

REGULAR
AUGUST 16, 2023



Imperial City Council

Katherine Burnworth- Mayor
Robert Amparano-Mayor Pro Tem
Ida Obeso-Martinez-Council Member
Stacy Mendoza- Council Member
James Tucker-Council Member

AGENDA

Regular Meeting of the Imperial City Council

City Council Chambers
220 West 9th Street
Imperial, CA 92251-1637

August 16, 2023

Closed Session at 06:30 pm

Open Session at 07:00 pm

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.

1. You are encouraged to observe the City Council meetings via Livestream at the City of Imperial Facebook page.
2. All documents containing an executive summary and staff recommendation associated with open session action items are made available for public inspection on the City's website, www.cityofimperial.org seventy-two (72) hours prior to the posted meeting time. Government Code section 54957.5(b)(2)(B)

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact (760) 355-4373. A notification of 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].

6:30 P.M. CLOSED SESSION

CALL TO ORDER:

PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY: The City Council welcomes public input. Members of the public may address the City Council on Closed Session items by contacting the City Clerk's Office at 760-355-3334. Pursuant to State Law, the City Council may not discuss or take action on issues not on the meeting agenda (Government Code Section 54954.2). If you are compensated to communicate with City officials, you may be required to register and/or make certain disclosures as a lobbyist. Please see the City Clerk for additional information. There is a time limit of three (3) minutes for anyone wishing to address the City Council on these matters.

CONFERENCE WITH LEGAL COUNSEL: The City Council finds, based on advice from the City Attorney, that discussion in open session of the following described matter(s) will prejudice the position of the City in existing and anticipated litigation.

A. CONFERENCE WITH LABOR NEGOTIATIONS – G.C § 54957.6

Agency Designated Representatives: Dennis Morita, City Manager
Kristen Smith, Human Resources Manager

Employee Organizations: Teamsters Local Union #542

CITY COUNCIL CONVENES TO REGULAR MEETING

7:00 P.M. REGULAR MEETING

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE:

ADJUSTMENTS TO THE AGENDA: The City Council will discuss the order of the agenda, may amend the order, add urgency items, note abstentions or “no” votes on consent calendar items and request consent calendar items be removed from the consent calendar for discussion. The City Council may also remove items from the consent calendar prior to that portion of the agenda. For purposes of the official city record, the City Council may take care of these issues by entertaining a formal motion.

CITY ATTORNEY REPORT ON CLOSED SESSION ACTIONS:

PUBLIC COMMENT: There is a time limit of three (3) minutes for anyone wishing to address the City Council on these matters.

Matters not appearing on the agenda: If you wish to address the City Council concerning any item within the City Council’s jurisdiction, please raise your hand and be acknowledged by the Mayor. At that time, state your name and address for the record. The Mayor reserves the right to place a time limit of three (3) minutes on each person’s presentation. It is requested that longer presentations be submitted to the City Clerk’s Office in writing 48 hours before the meeting.

A. SPECIAL PRESENTATIONS:

A-1. Introduction of (2) new Police Officers – Andrea Chiriboga and Emily Bustamante

A-2. LaBrucherie Widening Project - Presentation by Carla Banales and Jesus Villegas,
Community Development Department.

B. CONSENT AGENDA:

All items appearing under “Consent Agenda” will be acted upon by the City Council with 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.

- B-1.** Approval of Claims and Warrants Report.
- B-2.** Approval of City Council Meeting Minutes of July 19, 2023 and August 2, 2023.
- B-3.** Discuss, Approve/Disapprove continuation of Emergency at Aten Road & HWY 86 Intersection.
- B-4.** Discuss, Approve/Disapprove Acceptance of Engineering Services for Aten Tank Coating Repairs and Ventilation/Mixing System Design & Bid Support.
- B-5.** Discuss, Approve/Disapprove Continuance or Emergency of Manhole in Area 13th & C Street.
- B-6.** Authorization to Reject Claim CW File Number 3049468 LSV as Recommended by Carl Warren & Company.
- B-7.** Discuss, Approve/Disapprove the Purchase of Budgeted Maintenance Parts: Lift Station Eradicator.
- B-8.** Approval of Agreement Between the City of Imperial and Code Exxperts for Web Development Services for the Term of One (1) Year in the Annual Amount of \$18,403.00.
- B-9.** Approval of Intergovernmental Agreement with the City of Calipatria for Sharing of Cybersecurity Resources.

