

**AGENDA
CITY COUNCIL
CITY OF IMPERIAL
200 WEST 9TH STREET
IMPERIAL, CA 92251-1637
APRIL 21, 2021
CLOSED SESSION 6:00 PM
OPEN SESSION 7:00 PM**

**THIS MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE
GOVERNOR'S EXECUTIVE ORDER N-29-20**

To protect our constituents, City officials and City staff, the City requests all members of the public to follow the California Department of Health Services' guidance and the County of Imperial Public Health Office Order for the control of COVID-19 restricting group events and gatherings and maintaining physical distancing. Additional information regarding COVID-19 is available on the City's website at www.cityofimperial.org

1. If you choose to attend the Council meeting in person, you will be required to maintain appropriate physical distance, i.e. maintain a 6-foot distance between yourself and other individuals. Please note seating is limited.
2. You are strongly encouraged to observe the City Council meetings via Livestream at the City of Imperial Facebook page.
3. Email public comments to cityclerk@cityofimperial.org by 5:00 pm on Wednesday, April 21, 2021. Comments received by 4:00 pm will be read into the record.

TELECONFERENCE NOTICE

Pursuant to Executive Order N-29-20 issued by Governor Gavin Newsom on March 17, 2020 and to the extent applicable Government Code Section 54953(b), this City Council Meeting may include teleconference participation by the City Council Members and City staff. Consistent with Executive Order N-29-20 teleconference locations utilized by City Council Members shall not be accessible to the public and are not subject to special posting requirements.

The City of Imperial thanks you in advance for taking all precautions to prevent spreading the COVID-19 virus.

The Imperial City Council meetings, including public comments, are being Livestreamed on the City's social media pages. By remaining in the room, you are giving your permission to be recorded.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE BUILDING & SAFETY DIRECTOR, (760) 355-1152. NOTIFICATION 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING [28CFR 35.102-35.104 ADA TITLE II]

A. CITY COUNCIL CONVENES TO CLOSED SESSION AT 6:00 PM.

This is a **CLOSED SESSION** in which the **COUNCIL** discusses matters in closed as opposed to open session. Only those matters authorized by the Brown Act as permissible **CLOSED SESSION** subjects will be discussed. They are as follows:

- A-1. SUBJECT: CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION.**
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9
Two potential cases

A-2. SUBJECT: CONFERENCE WITH REAL PROPERTY NEGOTIATORS (GC 54956.8)

Property APN: 044-200-012
Agency Negotiators: City Manager
Negotiating Parties: Imperial Irrigation District
Under Negotiation: Pricing and Terms

A-3. SUBJECT: CONFERENCE WITH LABOR NEGOTIATOR (GC 54957.6)

Agency Negotiators: City Manager
Employee Organization: Management, Supervisory, Professional, Confidential, and Police Captain / Unrepresented

A-4. SUBJECT: CONFERENCE WITH LABOR NEGOTIATOR (54957.6)

Agency Negotiators: City Manager
Employee Organization: Imperial Police Officers Association

A-5. SUBJECT: CONFERENCE WITH LABOR NEGOTIATOR (54957.6)

Agency Negotiator: City Manager
Employee Organization: Teamsters Local No. 542

A-6. SUBJECT: PUBLIC EMPLOYEE PERFORMANCE EVALUATION (54954.5 (e))

Title: City Manager

CITY COUNCIL ADJOURNS CLOSED SESSION

B. CITY COUNCIL CONVENES TO OPEN SESSION AT 7:00 P.M.

ROLL CALL

PLEDGE OF ALLEGIANCE

ADJUSTMENTS TO THIS AGENDA

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

C. PUBLIC APPEARANCES:

C-1. Matters not appearing on the agenda. If you wish to address the COUNCIL concerning any item within the COUNCIL'S jurisdiction, please raise your hand and be acknowledged by the MAYOR, and at that time state your name and address for the record. The MAYOR reserves the right to place a time limit on each person's presentation of three (3) minutes. It is requested that longer presentations be submitted to the Council in writing.

C-2. Matters appearing on the agenda. If you wish to address the COUNCIL concerning any item appearing on the agenda, please raise your hand and be acknowledged by the MAYOR, and at that time state your name and address for the record. The MAYOR reserves the right to place a time limit on each person's presentation of three (3) minutes.

D. CONSENT AGENDA:

All items appearing under "Consent Agenda" will be acted upon by the City Council by one motion without discussion. Should any Council member or other person request that any item be considered separately that item will then be taken up at the time as determined by the MAYOR

- D-1.** Approval of claims/warrants report.
- D-2** Suspend emergency action for repairs at the Barioni Waterline Improvement Project as declared by Resolution 2021-05.
- D-3.** Continue emergency action for repairs at the Aten Blvd. and Cross Rd. intersection as declared by Resolution 2021-07.
- D-4.** Mayfield Ranch Subdivision Unit 3C: Authorize partial reconveyance to Imperial Ranch Partners, LLC; Lots 312-319 and 346-354 per FM 27/86-89.

E. ACTION ITEMS: (DISCUSSION/ACTION – APPROVE-DISAPPROVE)

- E-1. SUBJECT: DISCUSSION/ACTION: TRAFFIC CONCERNS AT THE INTERSECTION OF MARSHALL AVENUE AND CROWN COURT.**
 - 1. Select and approve appropriate mitigation measure to address traffic concerns at the intersection of Marshall Avenue and Crown Court.
- E-2. SUBJECT: DISCUSSION/ACTION: MAINTENANCE/REPAIR OF EQUIPMENT – VACTOR TRUCK – PUBLIC SERVICES**
 - 1. Approve quote for the replacement/exchange of pump and hydraulic oil from Haaker Equipment Company in the amount of \$12,058.72
- E-3. SUBJECT: DISCUSSION/ACTION: PLATE SETTLER REPLACEMENT PROJECT – WATER TREATMENT PLANT – BID NO. 2020-04.**
 - 1. Acceptance of work as completed by Speiss Construction.
 - 2. Authorize City Clerk to file the Notice of Completion with the Imperial County Records Office.
- E-4. SUBJECT: DISCUSSION/ACTION: IMPERIAL VALLEY DRUG COALITION LAW ENFORCEMENT COORDINATION CENTER (LECC) MOU – IMPERIAL POLICE DEPARTMENT.**
 - 1. Approve Memorandum of Understanding between City of Imperial and multiple agencies for the term of July 1, 2021 – June 30, 2024.
- E-5 SUBJECT: DISCUSSION/ACTION: IMPERIAL COUNTY LAW ENFORCEMENT AGENCIES (ICLEA) – IMPERIAL POLICE DEPARTMENT.**
 - 1. Approve Memorandum of Understanding between City of Imperial and the Imperial County Law Enforcement Agencies for cost sharing and use of law enforcement information utilizing ProPhoenix System.
- E-6. SUBJECT: DISCUSSION/ACTION: PURCHASE OF EQUIPMENT – IMPERIAL POLICE DEPARTMENT**
 - 1. Approval to purchase a Ford Explorer Interceptor from Ford of Chula Vista.
- E-7. SUBJECT: COVID-19 UPDATE.**

F. REPORTS:

- F-1. SUBJECT: DEPARTMENT REPORTS.**
- F-2. SUBJECT: CITY MANAGER REPORT.**
- F-3. SUBJECT: MAYOR AND COUNCIL MEMBER REPORTS.**

ADJOURN CITY COUNCIL MEETING UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, MAY 5, 2021 AT 7:00 P.M.

NOTE: Any documents produced by the City and distributed to a majority of the City Council/Agency Board regarding any item on this agenda will be made available at the front counter at City Hall, located at 420 S. Imperial Avenue, during normal business hours.

Check Register Report

D-1

Date: 04/15/2021

Time: 12:04 pm

Page: 1

CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
97955	04/13/21	Printed			7371	ADAMS, FERRONE & FERRONE		100,000.00
97956	04/15/21	Printed			7363	ABRIL PILLADO		139.76
97957	04/15/21	Printed			4058	ACE INDUSTRIAL SUPPLY INC.		1,165.64
97958	04/15/21	Printed			1599	ACE UNIFORMS & ACCESSORIES		242.97
97959	04/15/21	Printed			1021	AGGREGATE PRODUCTS, INC.		2,728.18
97960	04/15/21	Printed			023	AIRWAVE COMMUNICATIONS		5,401.11
97961	04/15/21	Printed			1119	ALBERT VALENZUELA		78.37
97962	04/15/21	Printed			7370	ALEXANDER TAMARAK & SEAN		161.65
97963	04/15/21	Printed			7332	ALFREDO HERNANDEZ		123.62
97964	04/15/21	Printed			2357	ALL VALLEY FENCE		1,083.54
97965	04/15/21	Printed			195	ALLIED WASTE		126,035.26
97966	04/15/21	Printed			5956	AMAZON CAPITAL SERVICES		1,655.66
97967	04/15/21	Printed			3115	AMERICAN WATER WORKS ASSOC		1,309.00
97968	04/15/21	Printed			6750	ANDRES CARMONA		130.51
97969	04/15/21	Printed			656	AQUA METRIC		35,756.71
97970	04/15/21	Printed			2081	ARAMARK UNIFORM SERVICE		2,574.70
97971	04/15/21	Printed			1700	ASCAP		367.00
97972	04/15/21	Printed			7130	ASPHALT KINGDOM		7,180.00
97973	04/15/21	Printed			1066	AT&T		1,962.62
97974	04/15/21	Printed			6933	AT&T		89.26
97975	04/15/21	Printed			1851	AT&T LONG DISTANCE		610.39
97976	04/15/21	Printed			2173	ATEN EXPRESS INC		250.00
97977	04/15/21	Printed			5835	ATS		12,897.04
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97981	04/15/21	Printed			4400	BABCOCK LABORATORIES, INC.		7,421.00
97982	04/15/21	Printed			6069	BAKER DISTRIBUTING COMPANY LLC		66.44
97983	04/15/21	Printed			6370	BIG STATE INDUSTRIAL SUPPLY		1,300.76
97985	04/15/21	Printed			7158	BLUETARP FINANCIAL, INC.		1,322.61
97986	04/15/21	Printed			7367	BRENDA AGUNDEZ		38.73
97987	04/15/21	Printed			674	BRENNTAG		19,702.05
97988	04/15/21	Printed			4603	BURN TABLES		8,425.00
97989	04/15/21	Printed			1747	CALIFORNIA ASSOCIATION OF		299.00
97990	04/15/21	Printed			567	CALIFORNIA ENVIRONMENTAL		7,212.59
97991	04/15/21	Printed			455	CALIFORNIA STATE DISBURSEMENT		618.46
97992	04/15/21	Printed			7369	CHRISTINA LOPEZ-PENALBER		89.59
97993	04/15/21	Printed			6222	CODE EXXPERS, LLC		1,595.66
97994	04/15/21	Printed			514	CORE & MAIN LP		4,325.71
97999	04/15/21	Printed			6857	COUNTY MOTOR PARTS CO, INC		3,996.49
98000	04/15/21	Printed			3135	COUNTY OF SAN DIEGO, RCS		1,824.00
98001	04/15/21	Printed			1069	CPS HR CONSULTING		82.50
98002	04/15/21	Printed			3315	CRAIG'S CRANE & SERVICE, INC.		740.00
98003	04/15/21	Printed			2725	CREDIT BUREAU OF IMPERIAL		35.00
98004	04/15/21	Printed			1302	DAVID TURCH & ASSOCIATES		5,000.00
98005	04/15/21	Printed			1287	DEMCO, INC.		101.63

Check Register Report

Date: 04/15/2021

Time: 12:04 pm

CITY OF IMPERIAL

BANK: UNION BANK

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Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
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98006	04/15/21	Printed			7374	DESERT HILLS CRANE SERVICE,LLC		250.00
98007	04/15/21	Printed			3673	DESERT RV SERVICE		300.00
98008	04/15/21	Printed			569	DESERT VETERINARY GROUP		950.89
98009	04/15/21	Printed			2815	DEVELOPMENT MANAGEMENT GROUP		2,800.00
98010	04/15/21	Printed			4049	DIVISION OF THE STATE		64.40
98011	04/15/21	Printed			517	DYNAMIC CONSULTING ENGINEERS		420.00
98012	04/15/21	Printed			7355	EDGAR BELTRAN		152.50
98013	04/15/21	Printed			207	EL CENTRO MOTORS		421.00
98014	04/15/21	Printed			7354	ERIK MONCAYO		63.46
98015	04/15/21	Printed			1307	EXECUTIVE LANDSCAPE INC		22,800.00
98016	04/15/21	Printed			7368	FAITH MALONE & RONNIE GRACIA		17.91
98017	04/15/21	Printed			2058	FASTENAL COMPANY		190.55
98018	04/15/21	Printed			019	FERGUSON ENTERPRISES, INC.		2,451.61
98019	04/15/21	Printed			7361	FERNANDO & ANGELICA FIERRO		87.73
98020	04/15/21	Printed			5134	FORENSIC DRUG TESTING SERVICES		55.00
98021	04/15/21	Printed			314	FRANCHISE TAX BOARD		136.37
98022	04/15/21	Printed			7366	FRANCINA LOUCEL		30.56
98023	04/15/21	Printed			7132	FRESNO FIRST BANK		51,274.26
98024	04/15/21	Printed			7357	GABRIELLE MERRELL		59.38
98025	04/15/21	Printed			4989	GEMINI GROUP LLC		2,006.00
98026	04/15/21	Printed			710	GRAINGER		1,126.08
98027	04/15/21	Printed			117	HAAKER EQUIPMENT COMPANY		346.02
98028	04/15/21	Printed			7360	HECTOR CARMEN FLORES		68.11
98029	04/15/21	Printed			886	HERTZ FURNITURE		5,496.48
98030	04/15/21	Printed			2096	HOME DEPOT CREDIT SERVICES		291.93
98031	04/15/21	Printed			1190	ICMA RC		1,313.35
98032	04/15/21	Printed			480	IMPERIAL COUNTY ASSESSOR.		183.30
98033	04/15/21	Printed			120	IMPERIAL COUNTY FIRE DEPT.		127,761.75
98034	04/15/21	Printed			4271	IMPERIAL COUNTY HUMANE SOCIETY		340.00
98035	04/15/21	Printed			4637	IMPERIAL COUNTY PUBLIC HEALTH		676.00
98036	04/15/21	Printed			3205	IMPERIAL COUNTY SHERIFFS DEPT.		60,335.33
98037	04/15/21	Printed			2914	IMPERIAL COUNTY TRANSPORTATION		2,285.53
98038	04/15/21	Printed			028	IMPERIAL IRRIGATION DISTRICT		39,921.13
98039	04/15/21	Printed			4264	IMPERIAL IRRIGATION DISTRICT		8,184.00
98040	04/15/21	Printed			1336	IMPERIAL LANDFILL- 4136		390.35
98041	04/15/21	Printed			102	IMPERIAL POLICE OFFICERS ASSN.		775.00
98042	04/15/21	Printed			221	IMPERIAL PRINTERS		198.26
98044	04/15/21	Printed			3187	IMPERIAL TRUSS & LUMBER CO.		275.61
98045	04/15/21	Printed			7147	IMPERIAL VALLEY CHRYSLER DODGE		1,125.85
98046	04/15/21	Printed			1555	IMPERIAL VALLEY PRESS		231.49
98047	04/15/21	Printed			535	IMPERIAL VALLEY TRUCK & AUTO		38.58
98048	04/15/21	Printed			5033	INFO SEND INC.		3,354.11

Check Register Report

Date: 04/15/2021

Time: 12:04 pm

CITY OF IMPERIAL

BANK : UNION BANK

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Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
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98051	04/15/21	Printed			1587	JADE SECURITY SYSTEMS, INC		59.99
98052	04/15/21	Printed			7375	JAMES LEE		67.78
98053	04/15/21	Printed			008	JIM REITER'S LOCKSMITH & SAFE		472.22
98054	04/15/21	Printed			6046	JNE POLYGRAPH LLC		790.00
98055	04/15/21	Printed			642	JORDAN CENTRAL IMPLEMENT CO.		31.66
98056	04/15/21	Printed			7372	JUDITH KAISER		47.54
98057	04/15/21	Printed			868	K-C WELDING & RENTALS, INC.		1,080.37
98058	04/15/21	Printed			7255	K.M INTERNATIONAL		8,762.26
98059	04/15/21	Printed			5776	KAESER COMPRESSORS, INC		2,253.77
98060	04/15/21	Printed			2901	KIMBALL MIDWEST		2,126.31
98061	04/15/21	Printed			035	KISCO SALES, INC		13.88
98062	04/15/21	Printed			5580	KOPPEL & GRUBER PUBLIC FINANCE		12,294.92
98063	04/15/21	Printed			1647	LA BRUCHERIE IRRIGATION SUPPLY		782.37
98064	04/15/21	Printed			5230	LABOR COMPLIANCE CONSULTANTS		4,230.00
98065	04/15/21	Printed			7300	LAW OFFICE OF		8,000.00
98066	04/15/21	Printed			1996	LEE TIRE CO.		1,210.59
98067	04/15/21	Printed			101	LINCOLN LIFE		1,167.67
98068	04/15/21	Printed			401	LOWE'S		82.66
98069	04/15/21	Printed			7364	LYNN HERNANDEZ		73.38
98070	04/15/21	Printed			7362	MARICELA CAMARILLO &		115.69
98071	04/15/21	Printed			2689	MAX SHEFFIELD		390.50
98072	04/15/21	Printed			2689	MAX SHEFFIELD		1,120.00
98073	04/15/21	Printed			6640	MENDE'S GROOM ROOM		70.00
98074	04/15/21	Printed			7365	MICHAEL FRAUENTHAL &		14,500.00
98075	04/15/21	Printed			776	MOSS, LEVY & HARTZHEIM LLP		15,000.00
98076	04/15/21	Printed			2295	NEW BORDER TACTICAL, INC		331.35
98077	04/15/21	Printed			516	NORTHERN TOOL & EQUIPMENT		981.08
98078	04/15/21	Printed			4481	O'REILLY		845.92
98079	04/15/21	Printed			079	ONE SOURCE DISTRIBUTORS		1,284.58
98080	04/15/21	Printed			7359	PATRICIA DOBBS		126.27
98081	04/15/21	Printed			4562	PET WASTE ELIMINATOR		172.40
98082	04/15/21	Printed			1455	PRIMO CONSTRUCTION & SERVICES		2,500.00
98083	04/15/21	Printed			172	PYRAMID CONSTRUCTION		47,781.73
98084	04/15/21	Printed			133	RAIN FOR RENT		348.87
98085	04/15/21	Printed			4952	RAJWANT KALOURIA		43.00
98086	04/15/21	Printed			694	REXEL OF AMERICA, LLC		9,296.00
98087	04/15/21	Printed			404	ROGER'S & ROGER'S NISSAN, INC.		11.12
98088	04/15/21	Printed			1637	ROMEO'S CAR WASH		102.00
98089	04/15/21	Printed			7358	SABRINA RUBIN		106.70
98090	04/15/21	Printed			957	SC FUELS		2,583.48
98091	04/15/21	Printed			2700	SCOTT EQUIPMENT		111,563.19
98092	04/15/21	Printed			979	SELLERS PETROLEUM		8,327.92
98093	04/15/21	Printed			1239	SHERWIN-WILLIAMS		254.75
98094	04/15/21	Printed			5706	SHI INTERNATIONAL CORP		3,912.99
98095	04/15/21	Printed			1367	SHRED-IT		71.70
98096	04/15/21	Printed			7356	SIRI & SON FARMS		13.08

