunding would reduce total debt service from \$64 million to approximately \$55 million, resulting in an estimated savings of \$9 million.
- The refunding will not extend the bond term, which remains set to mature on October 1, 2034.
- The net present value (NPV) savings is currently estimated at \$4.37 million, still above the legal threshold (any amount of savings qualifies).

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Key Questions & Responses:

- Member Hagerty inquired about potential bond market instability.

Response: The financing team is monitoring the market closely and will suspend issuance if savings no longer meet statutory requirements.

- Clarification was provided that under the Health and Safety Code, any net savings — even as little as one dollar — meets the legal threshold.

- Chair Buxbaum confirmed the NPV savings amount and term structure with the finance team.

Action Items

1. Upon approval of the Oversight Board, the Successor Agency to the San Marcos Redevelopment Agency will submit executed resolutions to the California Department of Finance (DOF).

2. Financing team to:

- Prepare and present the Preliminary Official Statement on May 13.
- Secure an underlying credit rating by late May.
- Finalize bond issuance and closing following DOF approval, targeted for early July 2025.

H. Action Item(s)

1. Adopt a resolution entitled, A RESOLUTION OF THE SAN DIEGO COUNTYWIDE OVERSIGHT BOARD APPROVING THE SUCCESSOR AGENCY TO THE SAN MARCOS REDEVELOPMENT AGENCY PROPOSED REFUNDING OF ITS \$84,710,000 SUCCESSOR AGENCY TO SAN MARCOS REDEVELOPMENT AGENCY TAX ALLOCATION REFUNDING BONDS, SERIES 2015A.

On motion of Chair Buxbaum and seconded by Vice-chair Jones, THE COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD approved A RESOLUTION OF THE SAN DIEGO COUNTYWIDE OVERSIGHT BOARD APPROVING THE SUCCESSOR AGENCY TO THE SAN MARCOS REDEVELOPMENT AGENCY PROPOSED REFUNDING OF ITS \$84,710,000 SUCCESSOR AGENCY TO SAN MARCOS REDEVELOPMENT AGENCY TAX ALLOCATION REFUNDING BONDS, SERIES 2015A. Oversight Board staff did a roll call vote of each OB member to indicate approval or non-approval. Motion passed.

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AYES: Buxbaum, Hagerty, Jones, Wilson, and Troy

- I. Communications Received: On 3/20/25, County staff sent an inquiry to Successor Agencies (SAs) regarding an agenda item that needs to be presented on June 19, 2025 since this date is a county holiday. By the due date of 4/3/25, only El Cajon, Imperial Beach and La Mesa responded that they don't have an agenda item for June 19. County staff sent another email to SAs that June Ob meeting will be cancelled since there is no possible agenda.

County staff received Member Sanchez' resignation letter dated 2/19/25 effective on 6/30/25. On 3/26/25, County staff reached out to LAFCO, which is the appointing authority for seat 3, to inform them of Member Sanchez' resignation and to start the process of replacing him. On 4/9/25, County staff received a response from LAFCO informing us that Erica Sellen will facilitate the replacement.

- J. Future Agenda Item(s): Renewal of Special Liability Insurance Program
- K. Set Future Meeting Date(s): May 15, 2025 10:00 a.m., July 17, 2025 10:00 a.m., August 21, 2025 10:00 a.m., September 18, 2025 10:00 a.m.
- L. Adjournment at 10:15 a.m.

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COUNTY OF SAN DIEGO

COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD

BRIAN HAGERTY

REBECCA JONES

VACANT

SCOTT BUXBAUM

DANIE, TROY

SAMUEL MERRILL

CORINNE WILSON

AGENDA ITEM

COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD

DATE: July 17, 2025

01

TO: Countywide Redevelopment Successor Agency Oversight Board

SUBJECT: APPROVAL OF A RESOLUTION OF THE SAN DIEGO COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD APPROVING THE PROPOSED AGREEMENT FOR PROFESSIONAL AUDIT SERVICES TO THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY FOR FISCAL YEARS 2025-2026, 2026-2027, AND 2027-2028, WITH OPTIONS TO EXTEND AGREEMENT FOR FISCAL YEARS 2028-2029 AND 2029-2030 RESPECTIVELY

SUMMARY:

Overview

Pursuant to Health and Safety Code (HSC) Section 34177(n) of the Dissolution Law, successor agencies must cause a post audit of its financial transactions and records at least annually by a certified public accountant. Payment of this obligation is therefore required by State law and constitutes an enforceable obligation of successor agencies pursuant to HSC Section 34171(d)(1)(C) and is payable with funds held in the Redevelopment Property Tax Trust Fund (RPTTF) maintained by the County Auditor-Controller for successor agencies.

Today's action requests the Oversight Board's (i) approval of the Imperial Beach Redevelopment Agency Successor Agency's (Successor Agency) proposed Agreement for Professional Audit Services (Agreement) (attached hereto as Attachment B) with Rogers, Anderson, Malody & Scott, LLP (Consultant) and (ii) authorization for the Successor Agency to sign the Agreement with Consultant. The Agreement provides for the Successor Agency (and the City of Imperial Beach (City) for the City's needs) to retain Consultant in order for Consultant to provide annual audit services of the Successor Agency's financial statements and records for Fiscal Years 2025-2026, 2026-2027, and 2027-2028, with the Successor Agency's options to extend the term of the Agreement for Fiscal Years 2028-2029 and 2029-2030, at the annual cost set forth in the Agreement. Pursuant to the Agreement, basic services will be provided by Consultant to the Successor Agency for the following not-to-exceed amounts: \$2,000 for FY 2025-2026, \$2,100 for FY 2026-2027, \$2,100 for FY 2027-2028 and, if the term of the

SUBJECT: APPROVAL OF A RESOLUTION OF THE SAN DIEGO COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD APPROVING THE PROPOSED AGREEMENT FOR PROFESSIONAL AUDIT SERVICES TO THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY FOR FISCAL YEARS 2025-2026, 2026-2027, AND 2027-2028, WITH OPTIONS TO EXTEND AGREEMENT FOR FISCAL YEARS 2028-2029 AND 2029-2030 RESPECTIVELY

Agreement is extended pursuant to the option, \$2,300 for each FY 2028-2029 and FY 2029-2030.