C. ACTION ITEMS (DISCUSSION/ACTION- APPROVE-DISAPPROVE):

- C-1.** Approval of Agreement Between the City of Imperial and Citizenserve for Business License Services for the Term of One (1) Year in the Annual Amount of \$22,950.00.

Staff Report: Alejandro Estrada, Director of Information Technology

Recommended Action: Staff Recommends Approval of Disbursement of Funds for the New Business License Application.

- C-2.** Discuss, Approve/Disapprove the Purchase of Budgeted Equipment: ThermoPlastic Trailer.

Staff Report: Jackie Loper, Public Services Director

Recommended Action: Staff Recommends Approval of Purchase.

- C-3.** Discuss, Approve/Disapprove the Purchase of Budgeted Equipment: Salsco Mini-Asphalt Paver.

Staff Report: Jackie Loper, Public Services Director

Recommended Action: Staff Recommends Approval of Purchase.

- C-4.** Approval of Renewed Memorandum of Understanding (MOU) between Imperial County Sheriff's Office (ICSO) and Imperial Police Department.

Staff Report: Interim Police Chief, Michael Crankshaw

Recommended Action: Staff Recommends Approval of Memorandum of Understanding (MOU).

- C-5.** Approval of New Memorandum of Understanding between Police Safety Cadet Program and Imperial Police Department.

Staff Report: Interim Police Chief, Michael Crankshaw

Recommended Action: Staff Recommends Approval of Memorandum of Understanding (MOU).

- C-6.** Monterrey Park Subdivision No. 2 Unit 3B – Vista Del Valle, Authorize Partial Reconveyance to Jupiter Ventures I, LP.

Staff Report: Othon Mora, Community Development Director

Recommended Action: Staff Recommends Authorization of Partial Reconveyance to Jupiter Ventures I, LP.

- C-7.** Monterrey Park Subdivision No. 2 Unit 4B – Authorize Substitution of Trustee and Full Reconveyance to Jupiter Ventures I, LP.

Staff Report: Othon Mora, Community Development Director

Recommended Action (1): Staff Recommends Approval and Acceptance of off-site Street Improvement of Monterrey Park Subdivision No. 2 – Unit 4B.

Recommended Action (2): Staff Recommends Authorization of the Substitution of Trustee and Full Reconveyance to Jupiter Ventures I, LP.

- C-8.** LaBrucherie Widening Project from Aten Boulevard to Treshill Road, Bid No. 2022-04.

Staff Report: Othon Mora, Community Development Director

Recommended Action (1): Staff Recommends Acceptance of Work Completed

Recommended Action (2): Staff Recommends to Authorize the City Clerk to File Notice of Completion in the Imperial County Clerk/Recorder's Office.

D. REPORTS:

D-1. Department Reports

D-2. City Manager Report

D-3. Mayor and Councilmember Reports

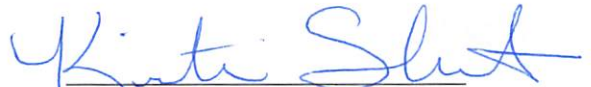
ADJOURNMENT:

Adjournment of this Regular Meeting of the City Council Until the Next Regularly Scheduled Meeting to be held on Wednesday, September 6, 2023, at 7:00 p.m.

AFFIDAVIT OF POSTING

I, KRISTINA M. SHIELDS, City Clerk for the City of Imperial, California, DO HEREBY CERTIFY under penalty of perjury under the laws of the State of California, that the foregoing revised notice was posted at the City of Imperial City Hall bulletin board at 420 S. Imperial Avenue, Imperial, CA and on the City of Imperial's website not less than 72 hours prior to the meeting, per Government Code 54954.2.