Check Register Report

Date: 04/15/2021

Time: 12:04 pm

Page: 4

CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
98097	04/15/21	Printed			2365	SPARKLETTS		223.96
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98099	04/15/21	Printed			091	STAPLES CREDIT PLAN		211.30
98100	04/15/21	Printed			053	STATE WATER RESOURCES CONTROL		12,000.00
98101	04/15/21	Printed			4561	STATEWIDE TRAFFIC SAFETY AND		8,973.01
98102	04/15/21	Printed			6193	STRADLING YOCCA CARLSON&RAUTH, SULZER		330.00
98103	04/15/21	Printed			6707	SUN DATA SUPPLY		2,080.55
98104	04/15/21	Printed			6416	SUPERIOR READY MIX CONCRETE LP		62.42
98105	04/15/21	Printed			1265	TOM WATSON, INC		268.54
98106	04/15/21	Printed			2293	U.S. BANK		28,132.80
98116	04/15/21	Printed			5837	ULINE		14,244.77
98117	04/15/21	Printed			6883	UNDERGROUND SERVICE ALERT OF		4,535.79
98118	04/15/21	Printed			275	UNITED PARCEL SERVICE		118.94
98119	04/15/21	Printed			2008	UNITED WAY OF IMPERIAL COUNTY		48.38
98120	04/15/21	Printed			944	VALLEY PEST SERVICES, INC		6.00
98122	04/15/21	Printed			615	VER-MAC		1,322.00
98123	04/15/21	Printed			4492	VERIZON WIRELESS		3,895.00
98124	04/15/21	Printed			611	W M. LYLES CO.		3,500.83
98125	04/15/21	Printed			6900	WAGEWORKS, INC		974,210.91
98126	04/15/21	Printed			5674	WAXIE SANITARY SUPPLY		98.80
98127	04/15/21	Printed			1715	WEBB AND ASSOCIATES		560.73
98128	04/15/21	Printed			1568	WESTAIR GASES & EQUIPMENT		65,554.11
98129	04/15/21	Printed			1968	WESTERN HARVESTING, LLC		95.74
98130	04/15/21	Printed			5379	WILKINSON REAL ESTATE		95.84
98131	04/15/21	Printed			1827	XPRESS LUBE		290.95
98132	04/15/21	Printed			487			353.24

Total Checks: 160

Checks Total (excluding void checks):

2,286,608.04

Total Payments: 160

Bank Total (excluding void checks):

2,286,608.04

Total Payments: 160

Grand Total (excluding void checks):

2,286,608.04

DATE SUBMITTED 04/14/2021

SUBMITTED BY Public Services

DATE ACTION REQUIRED 04/21/2021

COUNCIL ACTION ☒

PUBLIC HEARING REQUIRED ☐

RESOLUTION ☐

ORDINANCE 1ST READING ☐

ORDINANCE 2ND READING ☐

CITY CLERK'S INITIALS 2

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: EMERGENCY FOR THE BARIONI BOULEVARD WATERLINE IMPROVEMENT PROJECT I. CEASE THE EMERGENCY AT THE BARIONI BOULEVARD WATERLINE IMPROVEMENT PROJECT				
DEPARTMENT INVOLVED: <u>CITY COUNCIL</u>				
BACKGROUND/SUMMARY: The City Council acted during their regular meeting on February 17th to declare an emergency at the Barioni Blvd. Waterline Improvement Project. During the March 3rd meeting action was taken to amend the resolution for additional unknown damages including signalization. The signal lighting has now been completed and would like to cease the emergency.				
FISCAL IMPACT: <u>Unknown</u>	FINANCE INITIALS _____			
STAFF RECOMMENDATION: <u>Council cease emergency action</u>	DEPT. INITIALS 			
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS <u>OTM</u>			
MOTION:				
<table style="width: 100%;"> <tr> <td style="width: 33%;"> SECONDED: AYES: NAYES: ABSENT: </td> <td style="width: 33%;"> APPROVED ☐ DISAPPROVED ☐ REFERRED TO: </td> <td style="width: 33%;"> REJECTED ☐ DEFERRED ☐ </td> </tr> </table>		SECONDED: AYES: NAYES: ABSENT:	APPROVED ☐ DISAPPROVED ☐ REFERRED TO:	REJECTED ☐ DEFERRED ☐
SECONDED: AYES: NAYES: ABSENT:	APPROVED ☐ DISAPPROVED ☐ REFERRED TO:	REJECTED ☐ DEFERRED ☐		

DATE SUBMITTED

4/14/2021

SUBMITTED BY

Public Services

DATE ACTION REQUIRED

04/21/2021

COUNCIL ACTION

PUBLIC HEARING REQUIRED ☒RESOLUTION ☐ORDINANCE 1ST READING ☐ORDINANCE 2ND READING ☐CITY CLERK'S INITIALS 38

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: **DISCUSSION/ACTION: Emergency at Aten Rd & Cross Rd Intersection**

1. Continue Resolution NO. 2021-07, Emergency at Aten Rd & Cross Rd.

DEPARTMENT INVOLVED: Public Services

BACKGROUND/SUMMARY:

On Friday evening, April 2nd, an accident affected the intersection of Aten Rd & Cross Rd Signal Lighting functions. The controller cabinet and other electrical components were damaged from vehicle collision.

Resolution was approved, passed and adopted by Council on April 7th during regular meeting.

Public Services has been working with IID & Bear Electrical Solutions to repair intersection.

At this time, cost and time frame to complete are unknown.

FISCAL IMPACT: Unknown

FINANCE
INITIALS _____

STAFF RECOMMENDATION: Council continues emergency

DEPT. INITIALS *File*

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS *04/21*

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ☐

DISAPPROVED ☐

REFERRED TO:

REJECTED ☐

DEFERRED ☐

RESOLUTION NO. 2021-07

**RESOLUTION DECLARING AN EMERGENCY, AUTHORIZING THE CITY
MANAGER TO TAKE SUCH ACTION AS MAY BE NECESSARY IN RESPONSE
THERE TO AND RATIFYING ACTION TAKEN TO DATE**

WHEREAS, the intersection of Cross Road and Aten Road (the "Intersection") is a busy intersection located in the City of Imperial ("City") and is controlled by a four-way traffic signal light;

WHEREAS, due to the amount of traffic that flows through the Intersection, the Intersection is designed and intended to be controlled by four-way traffic signal light for the safety of those traveling; and

WHEREAS, on the evening of Friday, April 2, 2021, a vehicle collided with the power pedestal and controls for the traffic signal light that controls the Intersection, causing the traffic signal light to malfunction and not work in manner for which it was installed; and

WHEREAS, in order to safeguard the public health and safety and to protect property, it is necessary to take immediate action to repair the traffic signal light; and

WHEREAS, the above described conditions constitute an emergency under applicable law and such emergency would not reasonably permit delays associated with a competitive solicitation for bids and the actions authorized herein are necessary to respond to the emergency; and

WHEREAS, the City Council wishes to delegate authority to the City Manager to take such action as may be necessary to complete the repair the traffic signal light, ratify actions already taken and otherwise address the emergency as described herein.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The above-referenced recitals are true and correct and are incorporated herein.
2. The City Council declares that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health or property, and hereby delegates to the City Manager the authority to take such immediate action as may be necessary to safeguard life, health or property in connection with repairing the traffic signal light, in accordance with Public Contracts Code sections 20168 and 22050 and without otherwise complying with bid requirements required by law.
3. The City Council authorizes action set forth herein and further ratifies action authorized by the City Manager taken to date to address the aforementioned issue on

the basis that the emergency described herein will not permit a delay resulting from a competitive solicitation of bids and the action is necessary to respond to the emergency.

APPROVED, PASSED, AND ADOPTED, at the regular meeting of the City Council this 7th day of April, 2021.

Karin Eugenio, Mayor

ATTEST:

Debra Jackson, City Clerk

DATE SUBMITTED

04/14/2021

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

04/21/2021

COUNCIL ACTION (x)

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

MAYFIELD RANCH SUBDIVISION UNIT No. 3C

- LOTS 312-319 and 346-354 PER FM 27/86-89

- AUTHORIZE PARTIAL RECONVEYANCE TO IMPERIAL RANCH PARTNERS, LLC

DEPARTMENT
INVOLVED:

COMMUNITY DEVELOPMENT

BACKGROUND/SUMMARY:

City staff conducted regular field inspection during the construction of the off-site improvements of Mayfield Ranch Subdivision Unit No. 3C. At this time improvements have been successfully completed.

Now the developer is requesting Partial Reconveyance of the above-referenced lots (312-319 and 346-354). See Exhibit A (Sheet 4 of 4, FM 27/86-89) attached herewith for details. The City will remain secured.

FISCAL IMPACT: NO FISCAL IMPACT

ADMIN
SERVICES
SIGN INITIALS

STAFF RECOMMENDATION:

Staff recommends authorization of Partial reconveyance regarding lots 312-319 and 346-354 as illustrated on Sheet 4 of FM 27/86-89 to Imperial Ranch Partners, LLC.

DEPT. INITIALS

OM

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

JHM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

Exhibit A

FM B27 P86

SHEET 1 OF 4 SHEETS

MAYFIELD RANCH UNIT NO. 3C

A PORTION OF THE SOUTH HALF OF THE EAST 320 ACRES OF TRACT 100, TOWNSHIP 15 SOUTH, RANGE 14 EAST, SAN BERNARDINO COUNTY, CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

OWNER'S STATEMENT:

WE HEREBY STATE THAT THE PARTIES LISTED BELOW ARE THE OWNERS OF OR HAVE AN INTEREST IN THE MAYFIELD RANCH UNIT NO. 3C, AND WE HAVE PREPARED AND RECORDED THIS MAP CONSISTING OF FOUR (4) SHEETS AND DESCRIBED IN THE CAPTION THEREOF. WE HEREBY OFFER FOR DEDICATION TO PUBLIC USE, A PORTION OF FIRST STREET, A PORTION OF SECOND STREET, A PORTION OF FOURTH STREET, PORTION OF SADDLEBACK DRIVE, A PORTION OF WADSWORTH ROAD, PORTION OF CROSS ROAD, LOT 1, LOT 17, LOT 18, LOT 19, LOT 20, AND THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS MAP AND BEING A PART OF THIS SUBDIVISION.

MORANSE VENTURES, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

DATE: 12-2-19

BY: MORANSE VENTURES, LLC

TITLE: SOLE MEMBERS

SUPPORTING DOCUMENTS:

THE FOLLOWING DOCUMENTS WERE RECORDED CONCURRENTLY WITH THIS FINAL MAP AS OFFICIAL RECORDS OF THE COUNTY OF IMPERIAL, IN SUPPORT OF THIS MAP:

TITLE: <u>Owners Cert-Trade</u>	INSTRUMENT NO. <u>2020003625</u>
TITLE: <u>Minerals i/Mineral Easements</u>	INSTRUMENT NO. <u>2020003626</u>
TITLE: <u>JAK CERTIFICATE</u>	INSTRUMENT NO. <u>2020003626</u>
TITLE: <u>JAK CERTIFICATE</u>	INSTRUMENT NO. <u>2020003627</u>
TITLE: <u>Subdivision Guarantee</u>	INSTRUMENT NO. <u>2020003629</u>
TITLE: <u>Subdivision Agreement</u>	INSTRUMENT NO. <u>2020003630</u>
TITLE: <u>Short Form Deed of Trust i/Assignment of Assets</u>	INSTRUMENT NO. <u>2020003630</u>
TITLE: _____	INSTRUMENT NO. _____
TITLE: _____	INSTRUMENT NO. _____
TITLE: _____	INSTRUMENT NO. _____
TITLE: _____	INSTRUMENT NO. _____
TITLE: _____	INSTRUMENT NO. _____

LEGAL DESCRIPTION:

THE SOUTH HALF OF THE SOUTH HALF OF THE EAST 320 ACRES OF TRACT 100, TOWNSHIP 15 SOUTH, RANGE 14 EAST, SAN BERNARDINO COUNTY, CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ANY PORTION LING WITHIN MAYFIELD RANCH UNIT NO. 1, AS PER MAP RECORDED IN BOOK 25 PAGES 15 THROUGH 18 OF FINAL MAPS AND ANY PORTION LING WITHIN MAYFIELD RANCH UNIT NO. 2, AS PER MAP RECORDED IN BOOK 25 PAGES 19 THROUGH 22 OF FINAL MAPS, RECORDS OF SAN COUNTY.

ALSO EXCEPTING THEREFROM THOSE PORTIONS LING WITHIN MAYFIELD RANCH UNIT NO. 1A, IN THE CITY OF IMPERIAL, SAN BERNARDINO COUNTY, CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS PER MAP RECORDED IN BOOK 25 PAGES 23 THROUGH 26 OF FINAL MAPS, RECORDS OF IMPERIAL COUNTY, AND THAT PORTION LING WITHIN MAYFIELD RANCH UNIT NO. 2, IN THE CITY OF IMPERIAL, SAN BERNARDINO COUNTY, CALIFORNIA, ACCORDING TO MAP ON FILE IN BOOK 27 PAGE 27 OF FINAL MAPS, RECORDS OF IMPERIAL COUNTY.

ALSO EXCEPTING THEREFROM ALL OF THE OR, GAS, HYDROCARBON SUBSTANCES AND ALL OTHER MINERALS, WHETHER SOLID, LIQUID OR GASEOUS, INCLUDING BUT NOT LIMITED TO HOT WATER, STEAM, GEOTHERMAL RESOURCES, GEOTHERMAL ENERGY AND EXTRACTABLE MINERALS IN AND UNDER SAID LAND LING BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, WITHOUT, HOWEVER, THE RIGHT OF ENTRY THROUGH THE SURFACE THEREOF FOR THE PURPOSE OF SURFACE MINING AND EXTRACTION OF THE AFORESAID MINERALS AS RESERVED BY F.A.D. HARRIS, INC., A CALIFORNIA CORPORATION, IN AND UNDER SAID LAND LING BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, AS PER RECORDS, AND RECORDED JULY 17, 1991 AS INSTRUMENT NO. 13208 IN BOOK 1677 PAGE 905 OF OFFICIAL RECORDS.

SIGNATURE COMMISSION STATEMENT:

PURSUANT TO SECTION 6600 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN LIMITED AS THEIR INTEREST CANNOT BE OPEN INTO A FEE AND SAID SIGNATURES ARE NOT RECORDED BY THE GOVERNING BODY.

- [8] ANY AGREEMENT BY AND BETWEEN ALLAN R. HEYER AND JAC. MINUILLAS, INCORPORATED IN BOOK 1677 PAGE 90 OF OFFICIAL RECORDS. SAID AGREEMENT IS LISTED IN THE TITLE REPORT, BUT IS NOT APPROPRIATE TO THE LAND SUBDIVIDED HEREIN.
- [9] ANY EASEMENT FOR A SUPPLY CANAL, AND RIGHTS INCIDENT THEREIN IN FAVOR OF ALLAN R. HEYER, RECORDED APRIL 14, 1993 IN BOOK 860 PAGE 5 OF OFFICIAL RECORDS. REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS. AFFECTS OVER THE EAST 30 FEET OF SAID LAND. (PLOTTED).
- [10] ANY EASEMENT FOR OPEN AND/OR UNDERGROUND CONCRETE LINED CANALS, OVERHEAD AND/OR UNDERGROUND TELEPHONE AND/OR ELECTRIC POWER LINES, AND RIGHTS INCIDENT THEREIN IN FAVOR OF IMPERIAL IRRIGATION DISTRICT, RECORDED NOVEMBER 2, 1980 IN BOOK 1593, PAGE 1388 OF OFFICIAL RECORDS. REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS. AFFECTS OVER A STRIP OF LAND 50 FEET IN WIDTH, THE CENTER LINE OF WHICH IS THE CENTER LINE OF THE CONCRETE LINED DATE LATERAL 7 CANAL (10-31-1980) CONSTRUCTED ACROSS THE SOUTH SIDE OF SAID LANDS. (PLOTTED)

CITY CLERK'S CERTIFICATE:

I, JUDITH JACKSON, CITY CLERK OF THE CITY OF IMPERIAL, CALIFORNIA, HEREBY STATE THAT THE CITY OF IMPERIAL CITY COUNCIL, ON OCTOBER 22, 2019, HAS APPROVED THIS FINAL MAP CONSISTING OF FOUR (4) SHEETS, AS THE OFFICIAL MAP OF MAYFIELD RANCH UNIT NO. 3C, FOR SUBDIVISION PURPOSES IN ACCORDANCE WITH THE APPROVAL OF THE TENTATIVE MAP THEREOF AND ANY APPROVED ALTERATIONS THEREOF AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE OFFER FOR DEDICATION OF PUBLIC ROADS AND PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS MAP.

ATTEST: JUDITH JACKSON
CITY CLERK OF THE CITY OF IMPERIAL

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT:

I, OTTOM MORA, COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF IMPERIAL, HEREBY STATE THAT THIS FINAL MAP CONSISTING OF FOUR (4) SHEETS, CONFORMS WITH THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THE CONDITIONS RELATED THEREIN, AS APPROVED BY THE PLANNING COMMISSION ON SEPTEMBER 18, 2017.

OTTOM MORA, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF IMPERIAL

DATE: 2/11/2020

SOILS REPORT:

A SOILS REPORT HAS BEEN PREPARED, SPECIFICALLY FOR THIS SUBDIVISION BY LANDMARK CONSULTANTS, INC. PROJECT NO. L200482, DATED DECEMBER 7, 2019, BY REGISTERED CIVIL ENGINEER NO. 37821. A COPY OF SAID REPORT IS ON FILE IN THE DEPARTMENT OF PUBLIC WORKS.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MORANSE VENTURES, LLC, ON MAY 2019. I HAVE EXAMINED THE RECORDS OF THE COUNTY OF IMPERIAL, CALIFORNIA, AND HAVE INDICATED ON THIS MAP THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE REPRODUCED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF.

DATED: 11-26-19

DAVID BELTRAN L.S. 8462

DAVID BELTRAN L.S. 8462

ACTING CITY SURVEYOR'S STATEMENT:

I, GORDON O. OLSON, ACTING CITY SURVEYOR OF THE CITY OF IMPERIAL, HEREBY STATE THAT I HAVE EXAMINED THIS MAP CONSISTING OF FOUR (4) SHEETS, THAT THE SUBDIVISION SHOWN HEREWITH IS SUBSTANTIALLY AS IT APPEARED ON THE TENTATIVE MAP, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE REPRODUCED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THE CONDITIONS RELATED THEREIN, AS APPROVED BY THE PLANNING COMMISSION ON SEPTEMBER 18, 2017.

DATED: 12-02-19

GORDON O. OLSON, PLS 7107

ACTING CITY LAND SURVEYOR

TITLE COMPANY'S STATEMENT:

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL THE PERSONS SPECIFIED IN THE OWNER'S STATEMENT HAVE BEEN ADVISED OF THE CONTENTS OF THIS MAP AND THAT THEIR CONSENT IS NECESSARY TO PASS TITLE TO THE LAND WITHIN THIS SUBDIVISION.

FILED: 11-26-19

DATE: 11-26-19

NAME: MORANSE VENTURES, LLC

TITLE: STEWART TITLE

COUNTY RECORDERS STATEMENT:

FILED THIS 20th DAY OF February, 2020 AT 11:35:55 AM IN BOOK 27 OF FINAL MAPS, AT PAGE 86, AT THE REQUEST OF MORANSE VENTURES, INC.