Recommendation(s)

1. Adopt the resolution entitled, A RESOLUTION OF THE SAN DIEGO COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD APPROVING THE PROPOSED AGREEMENT FOR PROFESSIONAL AUDIT SERVICES TO THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY FOR FISCAL YEARS 2025-2026, 2026-2027, AND 2027-2028, WITH OPTIONS TO EXTEND AGREEMENT FOR FISCAL YEARS 2028-2029 AND 2029-2030 RESPECTIVELY

Fiscal Impact

Pursuant to the Agreement, basic services will be provided by Consultant to the Successor Agency for the following not-to-exceed amounts: \$2,000 for FY 2025-2026, \$2,100 for FY 2026-2027, \$2,100 for FY 2027-2028 and, if the term of the Agreement is extended pursuant to the option, \$2,300 for each FY 2028-2029 and FY 2029-2030. Pursuant to the Agreement, Consultant would be compensated for additional services only upon the prior written approval of the Successor Agency. The proposed cost payable to Consultant will be listed as Item 25 on the Successor Agency's ROPS. For ROPS 25-26 approved by the Oversight Board and the Department of Finance, RPTTF was requested by the Successor Agency for audit related costs in Item 25.

BACKGROUND:

Pursuant to HSC Section 34177.3(b) of the Dissolution Law, the Successor Agency may create enforceable obligations to conduct the work of winding down the former Redevelopment Agency, including, without limitation, hiring staff and acquiring necessary professional administrative services. HCS Section 34177(n) of the Dissolution Law requires the Successor Agency to cause a post audit of its financial transactions and records at least annually by a certified public accountant.

Consultant is a certified public accounting firm and has represented to the Successor Agency that Consultant possesses the necessary qualifications to provide professional audit services requested by the Successor Agency. Consultant has served as the independent auditor for both the Successor Agency and the City since 2021 after being selected pursuant to a Request for Proposals process. Consultant has consistently delivered professional, accurate, and reliable audit services to the Successor Agency.

Based on the foregoing, the Successor Agency desires to retain the professional audit services of Consultant pursuant to the terms and conditions set forth in the Agreement.

SUBJECT: APPROVAL OF A RESOLUTION OF THE SAN DIEGO COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD APPROVING THE PROPOSED AGREEMENT FOR PROFESSIONAL AUDIT SERVICES TO THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY FOR FISCAL YEARS 2025-2026, 2026-2027, AND 2027-2028, WITH OPTIONS TO EXTEND AGREEMENT FOR FISCAL YEARS 2028-2029 AND 2029-2030 RESPECTIVELY

The proposed Agreement is structured as a tri-party agreement among the City, Successor Agency and Consultant, and provides for Consultant's audit services work for each of the following fiscal years: Fiscal Years 2025-2026, 2026-2027, and 2027-2028, and if the City and Successor Agency exercise their rights and options to extend the term as described in Section 4 of the Agreement, for Fiscal Years 2028-2029 and 2029-2030 respectively.

The Scope of Services attached to the Agreement as Exhibit "A" with respect to the Successor Agency states, in general terms, that Consultant will conduct an examination of the financial statements and records of the Successor Agency for compliance with generally accepted accounting principles as established by the Governmental Accounting Standards Board (GASB), for each of the above referenced fiscal years.

The Agreement provides that Consultant will be compensated for work completed, in the not-to-exceed ("NTE") amounts listed below, for the fiscal year audits of the Successor Agency's financial statements for basic services rendered under the Agreement, as more particularly described in Exhibit "A" of the Agreement:

				OPTION YR 1*	OPTION YR 2*
	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
SA	2,000	2,100	2,100	2,300	2,300

*Compensation payable to Consultant for Option Year 1 and Option Year 2 described above are each first subject to the Successor Agency's exercise of its option to extend the term of the Agreement for Fiscal Year 2028-2029 and Fiscal Year 2029-2030, respectively, as described in Section 4 of the Agreement.

Consultant will be compensated for additional services only upon prior written approval of the Successor Agency.

The Successor Agency, at its meeting on May 21, 2025, approved the subject Agreement for Professional Audit Services with Consultant (attached hereto as Attachment C). The costs to be paid by the Successor Agency for its required audit work under the Agreement will be included by the Successor Agency on each applicable annual ROPS.

The Oversight Board meeting at which the Oversight Board will consider the Agreement is set for Thursday, July 17, 2025.

SUBJECT: APPROVAL OF A RESOLUTION OF THE SAN DIEGO COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD APPROVING THE PROPOSED AGREEMENT FOR PROFESSIONAL AUDIT SERVICES TO THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY FOR FISCAL YEARS 2025-2026, 2026-2027, AND 2027-2028, WITH OPTIONS TO EXTEND AGREEMENT FOR FISCAL YEARS 2028-2029 AND 2029-2030 RESPECTIVELY

Respectfully submitted,



STEVE LOCKETT
Deputy Director, EDGA

ATTACHMENT(S)

A - Resolution No. OB-2025-020

B - (Proposed) Agreement for Professional Audit Services

C - Imperial Beach Redevelopment Agency Successor Agency Resolution No. SA-25-96

SUBJECT: APPROVAL OF A RESOLUTION OF THE SAN DIEGO COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD APPROVING THE PROPOSED AGREEMENT FOR PROFESSIONAL AUDIT SERVICES TO THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY FOR FISCAL YEARS 2025-2026, 2026-2027, AND 2027-2028, WITH OPTIONS TO EXTEND AGREEMENT FOR FISCAL YEARS 2028-2029 AND 2029-2030 RESPECTIVELY

AGENDA ITEM INFORMATION SHEET

PREVIOUS RELEVANT BOARD ACTIONS:

N/A

MANDATORY COMPLIANCE:

N/A

CONTACT PERSON(S):

Steve Lockett

Name

619-984-0697

Phone

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E-mail

Matthew Ostlund

Name

619-929-6662

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Matthew.Ostlund@sdcounty.ca.gov