Dated: August 11, 2023


KRISTINA M. SHIELDS
City Clerk

Check Register Report

Date: 08/09/2023

Time: 10:02 am

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								
112356	07/28/23	Printed			8105	ADAM CARPENTER	8/7/23 - 8/10/23	241.50
112357	07/28/23	Printed			195	ALLIED WASTE	0467-001680466 JUNE SWEEPER 75223	13,141.45
112358	07/28/23	Printed			5956	AMAZON CAPITAL SERVICES	11NC-6QMX-1F7G 75049	1,337.19
112359	07/28/23	Printed			6306	AMERICAN FIDELITY ASSURANCE	D613804 74899	5,462.94
112360	07/28/23	Printed			2081	ARAMARK UNIFORM SERVICE	5220206635 JULY 2023	3,165.24
112361	07/28/23	Printed			7493	BACK FLOW PARTS USA	181323 75351	819.05
112362	07/28/23	Printed			250	BLUE SHIELD OF CALIFORNIA	231950044039 AUGUST 2023 75309	39,649.34
112363	07/28/23	Printed			7158	BLUETARP FINANCIAL, INC.	F92115/5 75257	93.94
112364	07/28/23	Printed			455	CALIFORNIA STATE DISBURSEMENT	7/25/23	991.37
112365	07/28/23	Printed			3669	CANON	30888277 75302	1,609.76
112366	07/28/23	Printed			4093	CHRIS KEMP	8/7/23 - 8/10/23	241.50
112367	07/28/23	Printed			8104	CLIFFORD SCHNEIDER IV	8/7/23 - 8/10/23	241.50
112368	07/28/23	Printed			7802	COMMScope TECHNOLOGIES,LLC	4107595321 75251	800.00
112369	07/28/23	Printed			1132	COMPUTERSHARE CORPORATE	MAYFIELD07 9/1/23 75305	804,090.06
112370	07/28/23	Printed			6857	COUNTY MOTOR PARTS CO, INC	554533 75357	268.11
112371	07/28/23	Printed			1056	DELL MARKETING L.P.	10684984010 75032	35,032.08
112372	07/28/23	Printed			8219	DIVERSIFIED COMMUNICATIONS	34067 75088	1,695.00
112373	07/28/23	Printed			4063	DLT SOLUTIONS, LLC	SI615457 75031	3,418.41
112374	07/28/23	Printed			6642	EDD	7/25/23	50.00
112375	07/28/23	Printed			8064	ENTERPRISE FLEET MANAGEMENT,	7294366. 74771	72,604.60
112376	07/28/23	Printed			019	FERGUSON ENTERPRISES, LLC	2450671 75207	907.85
112377	07/28/23	Printed			4552	FERNANDO VIESCA	8/7/23 - 8/10/23	241.50
112378	07/28/23	Printed			314	FRANCHISE TAX BOARD	7/25/23	281.25
112379	07/28/23	Printed			4989	GEMINI GROUP LLC	123-15163 75205	6,787.62
112380	07/28/23	Printed			8222	GENESIS QUIHUIS	7/20/23-TRAVEL REIMBURSEMENT 75173	46.59
112381	07/28/23	Printed			5899	GEORGE MICKLE	9820-0376/2302 ALEJANDRO	83.29
112382	07/28/23	Printed			7384	GREAT WESTERN RECREATION, LLC	2301041 75353	18,457.58
112383	07/28/23	Printed			630	HAVENS & SONS TRUCKING INC	061539 75166	69.28
112384	07/28/23	Printed			8224	HEALTH AND HUMAN RESOURCE	E0298234 AUGUST 2023 74725	288.88
112385	07/28/23	Printed			3160	IMPERIAL COUNTY AUDITOR-CONTRO	2023-24 LAFCO BUDGET 75312	28,844.84
112386	07/28/23	Printed			028	IMPERIAL IRRIGATION DISTRICT	JULY 20, 2023	11,648.00
112387	07/28/23	Printed			102	IMPERIAL POLICE OFFICERS ASSN.	7/25/23	925.00
112388	07/28/23	Printed			3187	IMPERIAL TRUSS & LUMBER CO.	B61229 75352	17.23
112389	07/28/23	Printed			1555	IMPERIAL VALLEY PRESS	225788 75311	227.90
112390	07/28/23	Printed			5033	INFO SEND INC.	242246 75303	1,797.06
112391	07/28/23	Printed			191	JACKIE LOPER	8/7/23 - 8/10/23	241.50
112392	07/28/23	Printed			642	JORDAN CENTRAL IMPLEMENT CO.	P11814 75206	147.22
112393	07/28/23	Printed			8220	JULIA SAMANIEGO	7/18/23 - 7/20/23	66.45
112394	07/28/23	Printed			8059	JUSTINA ARCE	GRADING DEPOSIT REFUND 74786	4,788.80
112395	07/28/23	Printed			5230	LABOR COMPLIANCE CONSULTANTS	2406 74752	1,282.50
112396	07/28/23	Printed			8165	LEILANY GONZALEZ	REISSUED-9998-4139	223.07
112397	07/28/23	Printed			1462	LEXIPOL, LLC	INVCOR1092 74721	13,872.23
112398	07/28/23	Printed			101	LINCOLN LIFE	7/25/23	767.00
112399	07/28/23	Printed			8223	MIRANDA LOZA	REFUND-DAY CAMP 75354	95.00