FILE: 491.00

DOCUMENT: 2020003624

DATE: 08/07/2019

DCE JOB NO. 050018

DYNAMIC CONSULTING ENGINEERS

Exhibit A

MAYFIELD RANCH UNIT NO. 3C

SHEET 2 OF 4 SHEETS

FM B27 P87

BASIS OF BEARINGS:

THE BASIS OF BEARING FOR THIS MAP IS NORTH 07°16'16" WEST, WHICH IS THE BEARING OF THE EASTERLY BOUNDARY LINE OF THE SOUTH HALF OF THE EAST 320 ACRES OF TRACT 106, TOWNSHIP 15 SOUTH, RANGE 14 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF IMPERIAL, THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

SURVEYOR'S NOTES:

1. BEGINNING AND ENDING LOT NUMBERS ARE 276 THROUGH 420.
2. TOTAL NUMBER OF LOTS IS 144.
3. TOTAL AREA (GROSS) IS 72.829 ACRES.
4. ALL DISTANCES AND/OR STREET WIDTHS, SHOWN WITHOUT DECIMALS, REPRESENT THAT DISTANCES TO THE NEAREST WHOLE NUMBER OF FEET.
5. DISTANCES TO THE NEAREST WHOLE NUMBER OF FEET ARE SHOWN WITHOUT DECIMALS.
6. A 1/2" X 1/8" REBAR AND PLASTIC PLUG STAMPED "P.S. 8487" WILL BE SET AT ALL LOT CORNERS WITHIN 90 DAYS OF COMPLETION OF PUBLIC IMPROVEMENTS, EXCEPT, OCCUPANCY OF BUILDINGS AND/OR STRUCTURES WILL NOT BE ALLOWED ON LOTS WITHOUT CORNERS SET FOR THAT LOT. WHERE SAID CORNERS FALL IN AREAS OF CONCRETE, A LEAD WITH BRASS TAG STAMPED "P.S. 8487" WILL BE SET IN THE CONCRETE.
7. WHERE CENTERLINES OF LOTS ARE NOT SHOWN, THE CENTERLINE OF THE LOT WILL BE SET AT A 5.00' OFFSET TO THE INTERSECTION. THE PLACEMENT OF THE MONUMENTS ARE SHOWN HEREON.
8. LOTS "A", "B", "C", AND "D" ARE DEDICATED TO THE CITY OF IMPERIAL FOR MAINTENANCE AND OPERATION OF STORM DRAIN LINE AND DETENTION BASIN PURPOSES.
9. THE INCIDENTAL DISTANCES SHOWN ON THIS MAP MAY NOT SUM TO THE OVERALL DISTANCE INDICATED DUE TO ROUND OFF THROUGH.

LEGEND:

- FOUND MONUMENT AS NOTED
- SET A 1/2" X 1/8" CONCRETE CILINDER W/BRASS TAG STAMPED "P.S. 8487" IN WELL BORE
- △ 100-FOOT PUBLIC UTILITY EASEMENT, GRANTED HEREON
- AN EASEMENT GRANTED TO ALLAN R. HENNER, RECORDED 4/14/1953 IN BOOK 880, PAGE 5 OF OFFICIAL RECORDS
- ▭ AN EASEMENT GRANTED TO IMPERIAL IRRIGATION DISTRICT, RECORDED 11/2/1980 IN BOOK 1650, PAGE 1388 AS FILE NO. 90019501 OF O.H.
- (R1) INDICATES RECORD DATA PER MAYFIELD RANCH UNIT NO. 3B PER FM 27-27.
- (R2) INDICATES RECORD DATA PER RECORD OF SURVEY IN BOOK 10, PAGE 100 OF RECORD OF SURVEY MAPS.
- (R3) INDICATES RECORD DATA PER MAYFIELD RANCH UNIT NO. 3A PER FM 27-23.
- STREET CENTER LINE
- LOT LINE
- PUBLIC UTILITY EASEMENT LINE
- SUBDIVISION BOUNDARY

LINE DATA TABLE

NO.	BEARING	LENGTH	REFERENCE
L1	N89°37'13"E	40.00'	N89°37'13"E 40.00' (R1)
L2	N44°37'13"E	14.14'	N44°37'13"E 14.14' (R1)
L3	N89°22'47"W	14.14'	N89°22'47"W 14.14' (R1)
L4	N00°22'47"W	60.00'	N00°22'47"W 60.00' (R1)
L5	N00°22'47"W	71.85'	N00°22'47"W 71.85' (R1)
L6	N00°22'51"W	30.00'	N00°22'51"W 30.00' (R1)

CURVE DATA TABLE

NO.	DELTA	RADIUS	LENGTH	REFERENCE
C1	89°59'57"	25.00'	39.27'	S91°00'00"W R=25.00' L=39.27' (R1)

Dynamic

CONSULTING
ENGINEERS

DATE: 08/07/2019
DCE JOB NO. 630818

PROCEDURE OF SURVEY

POSITION OF THE NORTH HALF OF THE SOUTH HALF OF THE EAST 320 ACRES OF TRACT 106

LEAD 3/4" IRON PIPE WITH PLASTIC CAP STAMPED "S. 7107" FOR CERTIFICATE OF CONNECTION FOR MAYFIELD RANCH UNIT NO. 3A. ACCEPTED AS THE NORTHWEST CORNER OF MAYFIELD RANCH UNIT NO. 3A.

FOUND 1-1/2" IRON PIPE WITH TAG MARKED "S. 7107" FOR CERTIFICATE OF CONNECTION FOR MAYFIELD RANCH UNIT NO. 3A. ACCEPTED AS THE NORTHWEST CORNER OF THE SOUTH HALF OF THE EAST 320 ACRES, TRACT 106, PER RODS 10-100, FM 25-15, AND FM 27-27.

N89°35'50"E 1312.43' (R1)

712.43'

FOURTH STREET

SEB 1000' 100.00'

ADOLPH BLANCH DRIVE

SEB 1000' 100.00'

SECOND STREET

SEB 1000' 100.00'

GREEN VALLEY WAY

SEB 1000' 100.00'

FIRST STREET

SEB 1000' 100.00'

TRACT 106

TRACT 99

TRACT 108

TRACT 107

TRACT 105

TRACT 104

TRACT 103

TRACT 102

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FM B27 P88

MAYFIELD RANCH UNIT NO. 3C

[illegible]

○	FOUND MONUMENT AS NOTED
■	SET A 4 INCH DIA. CONCRETE CINDER W/BRASS TAG STAMPED "P.S. BRG.", IN WELL BOX
□	1000-1000 PUBLIC UTILITY EASEMENT, GRANTED AN EASEMENT GRANTED TO ALLAN R. HEINER, RECORD 4/11/1963 IN BOOK 860, PAGE 5 OF OFFICIAL RECORDS.
9	AN EASEMENT GRANTED TO IMPERIAL AGRICULTURAL DISTRICT, RECORDED 11/2/1980 IN BOOK 1639, PAGE 1389 AS THE NO. 90019001 OF O.R.
10	INDICATES RECORD DATA PER WATERFALL RANCH UNIT NO. 3B PER TM 27-27.
(N1)	INDICATES RECORD DATA PER RECORD OF SURVIVY IN BOOK 10, PAGE 100 OF RECORD OF SURVY MAPS.
(N2)	INDICATES RECORD DATA PER WATERFALL RANCH UNIT NO. 3A PER TM 27-23.
(N3)	STREET CENTER LINE

DATE: 08/07/2019
DCE JOB NO. 650818



Exhibit A

FM B27 P89

SHEET 4 OF 4 SHEETS

MAYFIELD RANCH UNIT NO. 3C

A PORTION OF THE SOUTHWEST CORNER OF TRACT 100, TOWNSHIP 15 SOUTH, RANGE 14 EAST, SAN BERNARDINO COUNTY, CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

SURVEYOR'S NOTES:

1. BEGINNING AND ENDING LOT NUMBERS ARE 276 THROUGH 420.
2. TOTAL NUMBER OF LOTS IS 144.
3. TOTAL AREA (GROSS) IS 22.679 ACRES.
4. ALL DISTANCE AND/OR STREET WIDTHS, SHOWN WITHOUT DECIMALS, REPRESENT THAT DISTANCE TO THE HUNDREDTH OF A FOOT.
5. ALL LOTS SHOWN HEREON ARE GRANTED EASEMENTS TO THE CITY OF SAN BERNARDINO, CALIFORNIA, FOR THE CONSTRUCTION AND MAINTENANCE OF PUBLIC IMPROVEMENTS, EXCEPT, OCCUPANCY OF BUILDINGS AND/OR STRUCTURES WILL NOT BE ALLOWED ON LOTS WITHOUT CORNERS SET FOR THAT LOT, WHERE SAID CORNERS FALL IN AREAS OF CONCRETE, A LEAKAGE BASIN TAG STAMPED "AS BUILT" WILL BE SET, UNLESS THE CORNER MONUMENT WILL BE SET AT A 5.00' OFFSET TO THE INTERSECTION. THE PLACEMENT OF THE MONUMENTS ARE SHOWN HEREON.
6. LOTS "A", "B", "C", AND "D" ARE DEDICATED TO THE CITY OF IMPERIAL FOR MAINTENANCE AND OPERATION OF STORM DRAIN LINE AND FLOOD CONTROL STRUCTURES.
7. THE MONUMENTAL DISTANCES SHOWN ON THIS MAP MAY NOT SUM TO THE OVERALL DISTANCE INDICATED DUE TO ROUND OFF ERRORS.

LEGEND:

- FOUND MONUMENT AS NOTED
- SET A 4-INCH DIA. CONCRETE CYLINDER W/BRASS TAG STAMPED "715 8427", IN WELL BOX
- ▲ 10.00-FOOT PUBLIC UTILITY EASEMENT, GRANTED HEREON
- ⑨ AN EASEMENT GRANTED TO ALLAN R. HENDER, RECORDED 4/14/1953 IN BOOK 860, PAGE 5 OF OFFICIAL RECORDS.
- ⑩ AN EASEMENT GRANTED TO IMPERIAL IRRIGATION DISTRICT, RECORDED 11/2/1950 IN BOOK 1658, PAGE 1308 AS FILE NO. 30055057 OF O.R. PER FM 27-27.
- (R1) INDICATES RECORD DATA PER MAYFIELD RANCH UNIT NO. 3A
- (R2) INDICATES RECORD DATA PER RECORD OF SURVEY IN BOOK 10, PAGE 100 OF RECORD OF SURVEY MAPS.
- (R3) INDICATES RECORD DATA PER MAYFIELD RANCH UNIT NO. 3A PER FM 27-27.
- SHEET CENTER LINE
- LOT LINE
- PUBLIC UTILITY EASEMENT LINE
- SUBDIVISION BOUNDARY

LINE DATA TABLE			
NO.	BEARING	LENGTH	REFERENCE
L1	N89°37'13"E	40.00'	M44°37'13"E 40.00' (R3)
L2	M44°37'13"E	14.14'	M44°37'13"E 14.14' (R3)
L3	N89°37'13"E	14.14'	N89°37'13"E 14.14' (R3)
L4	N89°37'13"E	60.00'	N89°37'13"E 60.00' (R3)
L5	N89°37'13"E	71.83'	N89°37'13"E 71.83' (R3)
L6	N89°37'13"E	30.00'	N89°37'13"E 30.00' (R3)
L7	S44°57'13"W	21.21'	S44°57'13"W 21.21' (R3)
L8	S44°57'13"W	14.14'	S44°57'13"W 14.14' (R3)
L9	S44°57'13"W	20.00'	S44°57'13"W 20.00' (R3)
L10	N89°37'13"E	5.11'	N89°37'13"E 5.11' (R3)

CURVE DATA			
NO.	DELTA	RADIUS	LENGTH
C1	31°00'00"	50.00'	46.79'
C2	24°00'00"	50.00'	21.11'
C3	89°37'13"	50.00'	39.27'
C4	31°00'00"	50.00'	46.79'
C5	89°37'13"	50.00'	13.56'
C6	89°37'13"	50.00'	13.56'
C7	31°00'00"	50.00'	39.27'
C8	31°00'00"	50.00'	28.62'
C9	31°00'00"	50.00'	44.79'
C10	31°00'00"	50.00'	31.98'
C11	53°00'00"	50.00'	46.66'
C12	69°31'36"	50.00'	57.18'
C13	24°00'00"	50.00'	1.79'
C14	14°57'30"	50.00'	23.50'

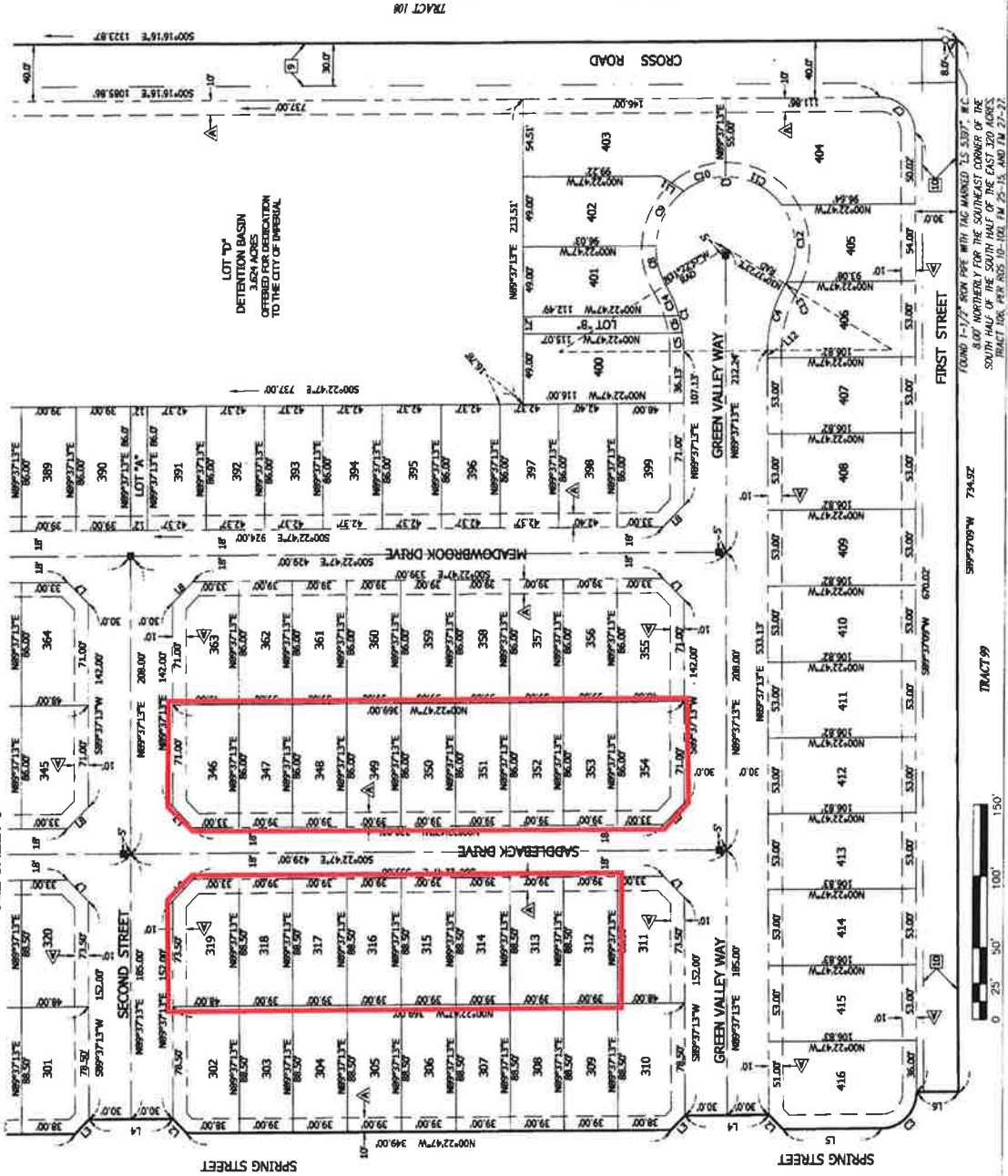
Dynamic CONSULTING ENGINEERS
DATE: 08/07/2019
DCE JOB NO. 65889

SEE SHEET 3

MAYFIELD RANCH UNIT NO. 3B
FM 27-27

SECOND STREET

FIRST STREET



FOUND 1-1/2" IRON PIPE WITH TAG MARKED "S 5307" W.C. 8.00' NORTHERLY FOR THE SOUTHEAST CORNER OF THE SOUTH CORNER OF THE CROSSROADS OF THE EAST CORNER OF TRACT 100, PER 25-15, AND FM 27-27

TRACT 99

TRACT 100

TRACT 101

TRACT 102

TRACT 103

TRACT 104

TRACT 105

Agenda Item No. E - 1

DATE SUBMITTED

4/14/2020

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

4/21/2021

COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS JD

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: TRAFFIC CONCERNS AT THE INTERSECTION OF MARSHALL AVENUE AND CROWN COURT

1. Placement of new 3-way stop signs at the intersection of Marshall Avenue and Crown Court

DEPARTMENT
INVOLVED:

COMMUNITY DEVELOPMENT

BACKGROUND/SUMMARY:

The City of Imperial has received various concerns regarding traffic, speeding, and visibility surrounding business owners, at this intersection. The ideal mitigation for the business owners, is the placement of a three-way stop.

Crown Court and Marshall Avenue are uncontrolled. Sidewalks are not provided at all approaches to the intersection, there are no mark crosswalks, and there are no parking restrictions at the approaches of the intersection. On July 8, 2020, the Traffic Commission recommended a 3 way stop to mitigate the concern. Staff designed the three way stop at this intersection and revealed conflicts with the existing driveway configuration (See Exhibit A). Following the State and City Guideless, the proposed stop sign will be located in the middle of the driveway. Staff also designed three new proposals that shows the intended strategy of mitigation measures for the Commission to review (See Exhibit "B", "C" and "D"). On March 24, 2021, the Traffic Commission reviewed these options and recommended a red curb as per Exhibit "C" with a modified 100' Red Curb on the South East location along Marshall Avenue. Please attached staff report for additional details. The potential funding sources are General Fund, Local Transportation, LTA Measure "D".

FISCAL IMPACT:

Please see mitigation measures costs outlined within the staff report

ADMIN
SERVICES
SIGN
INITIALS _____

RECOMMENDATION: Traffic Commission recommended a red curb as per Exhibit "C" with a modified 100' Red Curb on the South East location along Marshall Avenue.

DEPT.
INITIALS OM

MANAGER'S RECOMMENDATION:

approve red curb

CITY
MANAGER'S
INITIALS OHM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVE ()

REFERRED

TO:

REJECTED ()

DEFERRED ()



Staff Report

Agenda Item No.

To: City of Imperial City Council

From: Othon Mora, Community Development Director

Date: April 14, 2021

Subject: Proposed placement of new 3-way stop signs @ the intersection of Marshall Avenue and Crown Court.

Background:

The City of Imperial has received various concerns regarding traffic, speeding, and visibility surrounding business owners, at this intersection. The ideal mitigation for the business owners, is the placement of a three-way stop.

Crown Court and Marshall Avenue are uncontrolled. Sidewalks are not provided at all approaches to the intersection, there are no mark crosswalks, and there are no parking restrictions at the approaches of the intersection. On July 8, 2020, the Traffic Commission recommended a 3 way stop to mitigate the concern. Staff designed the three way stop at this intersection and revealed conflicts with the existing driveway configuration (See Exhibit A). Following the State and City Guideless, the proposed stop sign will be located in the middle of the driveway. Staff also designed three new proposals that shows the intended strategy of mitigation measures for the Commission to review (See Exhibit "B", "C" and "D"). On March 24, 2021, the Traffic Commission reviewed these options and recommended a red curb as per Exhibit "C" with a modified 100' Red Curb on the South East location along Marshall Avenue.

Analysis:

The Development Review Committee has assessed the area in regards to the placement of a three-way stop at the intersections of Marshall Avenue and Crown Court.

The following Development Review Committee members reviewed the item:

- Assistant City Manager, Alexis Brown
- Public Services Director, Jackie Loper

- Parks Superintendent, Tony Lopez
- Imperial County Fire Representative, Andrew Loper
- Community Development Director, Othon Mora
- Community Services Director, Ember Haller
- Imperial Police Chief, Leonard Barra
- Planner, Lisa Tylanda

Based on the concerns expressed by business owners, the placement of a three-way stop may provide and fulfill the sought-after traffic safety mitigation. the Development Review Committee (DRC) has based the recommendation on the following guidelines from the “Manual on Uniform Traffic Control Devices (MUTCD)” as follows:

Section 2B.04, “Right of Way at Intersections”, of the CA-MUTCD states that “In addition, the use of YIELD or STOP signs should be considered at the intersection of two minor streets or local roads where the intersection has more than three approaches and where one or more of the following conditions exist:

- The combined vehicular, bicycle, and pedestrian volume entering the intersection from all approaches average more than 2,000 units per day
- The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with the normal right-of-way rule if such stopping or yielding is necessary
- Crash records indicate that five or more crashes that involve the failure to yield the right-of-way at the intersection under the normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a 2-year period
- Section 2B.07, “Multi-way Stop Application”, of the CA-MUTCD stipulates that multi way stops to be considered as an option on “Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop.”
- YIELD or STOP signs should not be used for speed control.