E-mail

A RESOLUTION OF THE SAN DIEGO COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD APPROVING THE PROPOSED AGREEMENT FOR PROFESSIONAL AUDIT SERVICES TO THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY FOR FISCAL YEARS 2025-2026, 2026-2027, AND 2027-2028, WITH OPTIONS TO EXTEND AGREEMENT FOR FISCAL YEARS 2028-2029 AND 2029-2030 RESPECTIVELY

WHEREAS, pursuant to California Health and Safety Code (HSC) Section 34177.3(b) of the Dissolution Law, successor agencies may create enforceable obligations to conduct the work of winding down the former redevelopment agencies, including, without limitation, hiring staff and acquiring necessary professional administrative services; and

WHEREAS, HSC Section 34177(n) of the Dissolution Law requires successor agencies to cause a post audit of its financial transactions and records at least annually by a certified public accountant; and

WHEREAS, the Imperial Beach Redevelopment Agency Successor Agency (Successor Agency), at its meeting conducted on May 21, 2025, approved the Agreement for Professional Audit Services (Agreement) with Rogers, Anderson, Malody & Scott, LLP (Consultant) and the signing of same, for Consultant to provide, among other things, annual audit services to the Successor Agency for Fiscal Years 2025-2026, 2026-2027, and 2027-2028, with the Successor Agency's option to extend the term of the Agreement for Fiscal Years 2028-2029 and 2029-2030 respectively. The Successor Agency's approval is pursuant to Resolution No. SA-25-96; and

WHEREAS, the Successor Agency desires to enter into the proposed Agreement for the purpose of retaining Consultant pursuant to the Agreement for Consultant to provide annual audit services of the Successor Agency's financial statements and records for Fiscal Years 2025-2026, 2026-2027, and 2027-2028, with the Successor Agency's options to extend the term of the Agreement for Fiscal Years 2028-2029 and 2029-2030, at the annual cost set forth in the Agreement; and

WHEREAS, the annual cost payable to Consultant pursuant to the proposed Agreement will be listed as Item 25 on the annual Recognized Obligation Payment Schedule (ROPS) of the Successor Agency. Costs for audit services were requested by the Successor Agency as Item 25 on ROPS 25-26 approved by the Oversight Board and the Department of Finance.

NOW, THEREFORE, BE IT RESOLVED by the Oversight Board that, the Successor Agency's proposed Agreement for Professional Audit Services with Rogers, Anderson, Malody & Scott, LLP for audit services to the Successor Agency is approved.

IT IS FURTHER RESOLVED that the Successor Agency is authorized to sign the Agreement for Professional Audit Services with Rogers, Anderson, Malody & Scott, LLP.

Attachment A
Resolution No: OB-2025-020
Meeting Date: July 17, 2025

PASSED AND ADOPTED by the Oversight Board at a duly noticed meeting of the Oversight Board held on July 17, 2025.

Approved as to Form and Legality
By Adam U. Lindgren, Oversight Board Counsel

Scott Buxbaum
Chair, Oversight Board

ATTACHMENT B



City of Imperial Beach **AGREEMENT FOR PROFESSIONAL AUDIT SERVICES**

This Agreement for Professional Audit Services ("AGREEMENT"), entered into this 21st day of May, 2025, by and between the CITY OF IMPERIAL BEACH (hereinafter referred to as "CITY"), IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY, a public entity created pursuant to the laws of the State of California (hereinafter referred to as "SUCCESSOR AGENCY" or "SA", together with CITY, hereinafter referred to as "PUBLIC ENTITIES"), and ROGERS, ANDERSON, MALODY & SCOTT, LLP, a California limited liability partnership (hereinafter referred to as "CONSULTANT") (individually a "PARTY", collectively "PARTIES").

RECITALS

WHEREAS, PUBLIC ENTITIES desire to obtain the services of qualified certified public accountants for the purposes of conducting annual audits of their financial books and records; and

WHEREAS, CONSULTANT is a certified public accounting firm and has represented to PUBLIC ENTITIES that CONSULTANT possesses the necessary qualifications to provide professional audit services requested by PUBLIC ENTITIES; and

WHEREAS, CONSULTANT has served as the independent auditor for PUBLIC ENTITIES since 2021, consistently delivering professional, accurate, and reliable audit services; and

WHEREAS, PUBLIC ENTITIES desire to retain the professional audit services of CONSULTANT, and CONSULTANT desires to be retained by PUBLIC ENTITIES to provide such services; and

WHEREAS, PUBLIC ENTITIES have authorized the preparation of this AGREEMENT to retain the services of CONSULTANT as hereinafter set forth.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY THE PARTIES THAT PUBLIC ENTITIES DO HEREBY RETAIN CONSULTANT ON THE FOLLOWING TERMS AND CONDITIONS:

Section 1. EMPLOYMENT OF CONSULTANT.

PUBLIC ENTITIES hereby agrees to engage CONSULTANT and CONSULTANT hereby agrees to perform the services hereinafter set forth, in accordance with all terms and conditions contained herein. CONSULTANT represents that all professional services required hereunder will be performed directly by CONSULTANT, or under direct supervision of CONSULTANT.

Section 2. SCOPE OF SERVICES AND COMPENSATION.

- A. CONSULTANT shall provide services as described in Exhibit "A" entitled "Scope of Services," attached hereto and made a part hereof.
- B. As additional consideration, CONSULTANT and PUBLIC ENTITIES agree to abide by the terms and conditions contained in this Agreement.
- C. CONSULTANT will, in a professional manner, furnish all labor and all personnel; all supplies, materials, equipment, printing, vehicles, transportation, office space, and facilities; all testing,

analyses, and calculations; and all other means, except as otherwise expressly specified to be furnished by CITY or SUCCESSOR AGENCY, that are necessary or proper to complete the work and provide the required professional services.

- D. CONSULTANT shall be compensated for work completed, not to exceed ("NTE") amounts listed below, for the fiscal year audits of PUBLIC ENTITIES' financial statements for basic services rendered under this Section 2, as more particularly described in Exhibit "A."