Check Register Report

Date: 08/09/2023
Time: 10:02 am
Page: 2

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								
112400	07/28/23	Printed			1190	MISSIONSQUARE - 304257	7/25/23	400.00
112401	07/28/23	Printed			8225	NORTHERN PIPELINE	9928-0004/6TH & K ST	1,675.80
112402	07/28/23	Printed			219	PADRE USA	26918 75099	643.59
112403	07/28/23	Printed			8216	PHIL-JIM, LLC	9988-0683/512 WATEN	200.00
112404	07/28/23	Printed			8091	POOL & ELECTRICAL PRODUCTS,	0011509736-001 75355	6,460.20
112405	07/28/23	Printed			6710	PREMIER RENTALS	PARK GROUNDBREAKING 5/20/23 75308	877.85
112406	07/28/23	Printed			2782	PRINCIPAL LIFE INSURANCE COMP	1044724-10001 AUGUST 2023 75310	5,291.73
112407	07/28/23	Printed			3008	RDO EQUIPMENT CO	P0085043 75224	1,139.29
112408	07/28/23	Printed			694	REXEL OF AMERICA, LLC	S136640986.001 75225	771.19
112409	07/28/23	Printed			8221	ROBERT DE DIOS	7/20/23-TRAVEL REIMBURSEMENT 75171	55.50
112410	07/28/23	Printed			4324	ROBERT EMMETT	8/7/23 - 8/10/23	241.50
112411	07/28/23	Printed			3526	RSD	3323087-00 75226	319.32
112412	07/28/23	Printed			8218	RUBEN GUTIERREZ	8/7/23 - 8/10/23	241.50
112413	07/28/23	Printed			957	SC FUELS	2411550-IN 75218	979.97
112414	07/28/23	Printed			3975	SEAL MASTER OF SOUTHERN	73102 75216	617.11
112415	07/28/23	Printed			1239	SHERWIN-WILLIAMS	6269-6 75219	4,013.23
112416	07/28/23	Printed			5257	SKM ENGINEERING LLC	25007 75220	8,075.60
112417	07/28/23	Printed			091	STAPLES CREDIT PLAN	9982543132 75313	248.42
112418	07/28/23	Printed			4561	STATEWIDE TRAFFIC SAFETY AND	01008217 75222	8,344.49
112419	07/28/23	Printed			7991	STORWISE-IMPERIAL	4241 75096	200.00
112420	07/28/23	Printed			1265	SUPERIOR READY MIX CONCRETE LP	353940 75356	418.28
112421	07/28/23	Printed			104	TEAMSTERS, LOCAL 542	7/11/23	1,298.00
112422	07/28/23	Printed			7443	TEXAS LIFE INSURANCE COMPANY	7/11/23	1,077.74
112423	07/28/23	Printed			7708	TUCKER MINI STORAGE	AUGUST 2023 75095	125.00
112424	07/28/23	Printed			2008	UNITED PARCEL SERVICE	Y00924293 7/27/23	21.05
112425	07/28/23	Printed			944	UNITED WAY OF IMPERIAL COUNTY	7/25/23	6.00
112426	07/28/23	Printed			8133	UNIVAR SOLUTIONS USA INC.	51294460 75214	6,701.57
112427	07/28/23	Printed			1100	USA BLUEBOOK	INV00058989 75213	279.02
112428	07/28/23	Printed			1529	VALLEY CHRISTIAN CHURCH	GRADING DEPOSIT REFUND 74787	4,959.57
112429	07/28/23	Printed			8217	VICTOR FIERRO	8/7/23 - 8/10/23	241.50
112430	07/28/23	Printed			8217	VICTOR FIERRO	TUITION REIMBURSEMENT 74727	214.25
112431	07/28/23	Printed			5674	WAGWORKS, INC	INV5445230 75306	133.00
112432	07/28/23	Printed			1715	WAXIE SANITARY SUPPLY	81814775 75212	729.76
112433	07/28/23	Printed			188	WEF MEMBERSHIP RENEWALS	000315037 C.KEMP 75211	342.00
112434	07/28/23	Printed			1968	WESTAIR GASES & EQUIPMENT	0011667281 75210	106.72
112435	07/28/23	Printed			487	XPRESS LUBE	183610 75209	259.27
112436	07/28/23	Printed			948	ZENDEJAS TRUE VALUE HARDWARE	848962 75208	256.45
112437	08/04/23	Printed			8233	ADRIANA ALVAREZ	9424-0014/1001 E 2ND ST.	27.27
112438	08/04/23	Printed			195	ALLIED WASTE	TRASH JULY 2023 75324	144,516.93
112439	08/04/23	Printed			5956	AMAZON CAPITAL SERVICES	1RP6-R99N-4Y7K 75262	959.74
112440	08/04/23	Printed			8232	ANGELA LABARAN	9928-0924/2300 MYRTLE #30	51.68
112441	08/04/23	Printed			1851	AT&T LONG DISTANCE	760-355-1158 7/31/23	1,026.50
112442	08/04/23	Printed			7710	AUSTREBERTO LOPEZ CABALLERO	9424-0045/1004 FIELDBROOK	49.06
112443	08/04/23	Printed			8226	CHRISTOPHER JOHN	9619-0083/2435 STAPLETON	46.01
112444	08/04/23	Printed			132	COSTCO WHOLESALE	43592 75358	953.10
112445	08/04/23	Printed			6857	COUNTY MOTOR PARTS CO, INC	554807 75359	182.40
112446	08/04/23	Printed			6841	DANIEL AGUILAR	99930995/604 S IMPERIAL	22.46
112447	08/04/23	Printed			8230	DAVID NUNEZ	9924-0135/2715 MEADOWBROOK	30.98