Staff’s findings are as follows:

- The CA-MUTCD defines minimum requirements for traffic volumes, pedestrian volumes, and bicycle volumes to warrant an all-way stop controlled intersection. Based on field observations, the intersection of Crown Court and Marshall Avenue would not meet these minimum volume requirements. Currently, there is not a recent traffic study available for the area.

- Utilizing the Statewide Incident Traffic Reporting System and the City's database, a review of the collision history at the intersection was conducted for a three-year period. Reports show that there have been 0 collisions in the area.
- Based on field observations, there is limited "visibility" challenge at the intersection for drivers "stopping" on Crown Court going west and try to turn in either direction due to cars parking on Marshall Avenue.

Other Mitigation Measures Options and Cost:

3 Way Stop Sign \$6,348.00

RRPF (Rectangular Rapid Flashing Beacons) Pedestrian Crosswalk Systems \$17,732

Asphalt Speed Bumps \$12,000.00

Asphalt Speed Humps \$15,000.00

Rubber Speed Bumps \$2,000.00

Rubber Speed Humps \$2,250.00

Speed Radar Signs \$29,500.00

3 Modified Way Stop Sign \$7,148.00

Staff Recommendation:

Based on these findings, staff recommend installation of a three-way stop sign at Crown Court and Marshall Avenue or a single stop on Crown court with at least 50' red curb marking along Marshall Avenue.

Location Map:



Marshall Ave. & Crown Ct.

3 Way Stop

EXHIBIT "A"

Legend

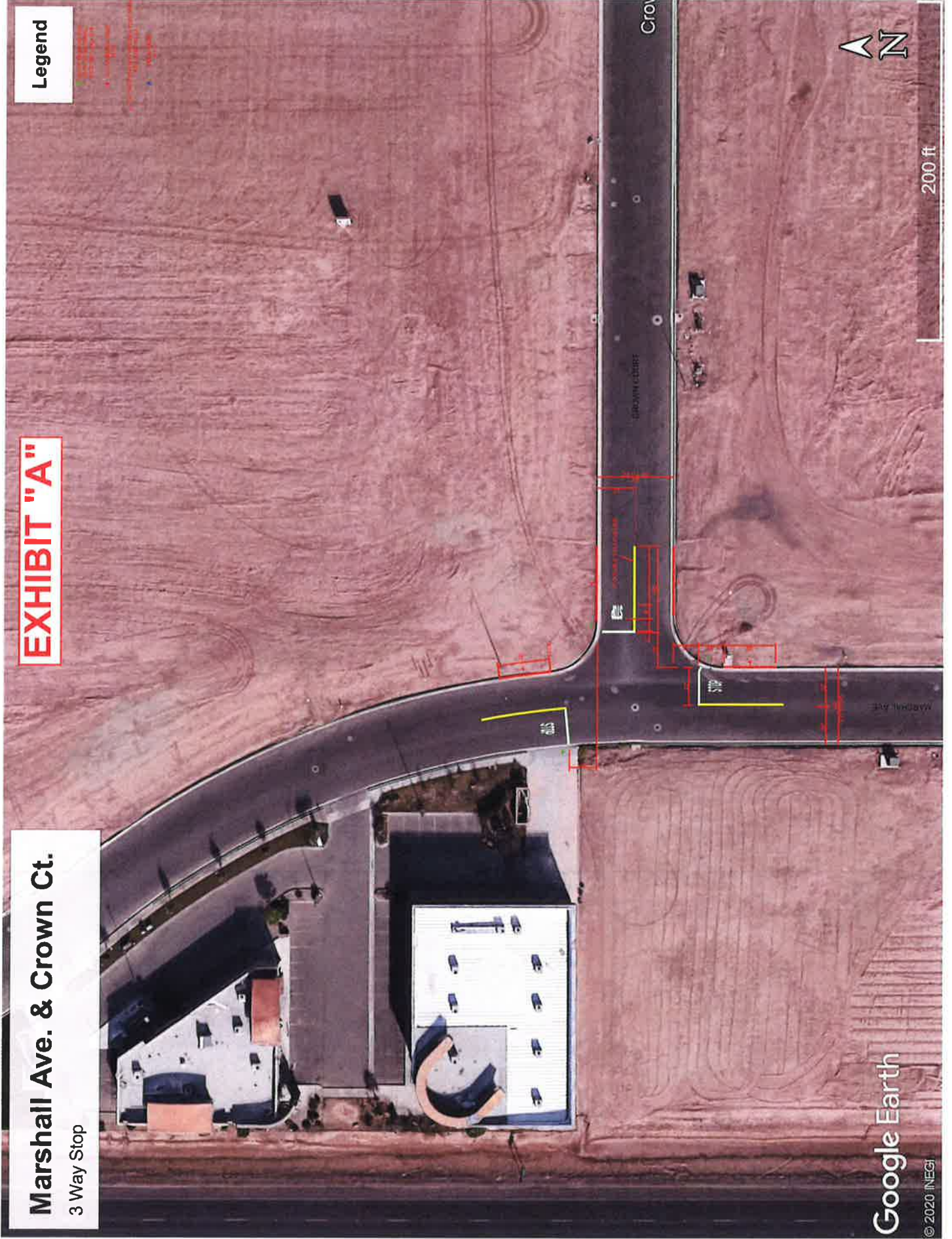
- Proposed Right of Way
- Proposed Roadway
- Proposed Shoulder
- Proposed Median
- Proposed Sidewalk
- Proposed Storm Drain
- Proposed Utility
- Proposed Structure
- Proposed Landmark
- Proposed Boundary
- Proposed Easement
- Proposed Right of Way
- Proposed Roadway
- Proposed Shoulder
- Proposed Median
- Proposed Sidewalk
- Proposed Storm Drain
- Proposed Utility
- Proposed Structure
- Proposed Landmark
- Proposed Boundary
- Proposed Easement

Google Earth

© 2020 INEGI



200 ft



Marshall Ave. & Crown Ct.

3 Way Stop

EXHIBIT B"

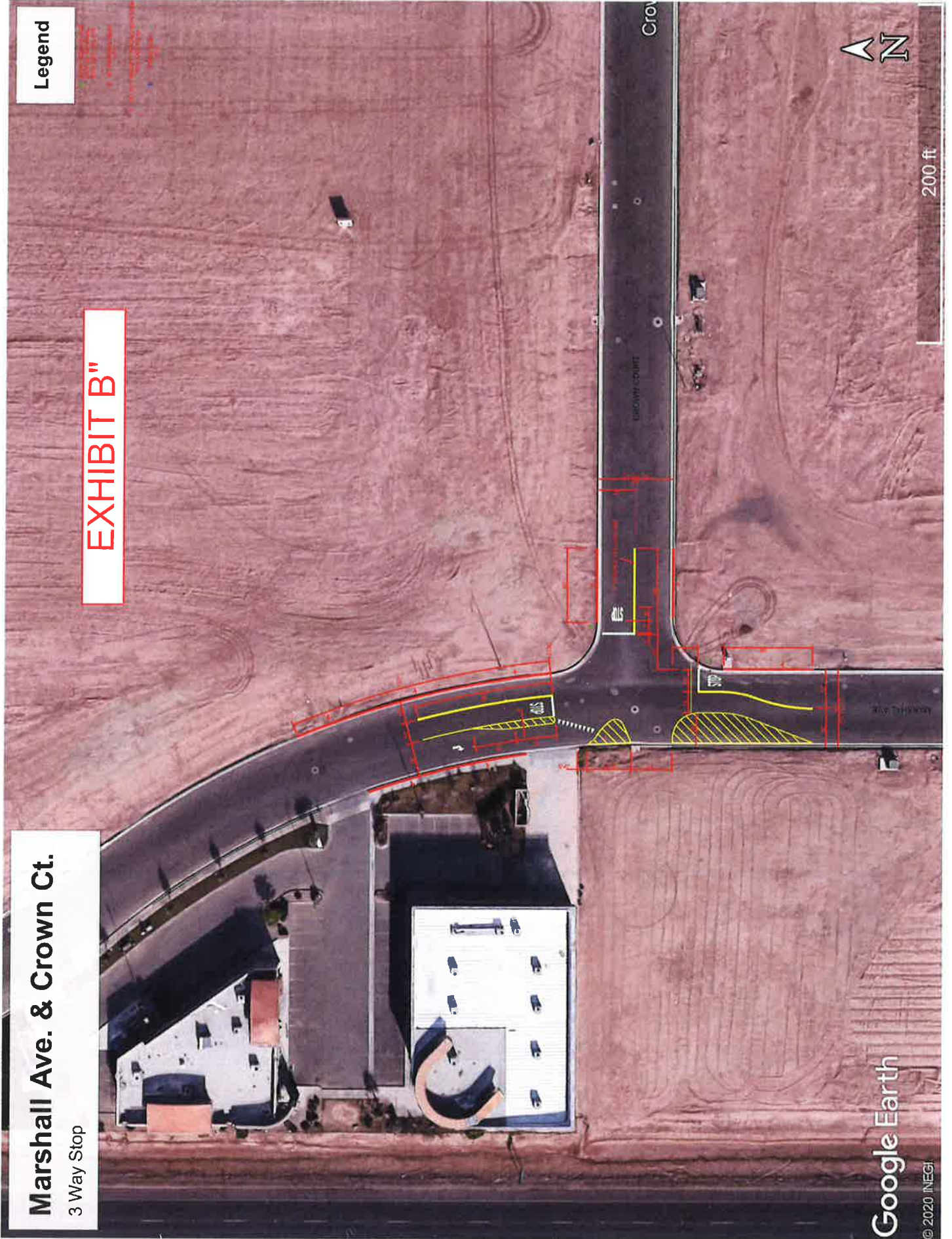
Legend



200 ft

Google Earth

© 2020 INEGI



Marshall Ave. & Crown Ct.

3 Way Stop

EXHIBIT "C"

Legend

- EXISTING
- PROPOSED
- IMPROVEMENTS



Google Earth

© 2020 INEGI

Marshall Ave. & Crown Ct.

3 Way Stop

EXHIBIT "D"

Legend

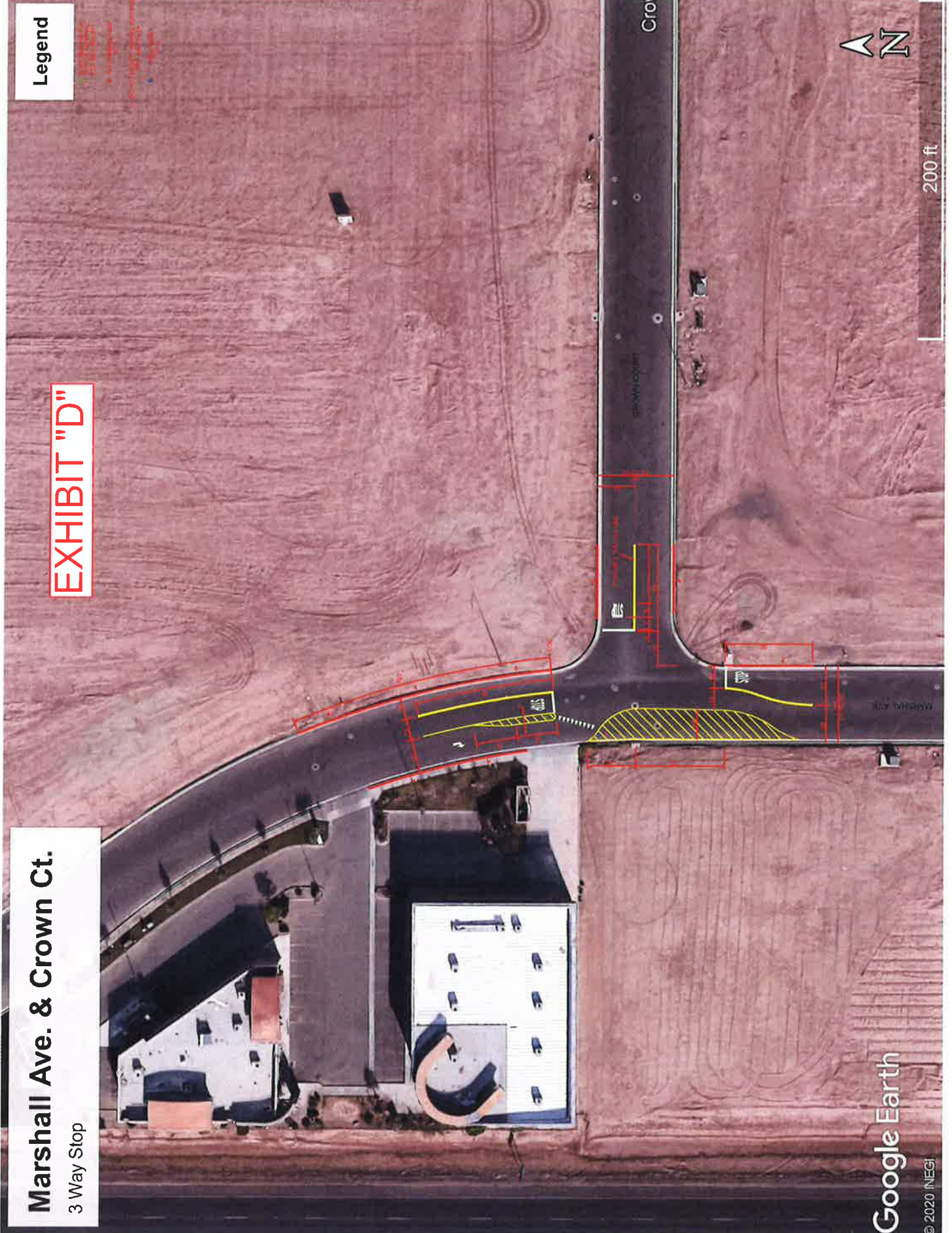
- Proposed Right of Way
- Proposed Roadway
- Proposed Shoulder
- Proposed Sidewalk
- Proposed Stormwater Management



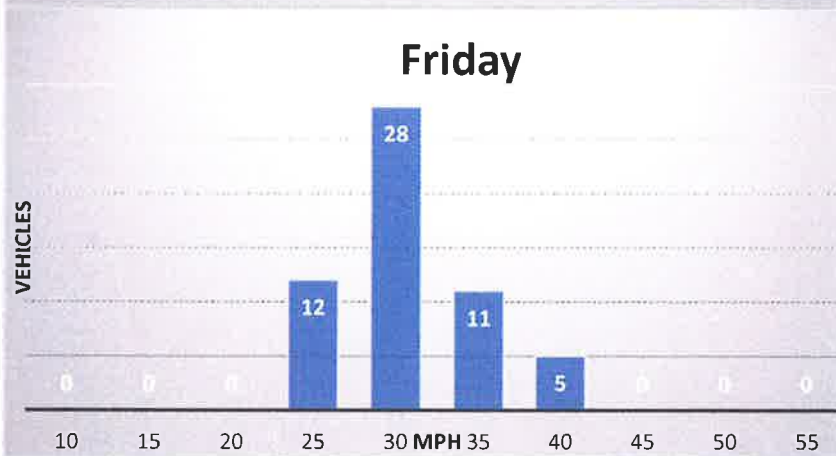
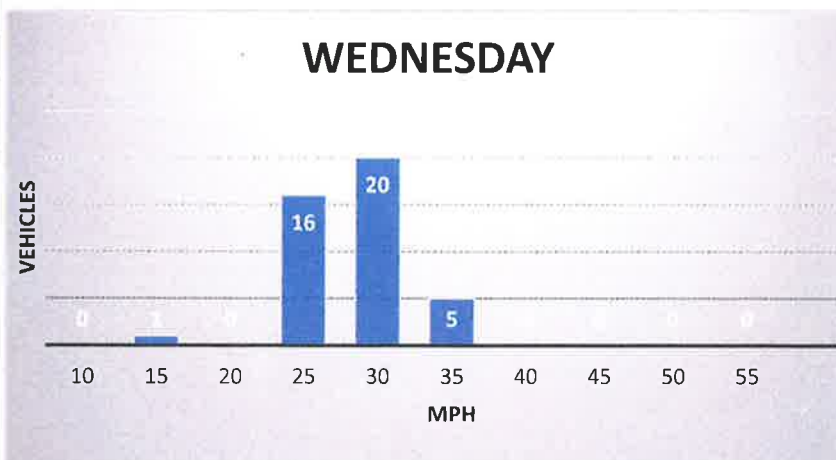
200 ft

Google Earth

© 2020 INEGI

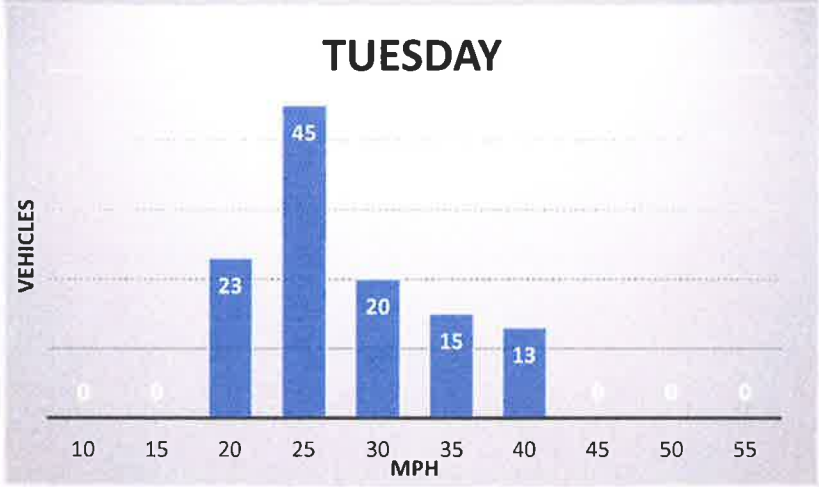
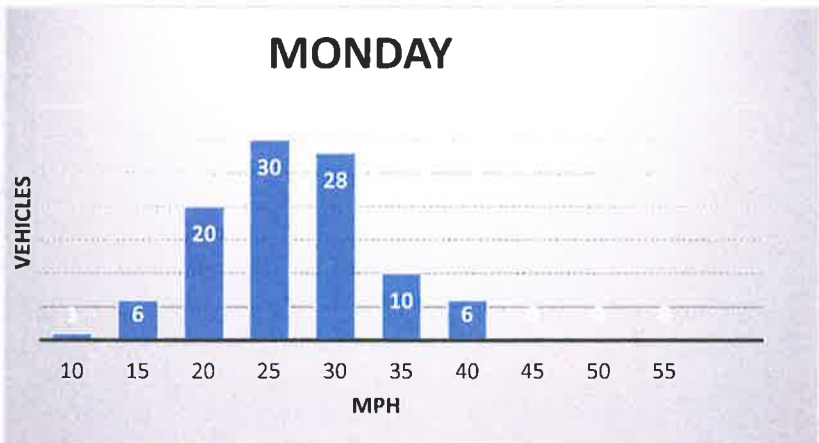


Wednesday	MPH	Vehicles
	10	0
	15	1
	20	0
	25	16
	30	20
	35	5
	40	0
	45	0
	50	0
	55	0
Friaday	MPH	
	10	0
	15	0
	20	0
	25	12
	30	28
	35	11
	40	5
	45	0
	50	0
	55	0



MARKED UNIT

MONDAY	MPH	Vehicles
	10	1
	15	6
	20	20
	25	30
	30	28
	35	10
	40	6
	45	0
	50	0
	55	0
TUESDAY	MPH	VEHICLES
	10	0
	15	0
	20	23
	25	45
	30	20
	35	15
	40	13
	45	0
	50	0
	55	0