	FY2025-26	FY2026-27	FY2027-28	OPTION YR 1* FY2028-29	OPTION YR 2* FY2029-30
CITY	48,950	52,060	52,060	55,100	55,100
SA	2,000	2,100	2,100	2,300	2,300
NTE	\$ 50,950	\$ 54,160	\$ 54,160	\$ 57,400	\$ 57,400

*Compensation payable to CONSULTANT for Option Year 1 and Option Year 2 described above are each first subject to PUBLIC ENTITIES' exercise of their options to extend the term of this AGREEMENT for Fiscal Year 2028-29 and Fiscal Year 2029-30, respectively, as described in Section 4 below.

CONSULTANT shall be compensated for additional services only upon prior written approval of CITY or SUCCESSOR AGENCY.

- E. CONSULTANT shall submit monthly statements for basic and additional services rendered in accordance with this Agreement. Payments to CONSULTANT will be made by PUBLIC AGENCIES within thirty (30) days of receipt of invoice. CITY and SUCCESSOR AGENCY each agree that the CONSULTANT's billings are correct unless CITY or SUCCESSOR AGENCY, within ten (10) days from the date of receipt of such billing, notifies CONSULTANT in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event CITY or SUCCESSOR AGENCY disputes part or all of an invoice, CITY or SUCCESSOR AGENCY, as applicable, shall pay the undisputed portion of the invoice within the above mentioned thirty (30) days.

Section 3. PROJECT COORDINATION AND SUPERVISION.

Lily Flyte, Finance Director for the PUBLIC ENTITIES, is hereby designated as the PROJECT COORDINATOR for PUBLIC ENTITIES and will monitor the progress and execution of this Agreement.

Section 4. LENGTH OF CONTRACT.

The term of this AGREEMENT between PUBLIC ENTITIES and CONSULTANT shall commence on the EFFECTIVE DATE and expire upon completion of the work as set forth in Section 2 above and as described in Exhibit "A" through completion of the audit for FY2027/2028, subject to PUBLIC ENTITIES' rights and options to extend the term of this AGREEMENT for two (2) additional one (1) year terms for professional audit services for Fiscal Year 2028-29 and Fiscal Year 2029-30 as set forth hereinbelow, and subject to earlier termination of the AGREEMENT pursuant to Section 16 below.

PUBLIC ENTITIES shall each have the rights and options to extend the term of this AGREEMENT for two (2) additional one (1) year terms for Fiscal Year 2028-29 and Fiscal Year 2029-30, respectively, by PUBLIC ENTITIES' providing CONSULTANT prior written notice of their exercise of such option at any time before the completion of work for the Fiscal Year preceding the extended term. Upon PUBLIC ENTITIES' written notice to CONSULTANT of their exercise of such option, the term of

this AGREEMENT shall be extended an additional one (1) year term for work with respect to Fiscal Year 2028-29 and 2029-30, as applicable.

Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any professional services performed by CONSULTANT in advance of the said date of authorization shall be considered as having been done at CONSULTANT's own risk and as a volunteer unless said professional services are so authorized.

Any delay occasioned by causes beyond the control of CONSULTANT may be reason for the granting of extension of time for the completion of the aforesaid services. When such delay occurs, CONSULTANT shall immediately notify the PROJECT COORDINATOR in writing of the cause and the extent of the delay, whereupon the PROJECT COORDINATOR shall ascertain the facts and the extent of the delay and determine whether an extension of time for the completion of the professional services is justified by the circumstances.

Section 5. CHANGES.

If changes in the work seem merited by PUBLIC ENTITIES or CONSULTANT, and informal consultations with the other party indicate that a change is warranted, it shall be processed by CITY or SUCCESSOR AGENCY in the following manner: a letter outlining the changes shall be forwarded to PUBLIC ENTITIES by CONSULTANT with a statement of estimated changes in fee or time schedule. An amendment to the Agreement shall be prepared by PUBLIC ENTITIES and executed, if approved, by both PARTIES before performance of such services or PUBLIC ENTITIES will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

Section 6. OWNERSHIP OF DOCUMENTS.

All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement, except those items defined as audit documentation under professional standards promulgated by the American Institute of Certified Public Accountants (AICPA), which will be the property of CONSULTANT, will be the property of CITY. CONSULTANT must promptly provide such documentation, except those items defined as audit documentation as described above, to CITY in electronic and/or other format as determined by CITY. Any audit documentation will be provided upon written request from the City under direct supervision of CONSULTANT. In the event of any re-use or alteration of the documents, such re-use or alteration will be the responsibility of CITY. Upon expiration or earlier termination of this Agreement, CONSULTANT must return to CITY any and all original equipment, documents or materials and all copies made thereof which CONSULTANT received from CITY or produced for CITY for the purposes of this Agreement, except those items defined as audit documentation under professional standards.

Section 7. AUDIT OF RECORDS.

7.1. At any time during normal business hours and as often as may be deemed necessary the CONSULTANT shall make available to a representative of CITY or SUCCESSOR AGENCY for examination all of its records with respect to all matters covered by this Agreement and shall permit CITY and/or SUCCESSOR AGENCY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial and program service records for at least seven (7) years unless the CONSULTANT is notified in writing by PUBLIC ENTITIES of the need to extend the retention period.

7.2. The CONSULTANT shall include the CITY's and SUCCESSOR AGENCY'S right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

Section 8. PUBLICATION OF DOCUMENTS.

Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement shall be released by CONSULTANT to any other person or agency without CITY's or SUCCESSOR AGENCY'S prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, shall be approved and distributed solely by CITY or SUCCESSOR AGENCY, unless otherwise provided by written agreement between the PARTIES. After project completion, CONSULTANT may list the project and the general details in its promotional materials.

Section 9. COVENANT AGAINST CONTINGENT FEES.

CONSULTANT declares that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach of violation of this warranty, CITY and SUCCESSOR AGENCY shall have the right to annul this Agreement without liability, or, at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Section 10. NO ASSIGNMENTS.

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which CITY, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

Section 11. INDEPENDENT CONTRACTOR.

At all times during the term of this Agreement, CONSULTANT and any subcontractors employed by CONSULTANT shall be an independent contractor and shall not be an employee of the CITY or SUCCESSOR AGENCY. CITY and SUCCESSOR AGENCY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, neither CITY or SUCCESSOR AGENCY shall not have the right to control the means by which CONSULTANT accomplishes its services. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT or sub consultant as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT shall follow the direction of the CITY or SUCCESSOR AGENCY as to end results of the work only.

Neither CONSULTANT nor CONSULTANT's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, CONSULTANT being solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

Section 12. LICENSES, PERMITS, ETC.

CONSULTANT represents and declares to PUBLIC ENTITIES that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONSULTANT represents and warrants to PUBLIC ENTITIES that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or

approval which is legally required for CONSULTANT to practice its profession. CONSULTANT shall obtain and maintain a City of Imperial Beach business license during the term of this Agreement.

Section 13. INSURANCE.

13.1. CONSULTANT shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the PUBLIC ENTITIES' Risk Manager.

13.2. CONSULTANT's liabilities, including but not limited to CONSULTANT's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY and SUCCESSOR AGENCY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this Agreement.

13.3. Types and Amounts Required. CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

13.3.1. ☒ **Commercial General Liability (CGL).** If checked the CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 per occurrence and subject to an annual aggregate of \$2,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

13.3.2. ☒ **Commercial Automobile Liability.** If checked the CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

13.3.3. ☒ **Workers' Compensation.** If checked the CONSULTANT shall maintain Worker's Compensation insurance for all of the CONSULTANT's employees who are subject to this Agreement and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000.00 employers' liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and SUCCESSOR AGENCY and its respective elected officials, officers, employees, agents and representatives.

13.3.4. ☒ **Professional Liability.** If checked the CONSULTANT shall also maintain Professional Liability (errors and omissions) coverage with a limit of

\$1,000,000 per claim and \$2,000,000 annual aggregate. The CONSULTANT shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the PUBLIC ENTITIES' exposure to loss. All defense costs shall be outside the limits of the policy.

13.4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions are the responsibility of the CONSULTANT and must be declared to and approved by PUBLIC ENTITIES. At the option of PUBLIC ENTITIES, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the PUBLIC ENTITIES, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to PUBLIC ENTITIES guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

13.5. Additional Required Provisions. The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

13.5.1. The CITY and SUCCESSOR AGENCY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY's and SUCCESSOR AGENCY's additional insured status must be reflected on additional insured endorsement form which shall be submitted to the PUBLIC ENTITIES.

13.5.2. The policies are primary and non-contributory to any insurance that may be carried by the CITY or SUCCESSOR AGENCY, as reflected in an endorsement which shall be submitted to the PUBLIC ENTITIES.

13.6. Verification of Coverage. CONSULTANT shall furnish the PUBLIC ENTITIES with original certificates and amendatory endorsements effecting coverage required by this Section 13. The endorsement should be on forms provided by PUBLIC ENTITIES or on other than PUBLIC ENTITIES forms provided those endorsements conform to PUBLIC ENTITIES' requirements. All certificates and endorsements are to be received and approved by the PUBLIC ENTITIES before work commences. The CITY and SUCCESSOR AGENCY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

13.7. Subcontractor Coverage. CONSULTANT shall also require each of its subcontractors to maintain insurance coverage that meets all the requirements of this Agreement.

13.8. PUBLIC ENTITIES' Options. CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect, CITY or SUCCESSOR AGENCY may either (1) immediately terminate this Agreement, or (2) take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

CONSULTANT shall assume liability for the wrongful or negligent acts, errors and omissions of its officers, agents and employees and subcontractors in regard to any functions or activity carried out by them on behalf of CITY or SUCCESSOR AGENCY pursuant to the terms of this Agreement.

Section 14. CONSULTANT NOT AN AGENT.

Except as CITY or SUCCESSOR AGENCY may specify in writing, CONSULTANT shall have no authority, expressed or implied, to act on behalf of CITY or SUCCESSOR AGENCY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, expressed or implied, pursuant to this Agreement to bind CITY or SUCCESSOR AGENCY to any obligation whatsoever.

Section 15. INDEMNITY.

To the fullest extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY and SUCCESSOR AGENCY, and its officers, officials, agents and employees from any and all claims, demands, costs or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subcontractors in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the active or sole negligence or willful misconduct by the CITY or SUCCESSOR AGENCY or its elected officials, officers, agents, and employees. CONSULTANT's indemnification obligations shall not be limited by the insurance provisions of this AGREEMENT. The PARTIES expressly agree that any payment, attorney's fees, costs or expense CITY or SUCCESSOR AGENCY incurs or makes to or on behalf of an injured employee under the CITY's or SUCCESSOR AGENCY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

Section 16. TERMINATION.

CITY or SUCCESSOR AGENCY may terminate this Agreement at any time by giving ten (10) calendar days' written notice to CONSULTANT of such termination and specifying the effective date thereof at least ten (10) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports, and other materials prepared by CONSULTANT shall, at the option of CITY or SUCCESSOR AGENCY, become the property of PUBLIC ENTITIES. If this Agreement is terminated by CITY or SUCCESSOR AGENCY as provided herein, CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of CONSULTANT covered by this Agreement, less payments of compensation previously made.

Should CONSULTANT be in default of any covenant or condition hereof, CITY or SUCCESSOR AGENCY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.

Section 17. NON-DISCRIMINATION.

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, nor shall CONSULTANT discriminate against any qualified individual with a disability. CONSULTANT will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin and shall make reasonable accommodation to qualified individuals with disabilities. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY or SUCCESSOR AGENCY setting forth the provisions of this non-discrimination clause.

Section 18. GENERAL CONDITIONS.

CONSULTANT shall provide no services for any private client within the corporate boundaries of CITY during the period that this Agreement is in effect, nor shall CONSULTANT, without, previous written permission from the PROJECT COORDINATOR, review any plan, map or other work which to the best of CONSULTANTS knowledge has been submitted by a private client for which the CONSULTANT has performed work within the previous 12 months or anticipates performing work in the succeeding 12 months. CONSULTANT shall immediately notify the PROJECT COORDINATOR in writing whenever CONSULTANT has reason to believe that aforementioned circumstance exists. CONSULTANT knows of no interests where it holds nor of any relationship it has or may have that would constitute a conflict of CONSULTANT performing the duties set forth in this Agreement solely in the best interest of PUBLIC ENTITIES.