UNMARKED UNIT

Stop Signs/Striping

Item No.	Description	Units	Estimate Quantity	Unit Price	Amount
1.	R1-1 36" x 36" Aluminum Stop Sign	EA	3	\$ 90.00	\$ 270.00
2.	Square Perforated Sign Post 10'	EA	6	\$ 63.00	\$ 378.00
3.	R26 (CA) 12" x 18" White Aluminum No Parking Sign	EA	3	\$ 25.00	\$ 75.00
4.	Miscellaneous Brackets	LT	1	\$ 150.00	\$ 150.00
5.	Sign Installation (Labor) T.C. Included	LT	1	\$ 2,100.00	\$ 2,100.00
6.	Striping (Street and Curb) Labor & Materials T.C. Included	LT	1	\$ 3,375.00	\$ 3,375.00
	TOTAL				\$ 6,348.00

CITY OF IMPERIAL
COST ESTIMATE
 FOR
PEDESTRIAN CROSSING
Rectangular Rapid Flash Beacon (RRFB) System

Item No.	Description	Units	Estimate Quantity	Unit Price	Amount
1.	RRFB Assembly with Universal Mounting Kit, RRFB - Amber Light Bar, Current Controlled.	EA	2		\$6,700.00
2.	Controller, 12V, Sun saver, 136921, Radio.				
3.	Push Button Bulldog Add-On Kit w 9"x12" Frame.				
4.	Push Button Yellow sign (Optional)				
5.	R10-25,9"x12"x.080 EGP,Push Button to turn on warning lights with hand symbol.				
6.	W11-2,36"x36"x.080 DG3 FYG,Pedestrian Crossing (Symbol) Fed Spec, Fluorescent Yellow Green Sign.	EA	4	\$ 115.00	\$ 460.00
7.	W16-7PL,24"x12" DG3 FYG,Down Diagonal Left Arrow	EA	2	\$ 35.00	\$ 70.00
8.	W16-7PR,24"x12" DG3 FYG,Down Diagonal Right Arrow	EA	2	\$ 35.00	\$ 70.00
9.	Pole Package, 15', 4.5" OD, 18" J-Bolts Includes: Pole Base, J-Bolts, Standard Aluminum Pole,15' Schedule 40 Base, Aluminum Square Pedestal, No Paint.	EA	2	\$633.00	\$ 1,266.00
10.	Type III Traffic Marking Yellow Paint, Liquid Thermoplastic. 5 Gal.	EA	1	\$ 197.00	\$ 197.00
11.	Swarco Premium Glass Beads. 1 Bulk.	EA	1	\$ 49.00	\$ 49.00
12.	24" x 24" x 36" Concrete Footing with 18" x 18" Round Concrete Base.	EA	2	\$ 1,500	\$ 3,000.00
13.	Freight.	EA	1	\$ 650.00	\$ 650.00
14.	Striping	EA	1	\$ 2,500.0	\$ 2,500.00
15.	Labor	EA	1	\$ 3,000.0	\$ 3,000.00
	TOTAL				\$ 17,732.00

CITY OF IMPERIAL
COST ESTIMATE
 FOR
Asphalt Speed Bumps

Item No.	Description	Units	Estimate Quantity	Unit Price	Amount
1.	Installation of 12' Asphalt Speed Bump & Striping	EA	2	\$6,000.00	\$12,000.00
	TOTAL				\$12,000.00

CITY OF IMPERIAL
COST ESTIMATE
 FOR
Asphalt Speed Humps

Item No.	Description	Units	Estimate Quantity	Unit Price	Amount
1.	Installation of 12' Asphalt Speed Hump & Striping	EA	2	\$ 7,500.00	\$ 15,000.00
	TOTAL				\$ 15,000.00

CITY OF IMPERIAL
COST ESTIMATE
 FOR
Rubber Speed Bumps

Item No.	Description	Units	Estimate Quantity	Unit Price	Amount
1.	12"x72" Portable/Permanent Rubber Speed Bump	EA	4	\$ 350.00	\$ 1,400.00
2.	Speed Bump/Hump Installation	LT	1	\$600.00	\$ 600.00
	TOTAL				\$2,000.00

CITY OF IMPERIAL
COST ESTIMATE
 FOR
Rubber Speed Humps

Item No.	Description	Units	Estimate Quantity	Unit Price	Amount
1.	36" x 120" Rubber Speed Hump	EA	2	\$750.00	\$ 1,500.00
2.	Speed Bump/Hump Installation	LT	1	\$750.00	\$750.00
	TOTAL				\$2,250.00

CITY OF IMPERIAL
COST ESTIMATE
 FOR
Speed Radar Signs

Item No.	Description	Units	Estimate Quantity	Unit Price	Amount
1.	TC-500 New Speed Radar Sign	EA	2	\$ 13,500.00	\$ 27,000.00
2.	Speed Radar Sign Installation	LT	2	\$1,250.00	\$2,500.00
	TOTAL				\$ 29,500.00

CITY OF IMPERIAL

COST ESTIMATE

FOR

3 Way Stop / Pedestrian Crossing

Stop Signs/Striping

Item No.	Description	Units	Estimate Quantity	Unit Price	Amount
1.	R1-1 36" x 36" Aluminum Stop Sign	EA	3	\$ 90.00	\$ 270.00
2.	Square Perforated Sign Post 10'	EA	6	\$ 63.00	\$ 378.00
3.	R26 (CA) 12" x 18" White Aluminum No Parking Sign	EA	3	\$ 25.00	\$ 75.00
4.	Miscellaneous Brackets	LT	1	\$ 150.00	\$ 150.00
5.	Sign Installation (Labor) T.C. Included	LT	1	\$ 2,600.00	\$ 2,600.00
6.	Striping (Street and Curb) Labor & Materials T.C. Included	LT	1	\$ 3,675.00	\$ 3,675.00
	TOTAL				\$ 7,148.00

DATE SUBMITTED

04/14/2021

SUBMITTED BY

Public Services

DATE ACTION REQUIRED

04/21/2021

COUNCIL ACTION

PUBLIC HEARING REQUIRED

RESOLUTION

ORDINANCE 1ST READINGORDINANCE 2ND READING

CITY CLERK'S INITIALS

 (X)
 ()
 ()
 ()
 ()
 26

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT:

DISCUSSION/ACTION: Replacement Pump on Vactor Truck

1. Discuss, Approve/Disapprove purchase of pump for maintenance of Vactor Truck

DEPARTMENT INVOLVED:

Public Services

BACKGROUND/SUMMARY:

Critical pump is not functioning properly on City's Vactor truck that is vital for daily tasks and emergencies.

Public Services would like to purchase new pump and oil for replacement from Haaker Equipment Company.

FISCAL IMPACT: \$12,058.72

Streets

FINANCE
INITIALS

STAFF RECOMMENDATION: Approve

DEPT. INITIALS

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

OKM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

HAAKER

EQUIPMENT COMPANY

Parts & Service Estimate Form

2070 N. White Ave La Verne CA 91750 Phone: 909-598-2706 Fax: 909-594-0498

Customer: CITY OF IMPERIAL Date: 4/12/2021

Equipment Type: VACTOR Serial Number: 13-04V-13801

Customer Contact: _____ Work Order Number: _____

Customer Email: _____ Estimate Revision: 0

Customer Phone: _____

Haaker Contact: Michael Eatmon 909-598-2706 Ext. 141

Shipping Method: _____ Shipping To: _____

Qty.	Stock No.	Description	Unit Price	Total
1	62180RP	EXCHANGE RODDER PUMP	\$9,000.00	\$9,000.00
10	AW46	HYDRAULIC OIL	\$14.65	\$146.50

NOTES:

TOTAL PARTS		\$9,146.50
FREIGHT		\$0.00
SALES TAX	7.75%	\$719.02
HEC LABOR HOURS	8 @ \$ 164.00	\$1,312.00
SUBLET LABOR		
ENV CHARGES/SHOP SUPPLIES	10.0%	\$131.20
TRAVEL		\$750.00
Grand Total:		\$12,058.72

Approved: ☐ By: _____

***Note: After tear down additional parts and labor may be required to complete this repair due to unforeseen issues.**

Any sales tax shown is subject to change. Sales tax will be calculated and charged based on current rates for the location of the sale at time of invoice.

DATE SUBMITTED 04/14/2021

SUBMITTED BY Public Services

DATE ACTION REQUIRED 04/21/2021

COUNCIL ACTION	(X)
PUBLIC HEARING REQUIRED	(X)
RESOLUTION	()
ORDINANCE 1 ST READING	()
ORDINANCE 2 ND READING	()
CITY CLERK'S INITIALS	()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT:	DISCUSSION/ACTION: 1. Accept the Plate Settler Project as completed by Speiss Construction and authorize the filing of Notice of Completion.		
DEPARTMENT INVOLVED:	Public Services – Water Treatment		
BACKGROUND/SUMMARY:	BID No. 2020-04 “Plate Settler Replacement” Completed by Speiss Construction Original Contract & Final Amount (No Change Orders) - \$839,800.00 The replacement of Plate Settlers at the Water Treatment Plant was successfully completed from July 2020 to March 2021.		
FISCAL IMPACT:	FINANCE INITIALS		
STAFF RECOMMENDATION: Acceptance and closing of Project	DEPT. INITIALS		
MANAGER’S RECOMMENDATION: approve	CITY MANAGER’S INITIALS	[Signature]	
MOTION:			
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()	



Corporate Headquarters

3788 McCray Street
Riverside, CA 92506
951.686.1070

Palm Desert Office

41-990 Cook St., Bldg. I - #801B
Palm Desert, CA 92211
951.686.1070

Murrieta Office

41391 Kalmia Street #320
Murrieta, CA 92562
951.686.1070

April 2, 2021

Jackie Loper
Director of Community Development
420 South Imperial Avenue
Imperial, California 92251

Re: City of Imperial Plate Settler Replacement – Bid No. 2020-04

Dear Mr. Loper,

As previously discussed, the City of Imperial Plate Settler Replacement Project is complete. Albert A. Webb Associates verifies that the facilities have been constructed in conformance with the Contract Plans & Specifications as required. At this time we recommend the City file the Notice of Completion, release the Contractor's retention, and initiate the warranty period.

If you have any question, please call me at (951) 686-1070.

Sincerely,

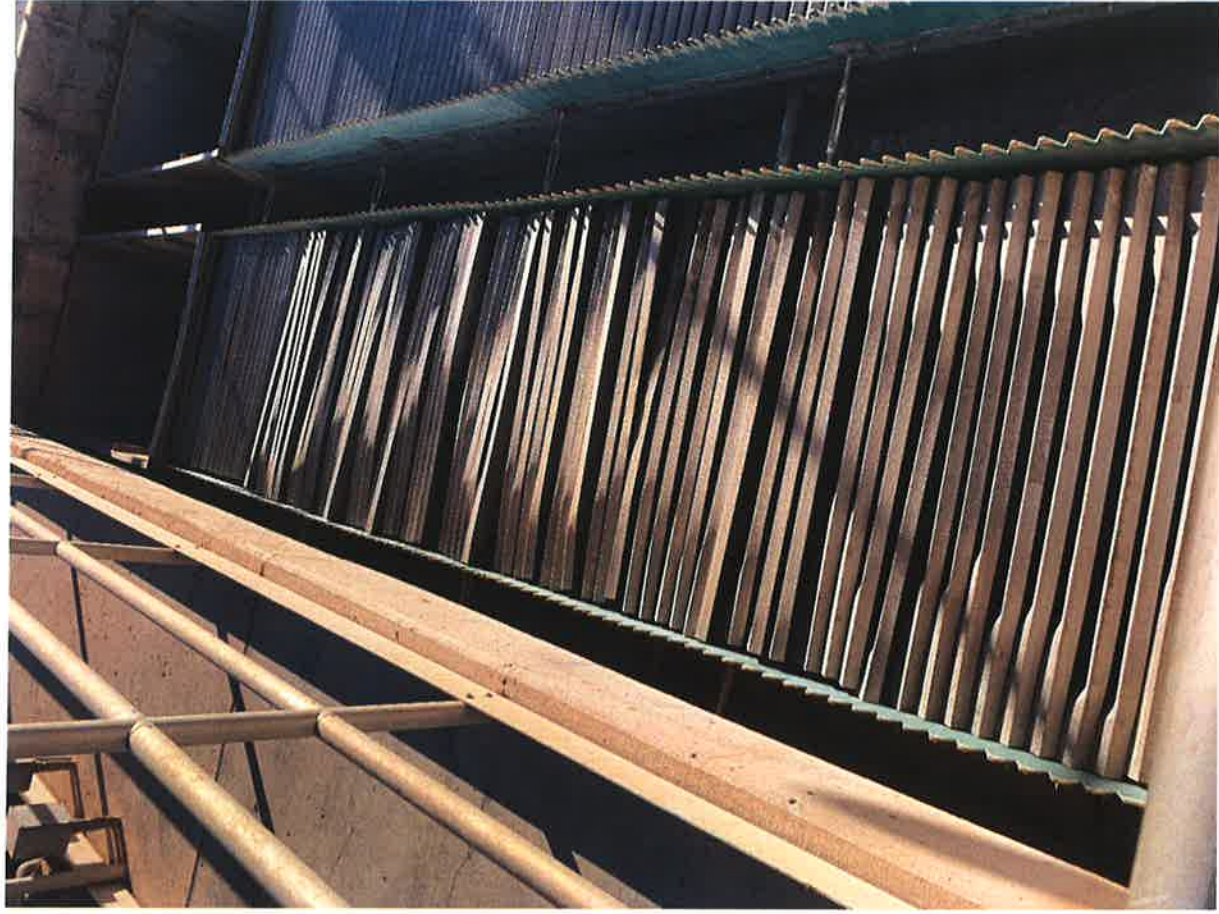
ALBERT A. WEBB ASSOCIATES

A handwritten signature in black ink, reading "Shane Bloomfield". The signature is fluid and cursive.

Shane Bloomfield, PE
Senior Engineer



www.webbassociates.com



Before
(July 2020)



After
(March 2021)

PLATE SETTLER REPLACEMENT BID 2020-04
Water Treatment Plant

DATE SUBMITTED 04/14/21
 SUBMITTED BY Capt. Max Sheffield
 DATE ACTION REQUIRED 04/21/21

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS 26

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

1. The Imperial Police Department requests approval of a new three-year MOU between the Imperial Police Department and the Imperial Valley Drug Coalition (LECC)

DEPARTMENT INVOLVED:
Police

BACKGROUND/SUMMARY:

This is a MOU between the Imperial Police Department and the Imperial Valley Drug Coalition. There is a recognized need for the law enforcement agencies collocated at the Imperial Valley Drug Coalition, Law Enforcement Coordination Center to share appropriate intelligence information thereby promoting efficient and effective multi-agency counter-drug enforcement efforts in the Imperial Valley Drug Coalition area of operation. This MOU would be effective from July 1, 2021 – June 30, 2024

FISCAL IMPACT:
NONE

FINANCE
INITIALS

DP

STAFF RECOMMENDATION:
Staff recommends approval of the MOU.

DEPT. INITIALS

ms #4cl

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

OTHM

MOTION:

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DEFERRED ()

REFERRED TO:



**IMPERIAL VALLEY DRUG COALITION
LAW ENFORCEMENT COORDINATION CENTER**

MEMORANDUM OF UNDERSTANDING

JULY 1, 2021/JUNE 30, 2024

**IMPERIAL VALLEY DRUG COALITION
LAW ENFORCEMENT COORDINATION CENTER
MEMORANDUM OF UNDERSTANDING
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IMPERIAL VALLEY DRUG COALITION

LAW ENFORCEMENT COORDINATION CENTER

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) outlines the parameters for the participating law enforcement agencies (LEA) listed in Section Seven of this document as to collocation, administration, sharing and flow of information in a High Intensity Drug Trafficking Area (HIDTA) multi-agency, counter-narcotic operational, and intelligence environment within the Imperial Valley Drug Coalition (IVDC), Law Enforcement Coordination Center (LECC).

I. Introduction

There is a recognized need for the law enforcement agencies collocated at the Imperial Valley Drug Coalition, Law Enforcement Coordination Center to share appropriate intelligence information thereby promoting efficient and effective multi-agency counter-drug enforcement efforts in the Imperial Valley Drug Coalition area of operation (AO). The IVDC LECC will house two mutually supporting divisions the Operations Division and the Intelligence Division. The IVDC LECC will house HIDTA initiative intelligence and enforcement teams assigned to Imperial County. The Imperial Valley Drug Coalition (IVDC) will assign an Executive Director to manage the Operations Division and work with the Intelligence Division managers in the oversight and coordination of the activities of the Intelligence Division of the IVDC LECC. The IVDC will assign a Criminal Intelligence Specialist (CIS) Supervisor to manage the Intelligence Division in coordination with the DEA Intelligence Supervisor. The established IVDC Executive Board will govern the IVDC LECC and when appropriate coordinate with the San Diego/Imperial Valley HIDTA. Utilizing the manpower and material resources of the IVDC LECC, the counter-drug enforcement, interdiction, investigative and prosecutorial capabilities of agencies at the federal, state, and local levels will be enhanced.

II. Mission

The mission of the IVDC LECC is to provide a facility to house HIDTA initiative intelligence and enforcement teams assigned to Imperial County to comply with HIDTA collocation requirements and to actively coordinate intelligence, interdiction, investigation and prosecution assets to detect, disrupt and dismantle major drug trafficking organizations (MDTO) utilizing the U.S./Mexico border and the ports of entry, as well as local narcotic trafficking organizations, within the Imperial Valley Drug Coalition AO. This mission statement addresses the San Diego/Imperial Valley HIDTA desired outcome strategy of fully coordinating enforcement operations along the U.S./Mexico border, in conjunction with adjacent HIDTA initiatives, to disrupt and dismantle significant MDTOs and cause an increase in the cost of business to drug traffickers. The execution of the mission will be guided by the principle that the key to effectiveness is the development and maintenance of the freest possible flow of information and intelligence sharing between participating agencies.

III. Membership

The IVDC is comprised of federal, state, and local law enforcement agencies that are currently members of the IVDC, to include those agencies eligible for HIDTA funding and that provide support to the IVDC.

The IVDC Executive Board, comprised of member agencies that are signatory members of this document, governs and provides guidance/direction as it pertains to overall functions, funding/budgeting issues, staffing and other related matters for the IVDC LECC. The IVDC Executive Board will meet on a monthly basis, virtual or in person at least six times a year with all member agencies to facilitate a forum to discuss and provide guidance to the IVDC LECC. Executive Board members and their invited guests will be allowed to attend the IVDC Executive Board meetings. The IVLECC Executive Director will be advised in advance of any invited guests and requests to have them added to the agenda or address the Executive Board. Any new members or changes to this MOU will be determined by a majority of vote of the IVDC Executive Board.

A minimum of 51 % of the membership is required to constitute a quorum for the purposes of conducting a vote. Roberts "RULES of ORDER" will be used as a guideline to conduct executive board meetings. The Executive Board will elect a chairman and a vice-chairman to direct the meetings. The chairman will hold the position for one year with the option of one additional year if agreed upon by the Executive Board. The vice-chairman will assume the position of the chairman upon the termination of the term of chairman. The chairman and vice-chairman positions must be held by one state or local agency and one federal agency.

The IVDC HIDTA enforcement initiatives with separate governing boards may monitor the respective initiative and make recommendations to the IVDC Executive Board. The IVDC Executive Board consists of the members listed below.