Section 19. OFFICE SPACE AND CLERICAL SUPPORT.

CONSULTANT shall provide its own office space and clerical support at its sole cost and expense.

Section 20. SUBCONTRACTORS.

20.1. The CONSULTANT's hiring or retaining of third PARTIES (i.e. subcontractors) to perform services related to this Agreement is subject to prior approval by PUBLIC ENTITIES.

20.2. All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work related to this Agreement and for the duration of this Agreement. The CONSULTANT shall require the subcontractor to obtain all policies described in Section 13 above in the amounts required by the CITY and/or SUCCESSOR AGENCY, which shall not be greater than the amounts required of the CONSULTANT.

20.3. In any dispute between the CONSULTANT and its subcontractor, the CITY or SUCCESSOR AGENCY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY and SUCCESSOR AGENCY as described in Section 15 of this Agreement should the CITY or SUCCESSOR AGENCY be made a party to any judicial or administrative proceeding to resolve any such dispute.

Section 21. CONFIDENTIAL RELATIONSHIP.

CITY and/or SUCCESSOR AGENCY may from time to time communicate to CONSULTANT certain information to enable CONSULTANT to effectively perform the services. CONSULTANT shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of CITY and SUCCESSOR AGENCY. CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Section 21, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information (ii) is, through no fault of CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this contract without the prior written consent of PUBLIC ENTITIES. In its performance hereunder, CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

Section 22. MEDIATION.

In the event of a dispute between CITY and/or SUCCESSOR AGENCY and CONSULTANT concerning the terms of this Agreement or its performance, the PARTIES may, but are not required to, agree to submit such dispute to mediation. If both PARTIES agree to mediation, CITY and/or SUCCESSOR AGENCY and CONSULTANT agree to cooperate in good faith to promptly select a mediator, to schedule a mediation session, and to attempt to settle the claim or dispute through mediation.

Section 23. NOTICES.

All communications to either party by the other party shall be deemed made when received by such party at its respective name and address, as follows:

To CITY:

Attn: Lily, Flyte Finance Director
City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

To SUCCESSOR AGENCY:

Attn: Lily Flyte, Finance Director
Imperial Beach Redevelopment Agency Successor Agency
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

To CONSULTANT:

Attn: Gardenya Duran, CPA
Rogers, Anderson, Malady & Scott, LLP
735 E. Carnegie Drive, Suite 100
San Bernardino, CA 92408

Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) business days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above.

Section 24. CALIFORNIA LAW; VENUE.

This Agreement and its performance shall be governed, interpreted, construed, and regulated by the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in the County of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure § 394.

Section 25. ENTIRE AGREEMENT.

This Agreement, and its Exhibits, set forth the entire understanding of the PARTIES. There are no other understandings, terms or other agreements expressed or implied, oral or written. In the event there are conflicting provisions between the Agreement and any Exhibits, the Agreement provisions shall take precedence. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

Section 26. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement shall continue in full force and effect.

Section 27. TIME IS OF ESSENCE.

Time is of the essence for each and every provision of this agreement that states a time for performance and for every deadline imposed by the PROJECT COORDINATOR.

Section 28. COMPLIANCE WITH LAW.

CONSULTANT shall comply with applicable laws in effect at the time the services are performed hereunder which, to the best of its knowledge, information and belief, apply to its obligations under this Agreement.

Section 29. STATEMENT OF EXPERIENCE.

By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the Agreement in a manner satisfactory to PUBLIC ENTITIES. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private owners, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

Section 30. CONFLICTS OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.

During the term of this Agreement CONSULTANT shall not act as consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY or SUCCESSOR AGENCY. CONSULTANT shall at all times comply with the applicable terms of the Political Reform Act and the local conflict of interest ordinance. CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY or SUCCESSOR AGENCY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for PUBLIC ENTITIES.

CONSULTANT shall comply with all of the applicable reporting requirements of the Political Reform Act and local ordinance. Specifically, within 30 days of receiving notice from the CITY or SUCCESSOR AGENCY that CONSULTANT has been determined by the CITY or SUCCESSOR AGENCY to have a reporting requirement under the Political Reform Act, see Exhibit "B", CONSULTANT shall file Statements of Economic Interest with the City Clerk of the CITY in a timely manner on forms which CONSULTANT shall obtain from the City Clerk .

Section 31. RESPONSIBILITY FOR EQUIPMENT.

CITY or SUCCESSOR AGENCY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by CITY or SUCCESSOR AGENCY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY and SUCCESSOR AGENCY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

Section 32. NO WAIVER.

No failure of either PUBLIC ENTITIES or the CONSULTANT to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement shall constitute a waiver of any such breach of such covenant, term or condition.

Section 33. DRAFTING AMBIGUITIES.

The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

Section 34. CONFLICTS BETWEEN TERMS.

If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

Section 35. EXHIBITS INCORPORATED.

Exhibits "A" through "B" are incorporated into the Agreement by this reference.

Section 36. SIGNING AUTHORITY.

The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or PARTIES hereto harmless if it is later determined that such authority does not exist.

*****SIGNATURES ON FOLLOWING PAGE*****

IN WITNESS WHEREOF the PARTIES hereto have executed this Agreement the day and year first hereinabove written.