Imperial Valley Drug Coalition Executive Board Members

Brawley Police Department

Bureau of Land Management

Calexico Police Department

California Highway Patrol (CHP)

California Department of Corrections and Rehabilitation

Drug Enforcement Administration (DEA)

El Centro Police Department

Federal Bureau of Investigation (FBI)

Imperial County District Attorney's Office

Imperial County Probation Department

Imperial County Sheriff's Office

Imperial Police Department

United States Attorney's Office

Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)

United States Bureau of Customs and Border Protection, Border Patrol (CBP/USBP)

United States Bureau of Customs and Border Protection, Office of Field Operations (CBP/OFO)

United States Immigration and Customs Enforcement (ICE), Homeland Security Investigations, San Diego (HSI-San Diego)

United States Marshals Service (USMS)

Westmorland Police Department

IV. Operations Division and Intelligence Division

The IVDC LECC is the principal coordination element of the Imperial Valley Drug Coalition and is organized, staffed, and equipped to assist in the planning, coordination and facilitation of multi-agency counter-drug special/regional enforcement operations targeting all DTOs operating within the IVDC area of operation. The IVDC LECC provides direct coordination with adjacent HIDTAs and other supporting initiatives along the southwest border.

The Executive Director of the IVDC LECC, shall provide oversight of the IVDC LECC. The Executive Director, as directed per the Memorandum of Understanding (MOU), will have management of the LECC "Operations Division" as defined in Section IV. (A), of the IVDC LECC MOU, which consists of one (1) Deputy Director, one (1) Operations Chief, one (1) Information Technology (IT) Network Administrator, one (1) IT Desktop Assistant, one (1) Crime Prevention/Training Coordinator, and one (1) Administrative Assistant; and any subsequently assigned staff member(s). The Executive Director will also provide oversight of the Intelligence Division in coordination with the Intelligence Supervisors. The Executive Director will oversee the preparation of the LECC budget, facility administration, long term planning, and shall assist each participating agency commander of the IVDC in all matters of logistics and support as well as maintain an effective counter-drug initiative within the HIDTA guidelines. The Executive Director acting in his/her capacity shall provide direct supervision and management oversight over his/her staff only.

The Operations Division and Intelligence Division will work together as mutually supporting elements. The supervisors of each division will coordinate efforts as they pertain to the IVDC LECC to demonstrate a functional counter-drug initiative.

A. Operations Division Responsibilities

The Operations Division in coordination with the participating agencies will be responsible for the conduct of deliberate planning and coordination of multi-agency, counter-drug special/regional enforcement operations; conducted in support of the IVDC counter-drug strategy. The Operations Division, in conjunction with the Intelligence Division, will develop, refine and coordinate plans and strategies through self-initiation and/or by request from member agencies of the IVDC.

The Operations Division will, in part, consist of the Imperial County Narcotic Task Force (ICNTF), the DEA Imperial Valley Major Mexican Traffickers (IVMMT) Task Force, the HSI Border Enforcement Security Task Force (BEST), the Imperial Valley Border Crime Suppression Team Task Force (IVBCST), the HSI Internet Crimes Against Children Task Force (ICAC), and the Imperial County Gang Intelligence Coalition (ICGIC). The ICNTF, IVMMT, and BEST Task Forces are collocated at the IVLECC. The IVDC Task Force initiatives are focused on a local, regional, national, and international, primary or secondary counter drug mission, or counter drug nexus, in accordance with the HIDTA mission and goals.

Direct management of the activities of the Operations Division and coordination oversight of the Intelligence Division will be the responsibility of the IVDC/LECC Executive Director. The duties of the IVDC/LECC Executive Director are outlined below, but not limited to the following:

- Assist in coordination and facilitation of multi-agency counter-drug enforcement efforts based on intelligence received from the Intelligence Division, requests from member agencies, or at the direction of the IVDC Executive Board.
- Summarize and present proposed counter-drug strategies, plans, and courses of action of the IVDC Executive Board.
- Coordinate and facilitate multi-agency counter-drug enforcement efforts based on intelligence received from the Intelligence Division, requests from member agencies, or at the direction of the IVDC Executive Board.
- Prepare and present proposed counter-drug strategies, plans, and courses of action to the IVDC Executive Board.
- Responsible for the scheduling and conducting Initial Planning Conferences (IPC), Final Planning Conferences (FPC), and presentations on behalf of the Operations Division.
- Promote and conduct on-site liaison visits with member agencies.
- With assistance of the Deputy Director and Operations Chief, prepare and manage a budget for the IVDC LECC.
- The IVDC LECC Executive Director will ensure an “open line of communication” and oversight coordination between the Operations Division and

supervisors of the IVDC LECC Intelligence Division to promote information and data sharing.

- The IVDC LECC Executive Director will be familiar with HIDTA policies and procedures pertaining to funding, purchasing, and equipment accountability. The IVDC LECC Executive Director will become familiar with purchasing policies and procedures of member agencies (local, state, and federal levels).
- The IVDC LECC Executive Director will ensure that all HIDTA funding matters as they relate to the IVDC LECC Initiative are presented to the IVDC Chairman or IVDC LECC Executive Board for approval prior to sending any HIDTA funding request to the San Diego/Imperial Valley HIDTA Executive Committee for review and approval.
- The IVDC LECC Executive Director will ensure executive level meetings and briefings are scheduled and that agendas are properly prepared in a timely manner so that IVDC LECC Executive Board members have sufficient notice on pertinent matters.
- The IVDC LECC Executive Director will support the IVDC LECC Executive Board in ensuring effective fiscal and administrative management of the LECC.

B. Intelligence Division Responsibilities

The Intelligence Division, managed by the IVDC LECC Intelligence Supervisor, in conjunction with the Drug Enforcement Administration (DEA) Intelligence Supervisor will collect, analyze, coordinate, and disseminate information to law enforcement agencies for their use to interdict and investigate illicit drug smuggling and trafficking, money laundering, and other criminal activity associated with drug trafficking within the IVDC AO. This will be accomplished through a collaborative effort with the IVDC member agencies, and other federal, state and local law enforcement agencies within the IVDC to include participation by those agencies having border responsibility as well as law enforcement agencies having responsibility for domestic drug investigations in the interior of Imperial County and throughout the United States. The Intelligence Division will support the intelligence processing and analytical needs of the Operations Division investigative personnel. Direct management of the activities of the Intelligence Division will be the responsibility of the IVDC Intelligence Supervisor assigned to the IVDC LECC, with the advice, assistance, and coordination of the DEA Intelligence Group Supervisor assigned to the IVDC LECC. The responsibilities of the IVDC LECC Intelligence Supervisor are outlined below, but not limited to the following:

- Coordinates intelligence activities with assigned DEA supervisor.
- Exercises supervisory oversight of personnel assigned to the Intelligence Division in coordination with the assigned DEA supervisor.
- Responsible for day-to-day operations of Intelligence Division.
- Coordinates requests for investigative assistance by participating agencies.
- Prepare and present proposed intelligence reports, presentations, and courses of action to the Executive Director and the IVDC Executive Board.
- Provide tactical intelligence support and post seizure analysis for multi-agency counter-drug operations coordinated by the IVDC LECC Operations Division.

- Provide investigative support for on-going investigations as requested by member agencies.
- Prepare intelligence products on drug trafficking trends, pattern analysis, and threat assessments.
- Serve as recipient of, and repository for, local law enforcement agency drug trafficking information.
- Ensure that intelligence collections and sharing is an on-going and continuous process.
- Communicates and coordinates with the Executive Director to ensure coordination with the Operations Division and support the overall operation of the IVDC LECC.

C. Organizational Chart (see Attachment A)

V. Funding

Funding for the IVDC LECC will be provided by and through San Diego/Imperial Valley HIDTA and the Southwest Border HIDTA Initiative contingent on the availability of funding from the Office of National Drug Control Policy (ONDCP).

The proposed budget for the IVDC LECC will be prepared each year by the IVDC LECC Executive Director for the ensuing fiscal year for approval by the IVDC Executive Board and approval of the San Diego/Imperial Valley HIDTA Executive Board and ONDCP. The IVDC LECC Executive Director will provide assistance/support to HIDTA funded member agencies in the management of their respective budgets. All other budgetary issues will be submitted through and approved by the IVDC Executive Board as it pertains to HIDTA funding for the IVDC LECC facility/initiative. All budget management and requests for HIDTA funding will adhere to the policies and procedures set forth by ONDCP. All personnel expenses not provided for by the IVDC LECC budget will be the responsibility of the respective member agencies.

All funding for the ICNTE, IVMMT, BEST, IVBCST, ICAC and ICGIC unless specifically outlined in the IVDC LECC budget, will be the responsibility of those individual programs as enumerated in their respective memorandums of understanding and annual budget proposals.

VI. Operating Guidelines and Procedures

- A. Operations – The IVDC LECC will operate according to guidelines established in the current IVDC LECC MOU as agreed upon by the IVDC Executive Board. Changes to these guidelines must be approved by the IVDC Executive Board.
- B. Intelligence and Information Dissemination – All tactical and actionable intelligence and information developed within or generated by the Intelligence Division remains the property of the agency from which it was obtained. The Imperial County IVDC LECC Intelligence Supervisor will be the primary

intelligence coordinator and manager of the Intelligence Division. Each participating agency will control the dissemination of their information in accordance with the originating agency's established disclosure procedures. Access and/or release of sensitive information will be based on a need-to-know basis and the recommendations of the originating agency. The Intelligence Division must obtain permission from the controlling agency prior to the disclosure of information outside the IVDC LECC.

- C. Security – The Security Officer for the IVDC LECC is assigned by DEA, Imperial County District Office (ICDO) and will be assisted by the IVDC LECC Deputy Director, Operations Chief and Executive Director.

Personnel assigned/collocated in the IVDC LECC at a minimum, must have a security clearance level appropriate to their employing agency and sufficient to allow them access to law enforcement sensitive information. Personnel requiring access to classified information must have the appropriate security clearance based on a current background investigation required for access to that information. As necessary, background checks will be conducted by agencies collocated in the IVDC LECC on those personnel requiring access to classified information.

1. General

- a. The IVDC LECC is designed and constructed to safeguard personnel, information, and sensitive law enforcement operations. This facility will meet or exceed DEA security requirements. To defend against physical intrusion, the perimeter of the building will be equipped with an Intrusion Alarm Detection System. This system will be monitored on a 24-hour basis by a qualified security company. In case of an activated alarm at the IVDC LECC, the Imperial Police Department will respond to the building to ascertain the cause of the alarm. Each time an alarm is activated, the monitoring facility will notify a designated IVDC LECC staff member (a call-out list is provided to the monitoring facility) and that person will coordinate until the cause of the alarm has been identified and resolved.
- b. All personnel assigned to/collocated in the IVDC LECC are required to properly store all files, documents, and data storage disks in a secure place within their office space, workstation, or designated secure file storage container. Personnel assigned to/collocated in the IVDC LECC will clear all documents from their desks and will lock all storage compartments at the end of each workday. All file cabinets and safes will also be inspected to ensure they are closed and locked.

- c. The IVDC LECC will store law enforcement sensitive and classified materials in approved storage containers. Access to those containers will be restricted and the containers will remain locked when not under the control of authorized and properly cleared personnel.
- d. The IVDC LECC will not maintain any classified material in this facility, unless properly stored in accordance with the respective agency's policies and procedures for storage of said classified material.
- e. Operations at the IVDC LECC are to be kept confidential by personnel assigned to/collocated in the IVDC LECC and participating agencies at all times.
- f. Security violations will be written in a security logbook maintained by the IVDC LECC Security Officer and IVDC Operations Chief. The IVDC LECC Executive Director and the IVDC Executive Board will be notified in writing of the security violation (s). All written notifications will include a course of action to remedy the violation (s). Corrections of violation (s) will be noted in writing.

2. Secured Area within the IVDC LECC

- a. Entry into the IVDC LECC facility and various doors within are controlled through the use of proximity card readers. These cards and the computerized access are the responsibility of the IVDC LECC Security Officer and the IVLECC Operations Chief. All personnel assigned to/collocated in the IVDC LECC will be issued a proximity card with the proper access level agreed upon by the IVDC LECC Executive Director, the IVDC LECC Security Officer in consultation with the IVLECC Operations Chief, and the personnel's parent agency. Individuals who are not assigned to/or collocated at the IVDC LECC, but who still require access, will receive limited access, on a case-by-case basis, upon approval of the IVDC LECC Executive Director and the individual's parent agency. It will be the responsibility of the IVDC LECC Security Officer in consultation with the IVLECC Operations Chief and the IVDC LECC Executive Director (or his/her staff appointed designee) to maintain a log of personnel and their respective accessibility levels.
- b. The doors leading from the Operations Division to the Intelligence Division will be accessible through proximity card readers at all times when the IVDC LECC facility is being occupied by

authorized personnel to allow for evacuation/escape during fire, earthquake, or any other emergency requiring evacuation of this facility.

- c. A secure datacenter room contains separate, agency-specific securable rack, enclosures to house each agency-specific networking equipment, which will only be accessible to the IVLECC IT Network Administrator and those personnel cleared and authorized by their parent agency to have access to that agency specific secure enclosure. Each secure enclosure contains a separate locking device to be controlled by that specific agency, the IVLECC IT Network Administrator and the IVDC LECC Security Officer. Only those personnel who have specified access will be allowed in this secured data-center, unless escorted by appropriate authorized personnel. It will be the responsibility of the IVDC LECC Security Officer, IVLECC Operation Chief, and the IVDC LECC Executive Director (or staff appointed designee) to maintain a log of personnel and the systems to which access has been authorized.

3. Personnel Security

- a. The IVDC LECC Administrative Assistant under the guidance of the IVDC LECC Executive Director (or staff appointed designee) will be responsible for the monitoring of the general lobby area for visitors to the IVDC LECC facility. The Administrative Assistant will review the credentials of all law enforcement officials/personnel visiting the IVDC LECC. All non-law enforcement visitors will be required to produce a valid driver's license with a photograph, military identification card, or other acceptable photo identification. The Administrative Assistant will ensure the visitor fills out the visitor logbook, issue the appropriate visitor's badge, and notify the appropriate collocated personnel that a visitor is in the lobby.
- b. The IVDC LECC will issue (3) three different types of identification badges. All personnel assigned to/collocated in the IVDC LECC will be issued a proximity card containing their photo and name. All personnel assigned to/collocated in the IVDC LECC are required to display this proximity card at all times while in the IVDC LECC facility. Personnel assigned to/collocated in the IVDC LECC are responsible for the safe keeping of the issued proximity card and will report loss or damage of the proximity card to the IVDC LECC Security Officer or IVLECC Operations Chief who will report the loss to the IVDC LECC Executive Director at the earliest reasonable time. Visitors to the IVDC

LECC will be issued either a blue visitor pass (No Escort Required) or a red visitor pass (Escort Required). If an individual is discovered in the IVDC LECC facility without one of the aforementioned identification badges, they will be escorted to the reception (lobby) area to determine their status and ensure they are either issued the appropriate identification badge or escorted from the premises.

- c. It is the responsibility of all personnel assigned to/collocated in the IVDC LECC to ensure that any visitor accompanying them obtain the proper visitor identification badge before entering the facility.

VII. Participating Agencies

It is understood and agreed upon, agency funded personnel assigned to/collocated in the IVDC LECC Operations and Intelligence Divisions by signatory law enforcement agencies of this document will be tasked with agency specific duties. In order for the Operations and Intelligence Divisions to accomplish their missions, agency funded personnel assigned to/collocated in IVDC LECC should provide a significant portion of their work time to the accomplishment of each division's mission. Fully HIDTA funded personnel should provide the overwhelming amount of their work time to the Intelligence or Operations Divisions in support of their respective missions'. Collocated personnel who will experience time periods of significant absence from their IVDC LECC job duties should coordinate these absences with their IVDC LECC Supervisor, as well as their parent agency.

With the above in mind, personnel assigned to/collocated in the IVDC LECC will be assigned to different sections of the Operations Division or Intelligence Division to assist with IVDC LECC HIDTA mission and will be supervised by the Division or Task Force Supervisor in which they work. The parent agency in coordination with the respective IVDC LECC Supervisor will continue to supervise agency specific projects, policies, procedures, assignments, agency-specific administrative process, disciplinary matters, and appraisals.

The IVDC IVLECC goal will be the maximum participation possible by each IVDC member agency in both the Operations and Intelligence Divisions. The minimum goal will be for each member agency to have at least one agency funded or HIDTA funded personnel assigned to the Operations and Intelligence Divisions. When possible, every effort should be made by the IVDC Executive Board to achieve equity for all member agencies to have at least one HIDTA funded personnel, in accordance with HIDTA policy, assigned to the IVLECC or any IVDC initiative. The ability for all member agencies, in accordance with HIDTA policy, to have at least one assigned HIDTA funded personnel will result in the desired equity and ensure the HIDTA goal of a multi-agency, multi-jurisdictional approach to counter drug operations and investigations.

A. General

1. The primary focus of the IVDC is the area adjacent to and along the Southwest U.S./Mexico border with particular emphasis on the smuggling, trafficking, and distribution of illegal drugs in the IVDC AO in Southern California. It is clearly understood that any IVDC member law enforcement agency with a valid, verified requirement for service of the IVDC LECC Operations Division or Intelligence Division shall be provided with support and assistance when resources are available. The exception will be internal affairs investigations which should be conducted by the parent agency and will not be conducted at the IVDC LECC.
2. Participation in the IVDC includes law enforcement agencies in the IVDC area of responsibility with active primary or secondary counter narcotics missions or an identified mission to combat other criminal activity associated with drug trafficking. Participation in the IVDC LECC will require, along with the aforementioned, a requirement that the agency desiring to assign/collocate personnel or enforcement teams in the IVDC LECC facility be a signatory of this document.
3. Any special requests for investigative support beyond the scope of the IVDC LECC mission may be approved by the IVDC Executive Director or IVDC LECC Executive Board.

B. Participants

Federal, state, and local law enforcement agencies with a vested participatory interest, based on an identified primary or secondary counter-drug enforcement mission, or an identified mission to combat other criminal activity associated with drug trafficking are considered eligible to participate in the IVDC and assign personnel to/collocate in the IVDC LECC in either the Operations Division or Intelligence Division as signatories of this document.

Brawley Police Department

Bureau of Land Management

Calexico Police Department

California Highway Patrol (CHP)

California Department of Corrections and Rehabilitation

Drug Enforcement Administration (DEA)

El Centro Police Department

Federal Bureau of Investigation (FBI)

Imperial County District Attorney's Office

Imperial County Probation Department

Imperial County Sheriff's Office

Imperial Police Department

United States Attorney's Office

Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)

United States Bureau of Customs and Border Protection, Border Patrol (CBP/USBP)

United States Bureau of Customs and Border Protection, Office of Field Operations (CBP/OFO)

United States Immigration and Customs Enforcement (ICE), Homeland Security Investigations (HSI-San Diego)

United States Marshals Service (USMS)

Westmorland Police Department

The California Army National Guard and Civil Air Patrol although not signatories to this MOU are operational assets in the IVDC LECC due to their individual counter-drug missions.

VIII. Structure/Functions

The IVDC LECC will house two distinct and mutually supporting Divisions:

A. Operations Division

Upon request from a participating agency of the IVDC or a law enforcement agency with a verified requirement for the services of the IVDC LECC the Operations Division will assist in detailed planning, coordinated interdiction operations, and enforcement support for proactive investigative operations based on information developed from the Intelligence Division and information received from the requesting agency. The requesting agency and the IVDC LECC Executive Director will determine the manner in which resources will be employed most effectively to meet the requirements of the requesting agency and will ensure compliance with guidelines of the IVDC LECC MOU. The requesting agency may provide information developed from investigations or interdiction operations to the Intelligence Division for further analysis.

B. Intelligence Division

Upon request from a participating agency of the IVDC or a law enforcement agency with a verified requirement for the services of the IVDC LECC Intelligence Division, the Intelligence Division will provide investigative, tactical/post seizure, and strategic analytical support or intelligence products to the requesting agency. Investigative support will include telephone analysis (pen register/wire taps), document analysis and exploitation, prosecution preparation, and case briefings. The Intelligence Division will provide tactical support and post seizure analysis for interdiction and narcotic investigation operations by conducting database checks, preparing target folders, and analyzing seized documents. Any investigative leads developed as a result of the post seizure analysis will be disseminated to the appropriate agency for possible further action. The Intelligence Division will provide strategic intelligence products to include drug trafficking trends, patterns and threat assessments. The Intelligence Division will provide a post seizure analysis as requested by member agencies on a significant arrest or seizure. The IVDC LECC Intelligence Division Supervisor will assign, in consultation with the DEA Intelligence Supervisor, an analyst(s) to support each request and supervise the processing and dissemination of the agency specific information in accordance with the regulations of the requesting agency. The Intelligence Division will be responsible for providing relevant intelligence information derived from investigative support activities and from other intelligence activities to the Operations Division as permitted by the contributing agency for use in the enhancement of law enforcement counter drug efforts.