CONSULTANT/CONSULTANT:
ROGERS, ANDERSON, MALODY & SCOTT, LLP
a California limited liability partnership

CITY OF IMPERIAL BEACH,
A municipal corporation

Gardenya Duran, Partner

Tyler Foltz, City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Jennifer M. Lyon, City Attorney

Lily Flyte, Finance Director

SUCCESSOR AGENCY:

IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY,
a California public entity

Tyler Foltz, Executive Director

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Jennifer M. Lyon, General Counsel

Lily Flyte, Finance Director

EXHIBIT "A"

Scope of Services

CONSULTANT shall conduct an examination of the financial statements and records of (1) the CITY OF IMPERIAL BEACH and its component public agencies, including without limitation, the Housing Authority of the City of Imperial Beach, and the Imperial Beach Public Financing Authority, and (2) the IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY, for compliance with generally accepted accounting principles as established by the Governmental Accounting Standards Board (GASB), for each of the following fiscal years: Fiscal Year 2025-26, Fiscal Year 2026-27, and Fiscal Year 2027-28, and if PUBLIC ENTITIES exercise its rights and options to extend the term as described in Section 4 of the AGREEMENT, for Fiscal Year 2028-29 and Fiscal Year 2029-30, respectively. CONSULTANT shall conduct the audits in accordance with generally accepted auditing standards as established by the American Institute of Certified Public Accountants (AICPA) and will include other auditing procedures or standards that are considered necessary. It is understood by the PARTIES that such audit procedures are not primarily designed to and cannot be relied upon to disclose defalcations or other irregularities. Reliance for the prevention or detection of fraud, defalcations, or other irregularities should be placed principally upon an adequate internal accounting system with appropriate and functioning internal controls. It is the responsibility of each PARTY to establish and maintain such an internal control system; however, CONSULTANT shall report on internal control weaknesses.

Under the requirements of the federal government's program covering a single audit for all federal grant funds, the compliance and financial audit will be conducted according to the requirements of the Single Audit Act Amendments of 1996 in accordance with generally accepted auditing standards, as well as generally accepted governmental auditing standards if a single audit is required. Accountants' examination will be made in accordance with the standards for financial and compliance audits contained in the Government Auditing Standards, issued by the Comptroller General of the United States, and the provision of Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments.

CONSULTANT's audit will include all funds of CITY and its component public agencies. For the Housing Authority of the City of Imperial Beach, CONSULTANT will perform a compliance audit of the Housing Authority, and CONSULTANT's audit will include all funds of the Housing Authority.

For SUCCESSOR AGENCY, CONSULTANT shall trace expenditures to the approved Recognized Obligation Payment Schedule (ROPS), analyze all outstanding debt balances, and review all transfers to and from other funds. CONSULTANT will also review the recording of Redevelopment Property Tax Trust Fund (RPTTF) monies into the Redevelopment Obligation Retirement Fund (RORF), and report SUCCESSOR AGENCY as a Private Purpose Trust Fund in CITY's financial statements. CONSULTANT's audit will include all funds of SUCCESSOR AGENCY.

The services to be provided by CONSULTANT pursuant to this Scope of Services shall be consistent with the Cost Proposal submitted by CONSULTANT to the PUBLIC ENTITIES, which Cost Proposal is attached hereto.

CONSULTANT'S COST PROPOSAL

(see attachment)

City of Imperial Beach
Attention: Honorable Mayor and City Council
Imperial Beach, CA

Honorable Mayor and City Council,

We appreciate the City's confidence in our audit services and the opportunity to submit a cost proposal for the fiscal years 2026 - 2030. We value the strong working relationship we have built with your team, and we recognize and appreciate management's responsiveness and collaboration in ensuring an efficient audit process.

As part of our annual firm-wide engagement review, we assess each engagement against our financial and operational metrics. Over the past three years, our evaluation of the City's audit metrics has shown that it has consistently fallen below our minimum levels and is not sustainable. We discussed this with management, and management requested that we further analyze where problems may be since they had consistently met all delivery deadlines and have responded to all audit inquiries in a timely manner. As a result, we agreed to implement some efficiency measures such as transitioning to a fully remote audit in order to assist in lowering audit costs and revisiting the overages after the June 30, 2024 audit was completed. After further analysis, it was determined that management has met all their timeline audit requirements, and therefore, the original contract price did not properly estimate the resources required to provide the audit services.

Based on the information presented above, we are proposing the following fee schedule for the fiscal years 2026–2030:

Service	2026	2027	2028	Option Years	
				2029	2030
Required services					
City Audit and Related Reports	\$ 32,000	\$ 34,000	\$ 34,000	\$ 36,000	\$ 36,000
Financial Statement Preparation	8,650	9,500	9,500	9,900	9,900
GANN Limit					
Review Report	800	860	860	900	900
Successor Agency	2,000	2,100	2,100	2,300	2,300
State Controller's Report Preparation	2,000	2,000	2,000	2,200	2,200
Single Audit* and Related Reports	5,500	5,700	5,700	6,100	6,100
Total (not to exceed)	\$ 50,950	\$ 54,160	\$ 54,160	\$ 57,400	\$ 57,400

** = for the first major program; each additional program will be \$5,000 per program for FY 2026, \$5,500 for FY 2027 and 2028, and \$5,750 for FY 2029 and 2030.*

We recognize that this represents an increase over our last cost proposal from over 5 years ago, but it reflects the necessary investment to continue delivering the level of service and expertise the City expects and deserves. We value our relationship with the City and hope to continue serving as your auditors. However, if the City elects to seek new audit services, we would appreciate the opportunity to participate in that process.

If you agree with the fees outlined above, please sign and return this letter. Should you have any questions or require further information, please feel free to reach out.

We look forward to continuing our partnership with the City.

ROGERS ANDERSON MALODY & SCOTT LLP

Gardenya Duran, CPA, CGMA
Partner

RESPONSE:

This letter correctly sets forth the understanding of the City of Imperial Beach.

Authorized signer

Print name and title

Date

CONSULTANT CONFLICT OF INTEREST QUESTIONNAIRE

The City of Imperial Beach Conflict of Interest Code requires consultants who make or participate in the making of governmental decisions to disclose their personal assets that might be materially affected by their official actions. Such consultants are required to file a Statement of Economic Interests within 30 days of beginning their duties under the terms of a contract services agreement with the City, on an annual basis thereafter during the term of the contract, and within 30 days of completion of services. Your answers on the following questionnaire will help to determine whether a consultant's scope of duties includes the making or participating in the making of governmental decisions which may foreseeably have a material effect on the consultant's own financial interests. Such consultants' statements of economic interests may also provide information to help you determine whether a particular consultant should be disqualified from taking certain actions to avoid a conflict of interest.