1. Information Management/Dissemination

- a. The IVDC LECC Operations and Intelligence Divisions personnel assigned to support federal, state, and local agencies will process requests for information (operational or intelligence). The IVDC LECC Executive Director will define the scope and determine the appropriate response to fulfill these requests. The Intelligence Division will coordinate with the San Diego Law Enforcement Coordination Center (SDLECC) to provide intelligence database checks based on non-availability of local law enforcement databases. The SDLECC Watch Center will provide all target and event de-confliction services. All investigative personnel assigned to the IVDC LECC and IVDC LECC Task Force personnel will be required to utilize the SDLECC for operational event and investigative target de-confliction.
- b. All information handled through, and at, the IVDC LECC Intelligence or Operations Divisions will be processed in compliance with each agency's rules and regulations governing the processing and dissemination of agency-specific information. To protect against the unauthorized disclosure or dissemination of information, no information will be released without the permission of the agency proprietor of said information.

- c. Each participating law enforcement agency that is a signatory of this MOU will be required to utilize the SDLECC Watch Center for all operational event and investigative target deconfliction.
- d. Any agency/organization that would like to implement an information technology project at the IVDC LECC must submit an Information Technology (IT) Project Proposal to the IVDC LECC Executive Director for review and final approval. The IVDC LECC Executive Director will review the IT Project Proposal with the Information Technology Network Administrator to ensure that the project is feasible, well planned, adequately funded, and to assess the impact of the project on the IVDC LECC IT infrastructure. IT Projects will not be executed at the IVDC LECC without written approval from the IVDC LECC Executive Director.

The IT project proposal must include the following elements:

Project Description

Project Purpose and Objectives

Project Management Overview

Project Scope

Risks

System Security

Project Budget Summary

IX. Facilities, Equipment, and Services

The participating agencies shall occupy the building (currently leased), that has a common address of 2417 La Brucherie Road, Imperial, California and located on the Imperial County Assessor's Parcel Number 043-770-20-01. This building is known as the Imperial Valley Drug Coalition Law Enforcement Coordination Center.

A. Facilities – The Imperial County Sheriff's Office, through the County of Imperial, leases the facility that houses the IVDC LECC from the Imperial Industrial Group. The facility consists of approximately 34,000 square feet and includes adequate secure parking. Funding for the IVDC LECC will be provided by and through San Diego/Imperial Valley HIDTA and is contingent on the availability of funding from ONDCP.

In keeping with the mandate included in the mission statement of the IVDC, the IVDC LECC architectural plan provides a generally open floor plan that ensures

the free flow of information between participating agency personnel. The Operations Division and Intelligence Division are housed within the IVDC LECC with specified areas of the Intelligence Division separated physically within the facility to ensure the security of databases, restricted information, security control and network control systems.

B. Equipment - Agency equipment that is brought into the IVDC LECC will be maintained by the issuing agency and any computer related equipment and computer related servers will be approved by the Executive Director after consultation with the IT Network Administrator. Agency (non-HIDTA) purchased equipment placed in the facility will be reported to the IVDC LECC Operations Chief and will be added to a separate on-site equipment inventory. Equipment that is purchased by the IVDC LECC with HIDTA funds for the common use of personnel assigned to/collocated in the IVDC LECC will be maintained through funding provided by the overall annual HIDTA budget for the IVDC LECC.

The IVDC LECC Operations Chief under the direction of the IVDC LECC Executive Director will be responsible for maintaining an up-to-date inventory of equipment that meets the monetary threshold for inventory inclusion per HIDTA policy, purchased with HIDTA funding or any other funding for the IVDC LECC. The IVDC LECC Operations Chief will have direct oversight of any service agreements purchased with HIDTA funding or any other funding for the IVDC LECC. The IVDC LECC Executive Director, Deputy Director, Operations Chief, or their assigned designee, will be the only points of contact for service and repair calls placed from the IVDC LECC.

C. Services - Most services for the IVDC LECC such as facilities rent, janitorial services, utilities, and maintenance will be funded by HIDTA through the IVDC LECC HIDTA budget. The basic service for telephones, including long distance services, installation of additional lines, and telephone equipment will be funded by HIDTA through the IVDC LECC annual budget.

X. Lease of Building Improvement Thereto

- A. Under this MOU each participating agency, to the extent permitted by federal (including, but not limited to, the Federal Tort Claims Act and the Anti-Deficiency Act) or state law, assumes financial responsibility for damage caused, occasioned, or contributed to in whole or in part, by any action, omission, fault or negligence, whether active or passive of the participating agency, its officers or employees in connection with or incident to its authorized use and occupation of the building, common areas, and parking areas leased by the Imperial County Sheriff's Office through the County of Imperial and serve as the IVDC LECC, unless the same be caused by the sole negligence or willful misconduct of another participating agency.

- B. Notwithstanding Section X (A), in the event that more than one participating agency is held negligently or willfully responsible, those participating will bear their proportionate share of liability as determined in any such proceeding. Each side will bear their own costs and attorney fees. The tort liability of Federal agencies is limited by the Federal Tort Claims Act and other federal laws and does not permit indemnifications.
- C. In the event the Imperial County Sheriff's Office through the County of Imperial's lease of the property identified in Section IX (A) of this document, is terminated within the first five years of its term, the cost of any specially requested tenant improvements to the LESSOR, but requested by a participating agency, shall be repaid to the LESSOR (their successors or assigns, if applicable) by the participating agency who requested the improvements. The repayment amount shall not exceed the un-amortized Tennant Improvement Budget set forth under the 1999 HIDTA grant. For any participating agency to be responsible for improvements, the participating agency must have requested the improvement in writing.
- D. It is understood and agreed by participating agencies that no other entity or agency shall be permitted to utilize the IVDC LECC facility, unless and until said entity or agency becomes a signatory to this MOU and obtains approval of the IVDC Executive Board.

XI. Termination of Agreement

- A. As a signatory to this MOU, it is understood by all parties to be of a voluntary nature. Any signatory (agency) may withdraw their participation (30) thirty-days after providing written notification to the IVDC Executive Board and to other signatories of this agreement. The termination/withdrawal shall be effective upon the thirtieth day following the notification to the IVDC Executive Board, unless a later date is set forth.
- B. Notwithstanding, in the event that any signatory agency of this agreement chooses to withdraw from the IVDC LECC or is removed from the IVDC LECC, that agency shall remain responsible and liable for any costs and obligations associated with those actions attributed to the withdrawing agency through the effective date of withdrawal/termination as per Section XI (A), including but not limited to their respective obligation pursuant to Section X.
- C. The IVDC Executive Board will have the authority to remove participating agencies from the IVDC LECC for any of the following violations of the MOU:
 - 1. Violations of security per this IVDC LECC MOU brought before the IVDC Executive Board and deemed serious enough by the Board to warrant removal of an agency from the IVDC LECC.

2. Failure to follow directions of assigned supervisors.
 3. Failure to follow policies set forth in this MOU.
- D. In the event that the IVDC Executive Board elects or is forced to remove any participating agency that is a signatory of this document, the IVDC Executive Board will notify that agency in writing of its intent to take such action and such notice shall be provided in accordance with Section XI of this document.
 - E. The agency receiving notification will have the opportunity to respond in writing within (30) thirty-days of receipt of the initial notice and to appeal the decision of the IVDC Executive Board. The IVDC Executive Board will make a final decision within thirty (30) days from the date the appeal is submitted.
 - F. Access to the IVDC LECC by the agency being removed will terminate immediately upon notification by the IVDC Executive Board as outlined in Section XI. Any items considered the property of, and issued by, the IVDC LECC to the agency's personnel assigned to/collocated in the IVDC LECC shall be returned immediately to either the Intelligence Division IVDC LECC Intelligence Supervisor or the appropriate Operations Division Task Force Supervisor to which the agency's personnel were assigned. Items are to include the assigned proximity/access card and key, which will ultimately be recovered by the IVDC LECC Security Officer, Operations Chief, or Executive Director.
 - G. The agency being removed shall be responsible for any and all costs incurred in the removal of any proprietary equipment owned by said agency being removed and shall complete the removal process within (15) fifteen-days of the final decision made by the IVDC Executive Board or earlier if the agency chooses to do so.
 - H. Access to the facility may be reinstated if the IVDC Executive Board decides in favor of the appealing agency as outlined in Section XI (E).

XII. Notices

- A. Any notice by any signatory/participating agency of this MOU or the IVDC Executive Board to any other agency shall be personally delivered to the participating agency or sent by certified mail, return receipt requested, to the address appearing below in Section XVI of each participating agency's signature block in this MOU.
- B. Any signatory/participating agency of this MOU may change its address for notice by providing written notification to the IVDC Executive Board and to the other signatory agencies of this document.

- C. Notices shall be deemed effective on the date of personal service or confirmed date of delivery as set forth on the certified mail return as applicable.

XIII. Authority

Each of the individuals executing this MOU on behalf of his/her respective agency represents and warrants that:

- A. He/She is duly authorized to execute and deliver this MOU on behalf of the participating agency as applicable.
- B. Such execution and delivery on behalf of the participating agency is in accordance with the terms of the Articles of Incorporation or Partnership, any by-laws, resolutions or MOU of the participating agency, if applicable.
- C. Such execution and delivery on behalf of the participating agency is duly authorized by the legislature and executive of the participating agency and is within the power and authority of the signatory as granted by such body or executive of the participating agency.
- D. This MOU is binding upon the respective parties in accordance with its terms.
- E. This MOU may be executed in counterparts.
- F. The term of this MOU shall be in effect from July 1, 2021 to June 30, 2024.

XIV. Nondiscrimination Clause

All participating agencies will comply with Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, the American With Disabilities Act (as incorporated in the Civil Rights Act of 1991), and all requirements imposed or pursuant to the regulations of the U.S. Department of Justice (28 C.F.R., Part 42, Sub-parts C, D, and F) issued pursuant to Title VI relating to discrimination of the grounds of race, color, creed, sex, age or national origin, handicap, and equal employment opportunities.

XV. Respective Responsibilities

To the extent permitted by federal or state law, each participating agency of the IVDC LECC shall be responsible for the acts of its participating officer(s) and shall incur any liabilities arising out of the service and activities of those officers while participating in the IVDC LECC. Personnel assigned to the IVDC LECC shall be deemed to be continuing under the employment of their jurisdictions and shall have the same powers, duties, privileges, responsibilities and immunities as are conferred upon them as federal agents or peace officers in their own jurisdictions.

**Imperial Valley Drug Coalition
Law Enforcement Coordination Center
Memorandum of Understanding
July 1, 2021/June 30, 2024**

XVI. Signatures

Jimmy M. Duran,
Chief of Police
Brawley Police Department
351 Main Street
Brawley, California 92227

Brian Johnson,
Chief of Police
El Centro Police Department
150 North 11th Street
El Centro, California 92243

Gonzalo Gerardo
Chief of Police
420 E Fifth Street
Calexico, California 92231

**Imperial Valley Drug Coalition
Law Enforcement Coordination Center
Memorandum of Understanding
July 1, 2021/June 30, 2024**

Scott Lavery
Captain
California Highway Patrol
2331 N Imperial Avenue
Imperial, California 92251

Bruce Baenzinger
Acting Parole Administrator
California Department of Corrections and Rehabilitation
765 Third Avenue Suite 200
Chula Vista, California 91910

John Callery
Special Agent in Charge
Drug Enforcement Administration
San Diego Field Division
4560 Viewridge Avenue
San Diego, California 92123

**Imperial Valley Drug Coalition
Law Enforcement Coordination Center
Memorandum of Understanding
July 1, 2021/June 30, 2024**

Jason Hone
Special Agent in Charge (Acting)
Bureau of Land Management, Region 1
2800 Cottage Way
Sacramento, CA 95825

Suzanne Turner
Special Agent in Charge
Federal Bureau of Investigation
10385 Vista Sorrento Parkway
San Diego, California 92121

Gilbert G. Otero
District Attorney
Imperial County District Attorney's Office
939 West Main Street
El Centro, California 92243

**Imperial Valley Drug Coalition
Law Enforcement Coordination Center
Memorandum of Understanding
July 1, 2021/June 30, 2024**

Dan Prince
Chief
Imperial County Probation Department
324 Applestill Road
El Centro, California 92243

Raymond Loera
Sheriff
Imperial County Sheriff's Office
328 Applestill Road
P.O. Box 1040
El Centro, California 92244

Leonard Barra
Chief of Police
Imperial Police Department
424 S. Imperial Avenue
Imperial, California 92251

**Imperial Valley Drug Coalition
Law Enforcement Coordination Center
Memorandum of Understanding
July 1, 2021/June 30, 2024**

Randy S. Grossman
Acting United States Attorney
United States Attorney's Office
880 Front Street, Room 6293
San Diego, California 92101

Monique Villegas
Special Agent in Charge
Bureau of Alcohol, Tobacco, Firearms and Explosives, Los Angeles Field Division
550 North Brand Blvd Suite 800
Glendale, California 91203

Greg Bovino
Chief Patrol Agent
U.S. Customs and Border Protection
211 W. Aten Road
Imperial, California 92251

**Imperial Valley Drug Coalition
Law Enforcement Coordination Center
Memorandum of Understanding
July 1, 2021/June 30, 2024**

David A. Salazar
Port Director
U. S. Customs and Border Protection
200 E. First Street
Calexico, California 92231

Cardell Morant
Special Agent in Charge
Homeland Security Investigations
United States Immigration Customs Enforcement
185 West "F" Street, Suite 600
San Diego, California 92101

Steven C. Stafford
United States Marshal
United States Marshal's Service
Southern District of California
333 W. Broadway, Suite 100
San Diego, California 92111

**Imperial Valley Drug Coalition
Law Enforcement Coordination Center
Memorandum of Understanding
July 1, 2021/June 30, 2024**

Perry Monita
Chief of Police
Westmorland Police Department
355 N Center Street
Westmorland, California 92281

Attachment A
RE: IVCD LECC MOU
July 1, 2021 / June 30, 2024



DATE SUBMITTED 04/14/21
 SUBMITTED BY Capt. Max Sheffield
 DATE ACTION REQUIRED 04/21/21

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS MS

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

1. The Imperial Police Department requests approval of a new MOU between the Imperial Police Department and the Imperial County Law Enforcement Agencies (ICLEA) for the cost sharing and use of law enforcement information utilizing the ProPhoenix System

DEPARTMENT INVOLVED:
Police

BACKGROUND/SUMMARY:

This is a MOU between the Imperial Police Department and the Imperial County Law Enforcement Agencies and ProPhoenix. The purpose of this agreement is to enhance the effectiveness of law enforcement by increasing information sharing related to criminal activities and to outline conditions under which ICLEA will share and use information in the ProPhoenix System.

FISCAL IMPACT:
NONE

FINANCE
INITIALS JDQ

STAFF RECOMMENDATION:

Staff recommends approval of the MOU.

DEPT. INITIALS MS #4/21

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS JHM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

INTERGOVERNMENTAL AGREEMENT
BETWEEN
IMPERIAL COUNTY SHERIFF'S OFFICE
AND
IMPERIAL COUNTY LAW ENFORCEMENT AGENCIES

This Intergovernmental Agreement (Agreement) is made and entered into this ____ day of ____, 2021, by and between **Imperial County Sheriff's Office ("ICSO") and El Centro Police Department, Calexico Police Department, Brawley Police Department, Imperial Police Department, Calipatria Police Department, and Westmoreland Police Department**, hereinafter referred to as Imperial County Law Enforcement Agencies ("ICLEA"), individually referred to as "party," and collectively referred to as "parties."

RECITALS

WHEREAS, the parties provide Public Safety services within their jurisdictions; and

WHEREAS, the parties have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application to Public Safety efforts within their jurisdictions; and

WHEREAS, ICSO and ICLEA desire to enter into this Agreement on behalf of their various law enforcement agencies with respect to both the costs and use of law enforcement information utilizing the ProPhoenix System; and

WHEREAS, the implementation of this Agreement will substantially further the parties' objective to ensure public safety, health and welfare.

NOW, WHEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. OVERVIEW OF AGREEMENT

1.1 Background

ICSO and the ICLEA have agreed on the implementation of the ProPhoenix System, a method of sharing law and justice information that permits the electronic access to information maintained by member agencies. The implementation of the ProPhoenix System serves as a solution to the problem of inaccessible or irretrievable information as a result of disparate information system that lack a common platform and the difficulty in sharing data across jurisdictional boundaries.

1.2 Intended Benefits

By facilitating the sharing of public safety information with law and justice partners, ICLEA member agencies can improve their responses to community crimes and enhance overall

investigative capacity. The ProPhoenix System provides sophisticated analytical tools that will enable authorized users to discover links and relationships by providing consolidated data across jurisdictional boundaries. This may allow authorized member agencies to solve previously “unsolvable” incidents and investigate serial criminal activity.

1.3 Purpose of Agreement

The purpose of this Agreement is to enhance the effectiveness of law enforcement by increasing information sharing related to criminal activities and to outline conditions under which ICLEA will share and use information in the ProPhoenix System. By signing this Agreement ICLEA as well as all individuals who operate or use the ProPhoenix System are represented by those agencies, agree to adhere to the guidelines specified in this Agreement and support the public benefit derived from the electronic sharing of public safety information.

1.4 Agency Participation

ProPhoenix System is a data repository node containing information from law enforcement member agencies in the Imperial County region. The ProPhoenix System contributing agencies are: Imperial County Sheriff’s Office, El Centro Police Department, Calexico Police Department, Brawley Police Department, Imperial Police Department, Holtville Police Department, and Westmoreland Police Department, along with any additional contributing law and justice agencies as may be approved by a majority consensus of the contributing agencies.

1.5 Termination

This Agreement shall continue in full force until ICLEA provides sixty (60) days prior written notice to the other agency of its intent to terminate the other agency’s access to its records through the methods provided in this agreement.

1.5.1 Emergency Suspension of Operations

The Imperial County Sheriff may temporarily suspend information sharing activities for good cause in an emergency until ratification of any termination of this Agreement occurs.

1.6 Compensation

Compensation for services shall be provided to ICSO according to the terms outlined in the attached **Exhibit “A,”** and incorporated by this reference herein. Each party shall contribute in compensation in the following amounts:

- | | |
|--------------------------------|-----------------------|
| • El Centro Police Department | \$ 29,000.00/annually |
| • Calexico Police Department | \$ 29,000.00/annually |
| • Brawley Police Department | \$ 21,000.00/annually |
| • Imperial Police Department | \$ 16,500.00/annually |
| • Calipatria Police Department | \$ 7,500.00/annually |

- Westmoreland Police Department \$ 7,500.00/annually

2. AUTHORIZED RELEASE OF INFORMATION

2.1 Sharing of Information

ICLEA authorizes the release of information residing in their members' records management systems to all authorized users of the ProPhoenix System as permitted by law. It is the responsibility of each agency to specify which data points to share and any other special requirements. ICLEA will participate in several testing sessions where they will validate and ensure that their information is accurately reflected.

A. California law prohibits the release of victims' information in specific sex related crimes to unauthorized users.

2.2 Limitation on Information Sharing

Information contributed by ICLEA member agencies shall only be shared with or released to authorized agencies. Only authorized agency employees that have an approved login and password will be allowed to access or use information in the ProPhoenix System. All queries must be made by such users.

2.3 Liability

Each member agency of ICLEA is solely responsible and liable for any damages, losses, claims, judgments, and expenses resulting from injury to any person or damage to any properties, which arise out of its own employee's performance and use of the ProPhoenix System.