The following questionnaire should be completed for every individual assigned to provide consulting services by the company identified below.

Consultant Name _____

Company Name _____

Project Description _____

Term of Service Begins _____ Ends _____

Administering Dept _____

SIGNED

DATE

A. Will the consultant assist in making governmental decisions relating to:				
1. Approval of a rate, rule or regulation?	Yes		No	
2. Adoption or enforcement of a law?	Yes		No	
3. Issuance, denial, suspension or revocation of any permit, license, application, certificate, approval, order, or similar authorization or entitlement?	Yes		No	
4. Recommendation to the agency to enter into, modify, or renew a contract?	Yes		No	
5. Granting agency approval of a contract to which the agency is a party, or to the specifications for such a contract?	Yes		No	
6. Granting agency approval to a plan, design, report, study, or similar item?	Yes		No	
7. Adoption or approval of policies, standards, or guidelines for the agency, or for any subdivision thereof?	Yes		No	
B. Will the consultant serve in a staff capacity with the agency and in that capacity perform the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code?	Yes		No	
C. Will the consultant manage public investments?	Yes		No	



City of Imperial Beach, California

OFFICE OF THE CITY MANAGER

825 Imperial Beach Blvd., Imperial Beach, CA 91932 Tel: (619) 423-8303 Fax: (619) 628-1395

CITY MANAGER DETERMINATION REGARDING CONSULTANT FILING CONFLICT OF INTEREST STATEMENT

Pursuant to the duly adopted City of Imperial Beach Conflict of Interest Code, this document shall serve as the written determination regarding the following consultant, the retention of whose services are under consideration by the City of Imperial Beach:

Name of Consultant	
Company Name	
Services to be Rendered	

Based upon review of the attached Consultant Conflict of Interest Questionnaire, it is hereby determined that:

_____ This consultant's duties are limited in scope and thus will not be required to fully comply with the disclosure requirements in the City's Conflict of Interest Code.

_____ This consultant's duties are significant in scope and thus will be required to comply with the disclosure requirements in the City's Conflict of Interest Code.

A Statement of Economic Interests shall be filed with the City Clerk's Department no later than 30 days after the City Council's approval of the contract services agreement.

The consultant's Statement of Economic Interests shall disclose all financial interests within the following disclosure categories, as delineated in the City's Conflict of Interest Code:

Signed:

Tyler Foltz
City Manager

Date

ATTACHMENT C

RESOLUTION NO. SA-25-96

RESOLUTION OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY APPROVING AN AGREEMENT FOR PROFESSIONAL AUDIT SERVICES FOR THE SUCCESSOR AGENCY WITH ROGERS, ANDERSON, MALODY & SCOTT, LLP AND AUTHORIZING THE EXECUTIVE DIRECTOR OF THE SUCCESSOR AGENCY TO SIGN THE AGREEMENT

WHEREAS, the City Council of the City of Imperial Beach ("City") adopted Resolution No. 2012-7136 on January 5, 2012, pursuant to Health and Safety Code Part 1.85, electing for the City to serve as the successor agency to the former Imperial Beach Redevelopment Agency upon the dissolution of the former Redevelopment Agency on February 1, 2012 under AB x1 26 ("Successor Agency"); and

WHEREAS, the Successor Agency is required by State law to complete an annual audit of its records and activities; and

WHEREAS, Rogers, Anderson, Malody & Scott, LLP is a qualified certified public accounting firm and is highly experienced in completing audits of governmental financial statements; and

WHEREAS, Rogers, Anderson, Malody & Scott, LLP has served as the City's independent auditor since 2021, providing consistent and reliable audit services and demonstrating a strong understanding of the City's financial operations; and

WHEREAS, continuing with the same audit firm promotes institutional knowledge, audit efficiency, and consistency in financial reporting, which benefits both the City Council and the public through clear, accurate, and timely financial disclosures; and

WHEREAS, the agreement for Professional Audit Services with Rogers, Anderson, Malody & Scott, LLP provides for audit services work for each of the following fiscal years: Fiscal Year 2025-26, Fiscal Year 2026-27, and Fiscal Year 2027-28, and if the City exercises its rights and options to extend the term as described in Section 4 of the Agreement, for Fiscal Year 2028-29 and Fiscal Year 2029-30, respectively.

NOW, THEREFORE, BE IT RESOLVED by the Imperial Beach Redevelopment Agency Successor Agency, as follows:

1. The foregoing recitals are true and correct and are a substantive part of this Resolution.
2. The Successor Agency Board of Directors hereby approves the agreement for Professional Audit Services with Rogers, Anderson, Malody & Scott, LLP to provide audit services for the Imperial Beach Redevelopment Agency Successor Agency for Fiscal Year 2025-26, Fiscal Year 2026-27, and Fiscal Year 2027-28, and if the City exercises its rights and options to extend the term as described in Section 4 of the Agreement, for Fiscal Year 2028-29 and Fiscal Year 2029-30, respectively. The City Council of the City further authorizes the City Manager or designee of the City to sign the Agreement.
3. This Resolution shall take effect upon the date of its adoption.

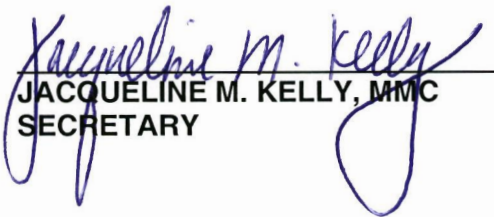
PASSED, APPROVED, AND ADOPTED by the Imperial Beach Redevelopment Agency
Successor Agency at its meeting held on the 21ST day of May 2025, by the following vote:

AYES:	COUNCILMEMBERS:	MCKAY, LEYBA-GONZALEZ, FISHER, SEABURY, AGUIRRE
NOES:	COUNCILMEMBERS:	NONE
ABSENT:	COUNCILMEMBERS:	NONE



PALOMA AGUIRRE,
CHAIRPERSON

ATTEST:



JACQUELINE M. KELLY, MMC
SECRETARY