2.4 Indemnification

Each Member agency of ICLEA that accesses information through the ProPhoenix System shall indemnify, defend, and hold harmless the other member agencies of ICLEA their County or Cities, City Councils, Board of Supervisors and other elected officials, board and commissions, officers, agents, and employees (collectively, the Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death, or damage to property), demands, obligations damages, actions, suits, losses, judgements, fines, penalties, liabilities, costs, and expenses (including without limitation, attorney's fees, disbursements, and court costs) of every kind and nature whatsoever (individually a "Claim;" collectively, Claims"), which may arise from the improper use or release of information obtained through the ProPhoenix System by the accessing ICLEA member agency, including as a result of the negligent and/or willful acts, errors, and/or omissions of the accessing member agency, its principals, officers, agents, employees, elected officials, and anyone employed directly or indirectly by them or for whose acts they may be liable.

Notwithstanding the foregoing, nothing herein shall be construed to require a member agency of ICLEA to indemnify the indemnified parties from any Claim arising from the sole negligence or

will full misconduct of the Indemnified Parties, nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the accessing agency.

2.5 Internal Audit

Each member agency of ICLEA shall have their System Administrator conduct an internal audit on a periodic basis to ensure information is reasonably up to date and user queries are made for legitimate law enforcement purpose.

3. INFORMATION OWNERSHIP

3.1 Ownership

Individual member agencies of ICLEA retain control of all information they provide through the ProPhoenix System at all times. Each individual member agency is responsible for creating, updating, and deleting records in its own records management system or database, according to its own policies. The originating agency is solely responsible for the completeness and accuracy of its source data.

3.2 Unauthorized Requests

Any request for access to information hosted in the ProPhoenix System that is not authorized for viewing will be referred to the agency that owns the information being requested. Except as required by law, information shall not be released or made available to any unauthorized requestor without the approval of the agency having ownership of the original source data.

4. UNDERSTANDING ON ACCURACY OF INFORMATION

4.1 Accuracy of Information

ICLEA agrees that the data maintained in the ProPhoenix System consists of information assumed to be accurate; however, data inaccuracies can arise for multiple reasons (e.g., entry errors, misinterpretations, outdated data). It is the responsibility of the individual member agency requesting or using the data to confirm the accuracy of the information with the owning agency before taking any enforcement-related action.

4.2 Timeliness of Information

Each member agency ICLEA determines the frequency with which their data will be refreshed in ProPhoenix System. In addition, each individual member agencies have their own policies and speed at which incidents are recorded in their records management systems. Since changes or additions to data do not get updated in ProPhoenix System on a real-time basis, agencies recognized that the information may not always be timely and relevant. It is the responsibilities of

the agency requesting the data to confirm the timeliness and relevance of the information with the owning agency.

4.3 Hold Harmless

To the extent permitted by law, individual member agencies of ICLEA agree to hold information owners harmless for any information which is in the ProPhoenix System repository, or any action taken as a result of that data, regardless of whether the data is accurate or not, or any time delay associated with changes, additions, or deletions to the information contributed.

5. USER ACCESS

5.1 Login Application Process

Each member user of ICLEA shall appoint their own agency specific System Administrator who is responsible for management of user accounts at that agency. An overall Network System Administrator will also be appointed. The user may submit a request for a login and password to their Agency System Administrator. The individual member agency agree that all users shall be current employees and be authorized to review criminal history data for legitimate purpose. The Agency System Administrator may deny or revoke individual access in their sole discretion.

5.2 Login Assignment

Each individual user of an ICLEA member agency will be issued a user login and a default password by their Agency System Administrator. Upon logging into the ProPhoenix System for the first time, each user will change the default password to another password. User may also be assigned to groups that have different access rights to the information in the system based on the level of restriction of the information.

5.3 Provision of Policy

The Agency System Administrator must provide a copy of the terms and conditions of this policy to all users when they are issued a login ID for the system.

5.4 Limitation on Use of Logins

Each user must comply with the IGA guidelines. A user may not access the ProPhoenix System by using a name or password that was assigned to another user. A user cannot give their password to another person, including another user, to access the system.

5.5 Audit Trail

Each transaction on the ProPhoenix System that has been logged and an audit trail created which is resident on the system for a minimum of three (3) years. Requests for transaction logs shall be in writing through the requestor's chain of command to their Agency System Administrator.

5.6 Termination of Logins

Participating member agencies of ICLEA will be responsible (through their Agency System Administrator) for timely removal of any login accounts as users leave the agency or as they fail to meet the requirements for access to the System.

6. INTENDED USE OF THE SYSTEM

6.1 Intended Use

Each ICLEA member agency agree that the use of the ProPhoenix System, the information contained in it, and the networking resources provided are for reasons related to the mission of the ICLEA member agencies. Users acknowledge that the information hosted in the ProPhoenix System will be shared and used for authorized purpose only permitted by law. No user can use or share the information for any unethical, illegal, or criminal purpose.

7. UNDERSTANDING ON CONFIDENTIALITY OF INFORMATION

7.1 Information Confidentiality

Each ICLEA member agency user agrees that information in the ProPhoenix System is confidential and not subject to the public disclosure, except as required by law. Only agency employees that have an authenticated login and password are allowed to view and use the information. The information will otherwise be kept confidential.

7.2 Internal Request for Information

A ProPhoenix System user who receives a request from a non-authorized requestor for information on the ProPhoenix System (of which they are not the originating source) shall not release that information, but may refer the requestor to the agency that is the source. A ProPhoenix System user who receives a court order to release information in the ProPhoenix System will immediately provide a copy of the court order to the owner/source agency that originally provided the information and to their own Agency System Administrator. The owner/source agency is responsible for preparing a timely response to the court order or, in the event of a failure to respond, allows the agency to respond as necessary to comply with the order. Any challenge or objection to the order is the responsibility of the owner/source agency.

7.3 Confidential Records

An agency that only wants data from its records management system to be made available to a select group of the ProPhoenix System users is responsible for placing the appropriate restriction indicator on the underlying data in the agency's internal records management system or database.

8. SYSTEM ACCESS

8.1 Network Access

Access to ICLEA member agencies' information will provide utilizing network configuration that is mutually acceptable to ICLEA.

8.2 System Availability

The information residing in the ProPhoenix System shall be available on a 24-hour a day, 7 days a week basis with downtime limited to those hours required for any necessary System maintenance activities. ICLEA member agencies agree to inform each other in advance, whenever possible, of scheduled system downtimes.

9. AGREEMENT TERMS

9.1 Term

The term of this Agreement will commence on the date that is adopted by ICLEA.

9.2 Changes to Agreement

Based on ongoing monitoring of the ProPhoenix System, ICLEA may propose other changes to this Agreement. It may be modified or amended only by written document executed by ICLEA.

9.3 Supplemental Policies

All participating member agencies of ICLEA shall agree to abide by the following terms written in the Imperial County Law Enforcement Shared Data System Policies as formed by the Imperial County Law Enforcement Administrative Board.

All ICLEA member agencies that operate their own computers or networks may add individual guidelines which supplement, but do not relax, this Agreement.

9.4 Sanctions for Non-Compliance

If any member agency of ICLEA, violates the guidelines of this Agreement with regard to accessing, sharing, or using information, that agency may be disconnected from the ProPhoenix System. The offending agency will be provided with a 90-day written notice of the opportunity to correct the violation. Failure to meet the terms of this Agreement will result in the termination of system access for the offending agency. All disputes concerning system access shall be determined by mutual agreement by the Chief of Police of ICLEA and the Imperial County Sheriff's Office.

9.5 Costs

Each party shall be responsible for their own costs associated with establishing, maintaining, or terminating this data sharing connection as indicated in paragraph 1.6. Nothing in this Agreement shall be construed to mean Parties incur new costs.

10. Sign-off On Execution Of Policy

By signing this Agreement, ICLEA including their participation member agencies and all representatives contributing or using information from the ProPhoenix System, agree to implement and adhere to the provision as outlined.

11. Party Participation

Each party shall designate an authorized representative to participate in quarterly meetings. Each party shall use their best efforts to attend scheduled meetings.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

IMPERIAL COUNTY

**IMPERIAL COUNTY SHERIFF
OFFICE**

Michael W. Kelly, Chairman
Board of Supervisors

Raymond Loera,
Imperial County Sheriff

ATTEST

Blanca Acosta, Clerk of the Board,
County of Imperial, State of California

**IMPERIAL COUNTY LAW
ENFORCEMENT AGENICES**

Brawley Police Department

El Centro Police Department

Brawley Police Chief

El Centro Police Chief

Calexico Police Department

Imperial Police Department

Calexico Police Chief

Imperial Police Chief

[Signatures continued on the Following Page]

Holtville Police Department

Calipatria Police Department

Holtville Police Chief

Calipatria Police Chief

Westmoreland Police Department

APPROVED AS TO FORM
Adam G. Crook, County Counsel

Westmoreland Police Chief

Layla Sarwari, Deputy County Counsel

DATE SUBMITTED	<u>04/14/21</u>
SUBMITTED BY	<u>Capt. Max Sheffield</u>
DATE ACTION REQUIRED	<u>04/21/21</u>

COUNCIL ACTION	(x)
PUBLIC HEARING REQUIRED	()
RESOLUTION	()
ORDINANCE 1 ST READING	()
ORDINANCE 2 ND READING	()
CITY CLERK'S INITIALS	(<i>36</i>)

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: Approval to Purchase one Ford Police Explorer Interceptor		
DEPARTMENT INVOLVED: Police Dept.		
BACKGROUND/SUMMARY: The Imperial Police Department is requesting to purchase one Ford Police Explorer Interceptor from Ford of Chula Vista. This vehicle will be paid for using 2018 Stonegarden Grant Funding of which the Imperial Police Department has \$55,000 allocated. The total cost of the vehicle completely outfitted will be \$60,789.84. The remaining cost of the unit will be paid for using COPS 2021 funding.		
FISCAL IMPACT: None	ADMIN SERVICES SIGN INITIALS	
STAFF RECOMMENDATION: Request Council approval to purchase vehicle.	DEPT. INITIALS	
MANAGER'S RECOMMENDATION: 	CITY MANAGER's INITIALS	
MOTION:		
SECONDED:	APPROVED ()	REJECTED ()
AYES:	DISAPPROVED ()	DEFERRED ()
NAYES:		
ABSENT:	REFERRED TO:	



FORD of CHULA VISTA

Customer Information

City Of Imperial	Luis Garcia	04/14/2021
Name	Sales Rep	Date
Address	Email	Phone (760) 355-4327

Vehicle Information

2021 Ford Police Interceptor Utility		
Vehicle	Color	Miles
Stock Number	VIN	

Retail Value	\$40,225.00
Savings	\$4,004.00
Sale Price	\$36,221.00
Trade	
Down Payment	\$0.00
Trade Balance	
Star Guard	\$0.00
Standard Fees	\$85.00
Est. License Fees	\$38.75
ESP	
Taxes	\$2,807.13
Total	\$39,151.88

Base Retail Payments

Down Payment

Terms

mos.

mos.

mos.

X	X
Customer Approval	Manager Approval

Estimated payments based on an average APR. Final terms of your loan may differ depending on actual terms of financial institutions acceptance and are negotiable. This is an offer to sell/purchase. See dealership Buyer's Order for final figures, terms and conditions.

CNGP530

VEHICLE ORDER CONFIRMATION

04/14/21 17:01:54

==>

Dealer: F71076

2021 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 0001 Priority: F4 Ord FIN: QM715 Order Type: 5B Price Level: 125

Ord Code: 500A Cust/Flt Name: C O IMPERIAL PO Number:

RETAIL

RETAIL

K8A 4DR AWD POLICE \$40845

43D COURTESY DISABL \$25

.119" WHEELBASE

51V SPTLMP LED DUAL 665

UM AGATE BLACK

59C KEY CODE 1294X 50

9 CLTH BKTS/VNL R

68G RR DR/LK INOP NC

6 EBONY

76D DEFLECTOR PLATE 335

500A EQUIP GRP

76R REVERSE SENSING 275

.AM/FM STEREO

794 PRICE CONCESSN

99B 3.3L V6 TI-VCT (3530)

44U 10SPD AUTO TRAN NC

TOTAL BASE AND OPTIONS 40225

52P DR LOCK PLUNGER 160

TOTAL 40225

JOB #3 ORDER

THIS IS NOT AN INVOICE

CA BOARD FEES NC

*TOTAL PRICE EXCLUDES COMP PR

FLEET SPCL ADJ NC

17T CARGO DOME LAMP 50

* MORE ORDER INFO NEXT PAGE *

425 50 STATE EMISS NC

F8=Next

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

F9=View Trailers

S006 - MORE DATA IS AVAILABLE.

QC036721

CNGP530

VEHICLE ORDER CONFIRMATION

04/14/21 17:02:12

==>

Dealer: F71076

2021 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 0001 Priority: F4 Ord FIN: QM715 Order Type: 5B Price Level: 125

Ord Code: 500A Cust/Flt Name: C O IMPERIAL PO Number:

RETAIL

RETAIL

REMARKS TRAILER

THIS IS NOT AN INVOICE

86T RR TAILLAMP HSG 60

*TOTAL PRICE EXCLUDES COMP PR

87R RR VIEW MIR/CAM NC

942 DAYTIME RUN LMP 45

FLEX-FUEL

153 FRT LICENSE BKT NC

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

PRICED DORA NC

DEST AND DELIV 1245

TOTAL BASE AND OPTIONS 40225

TOTAL 40225

F7=Prev

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

F9=View Trailers

S099 - PRESS F4 TO SUBMIT

QC036721

   			 MOTOROLA Authorized Two-Way Radio Dealer				
Attn: Imperial Police Department CO: Damon Harmon RE: 2021 Ford PI SUV Emergency Equipment, MDT and Installation (All New) DATE: 4-1-2021			414 South J Street Imperial, CA. 92251 (760) 355-2804 (760) 355-1453 fax				
 CODE 3 First in, Last in, Safest in.  FEDERAL SIGNAL							
PARTS							
ITEM	QUAN	PART #	MFG	DESCRIPTION	OPTIONS	PRICE	EXTENDED PRICE
1	1	VALR51S-CAL1	Fed Sig	Lightbar Valor CAL-BAR		\$ 2,565.00	\$ 2,565.00
2	1	HKB-FPIU20	Fed Sig	2021 Explorer Clamp Kit			
3	1	PF200S17B	Fed Sig	Siren Pathfinder		\$ 875.00	\$ 875.00
4	1	ES100	Fed Sig	Siren speaker		\$ 199.99	\$ 199.99
5	1	ESB-U	Fed Sig	Siren speaker bracket (Push Bumper Mounted)		\$ 37.00	\$ 37.00
6	1	PP-FPSUV	Patrol Power	Power distribution and protection system		\$ 450.00	\$ 450.00
7	1	416910-B	Fed Sig	Corner LED Insert Blue		\$ 61.50	\$ 61.50
8	3	416910-R	Fed Sig	Corner LED Insert Red		\$ 61.50	\$ 184.50
9	2	416910-W	Fed Sig	Corner LED Insert White		\$ 61.50	\$ 123.00
10	2	MP5800U-BR	Fed Sig	MicroPulse 6LED Lighthead (Pushbumper)		\$ 97.50	\$ 195.00
11	1	PBX07	Fed Sig	Pushbumper With LED Lighthead Insert, 2021 Explorer		\$ 346.50	\$ 346.50
12	1	PBX-TC2L-3	Fed Sig	Pushbumper LED Insert Option		\$ 20.00	\$ 20.00
13	1	CC-UV-S10-L8	Troy Products	Console 2020 Explorer Specific		\$ 376.00	\$ 376.00
14	1	FP-ARM-1	Troy Products	Arm rest		\$ 45.00	\$ 45.00
15	1	AC-INBHG	Troy Products	Cup holder		\$ 45.00	\$ 45.00
16	1	AC-MCM1	Troy Products	Mic Tab and Clip		\$ 25.00	\$ 25.00
17	1	QK0495ITU20	Selina	Transport Seat, Cargo Barrier, Center Pull Belts.		\$ 1,098.00	\$ 1,098.00
18	1	DK0100ITU20	Selina	Door Panels		\$ 225.00	\$ 225.00
19	1	PK1134ITYU20TM	Selina	Recessed Partition 1/2 Poly 1/2 Mesh		\$ 787.00	\$ 787.00
20	1	WK0514ITU20	Selina	Steel Vertical Bar Window Guards		\$ 225.00	\$ 225.00
21	1	GK10342UHKSSCAXL	Selina	Dual Universal XL Locks Weapons System.		\$ 385.00	\$ 385.00
22	1	AUXSPTLTTSW	Airwave	Aux spot light switches		\$ 30.00	\$ 30.00
23	1	FP-BLNK1SW3	Airwave	Aux spot light switch Faceplate		\$ 30.00	\$ 30.00
24	1	TK2307ITU20	Selina	Easy Lift Cargo Deck		\$ 961.50	\$ 961.50
25	1	UMNCT-SB	Unitrol	Noise Cancelling Palm Microphone		\$ 47.00	\$ 47.00
26	1	MISCHDWRE	Airwave	MISC, hardware		\$ 200.00	\$ 200.00
27	1	243890	Gamber	On Dash Dock Mount		\$ 275.00	\$ 275.00
28	1	350263	Gamber	Console Side Mount Base		\$ 48.99	\$ 48.99
29	1	203822	Gamber	Keyboard Tray		\$ 110.00	\$ 110.00
30	1	205189	Gamber	Adapter Bracket		\$ 25.00	\$ 25.00
31	1	599690	Gamber	Power Supply Bracket		\$ 22.00	\$ 22.00
32	1	599691	Gamber	Keyboard Motion Attachment		\$ 324.00	\$ 324.00
33	1	375647	Gamber	5" Center mount Upper		\$ 58.00	\$ 58.00
34	1	FG421DLA1HXV	GETAC	F110 Tablet		\$ 3,605.83	\$ 3,605.83
35	1	GDVPG	GETAC	F110 TRI Pass Dock		\$ 558.48	\$ 558.48
36	1	GAD3L1	GETAC	Dock Power Supply		\$ 93.16	\$ 93.16
37	1	TG3BLXT	911 Rapid Resp	Keyboard		\$ 200.00	\$ 200.00
38	1	525780	Tessco	WAN,LAN,GPS,PCS Antenna System		\$ 125.00	\$ 125.00
39	1	ENT2B3D-EU	Sound Off	SoundOff Signal Under Mirror Perimeter Lights Red/White		\$ 168.97	\$ 168.97
40	1	ENT2B3E-EU	Sound Off	SoundOff Signal Under Mirror Perimeter Lights Blue/White		\$ 168.97	\$ 168.97
41	1	CNSM8R-265469SS	Fed Sig	Federal Signal CN Signalmaster Arrow Stick Red Blue Amber		\$ 730.00	\$ 730.00
42	1	CNSM-R8K1	Fed Sig	Federal Signal CN Signalmaster Arrow Stick Mount Kit		\$ 63.00	\$ 63.00
LABOR							
1	1	INSTLBR	Airwave	Installation of all equipment Listed Above.		\$ 3,810.50	\$ 3,810.50
2						\$ -	\$ -
3						\$ -	\$ -
4						\$ -	\$ -
5						\$ -	\$ -
6						\$ -	\$ -
7						\$ -	\$ -
8						\$ -	\$ -
9						\$ -	\$ -
10						\$ -	\$ -
OEM OPTIONS TO BE ORDERED WITH VEHICLE						LABOR	\$ 3,810.50
*****Order OEM Options When Vehicle is Ordered*****						EQUIPMENT	\$ 16,113.39
*****Options are for 2021 Ford Police Interceptor SUV.*****						SERVICE CALL	\$ -
						SALES TAX	\$ 1,289.07
						SHIPPING	\$ 425.00
This is an ESTIMATE for budgeting purposes only.						MISC	\$ -
						TOTAL	\$ 21,637.96