Check Register Report

Date: 08/09/2023
Time: 10:02 am
Page: 3

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								
112448	08/04/23	Printed			1056	DELL MARKETING L.P.	10687257344 75256	6,397.18
112449	08/04/23	Printed			8191	ELLIS INVESTIGATIONS LAW	10407 74729	21,525.00
112450	08/04/23	Printed			8064	ENTERPRISE FLEET MANAGEMENT,	2727. 74887	5,875.72
112451	08/04/23	Printed			5134	FORENSIC DRUG TESTING SERVICES	2023-2658 74728	89.00
112452	08/04/23	Printed			7579	GOGOV, INC	23-310 75266	4,104.00
112453	08/04/23	Printed			4456	GRAFFIK SCREEN PRINTING	1044 75362	426.69
112454	08/04/23	Printed			1349	HDL COREN & CONE	SIN030160 75316	1,875.00
112455	08/04/23	Printed			2096	HOME DEPOT CREDIT SERVICES	1059 00051 01050 75260	14.04
112456	08/04/23	Printed			120	IMPERIAL COUNTY FIRE DEPT.	JULY 2023 75317	76,913.95
112457	08/04/23	Printed			028	IMPERIAL IRRIGATION DISTRICT	AUGUST 2, 2023	47,456.41
112458	08/04/23	Printed			1927	IV TELECOMMUNICATIONS	INV24-00007 75252	33,688.00
112459	08/04/23	Printed			8141	JGC GOVERNMENT RELATIONS, INC.	1774 74667	3,000.00
112460	08/04/23	Printed			7191	KEVIN BEAL	9726-0066/518 ROSSER	17.06
112461	08/04/23	Printed			1716	LANTELLIGENCE INC.	20231343 75255	2,088.15
112462	08/04/23	Printed			8231	MARY PALMA	9312-0114/541 W LEE	102.44
112463	08/04/23	Printed			8229	MELANY VALENZUELA	9968-3035/498 TRESHILL#210	274.10
112464	08/04/23	Printed			7992	MUNITEMPS	130241 75325	66,869.38
112465	08/04/23	Printed			219	PADRE USA	26920 75361	93.74
112466	08/04/23	Printed			4562	PET WASTE ELIMINATOR	43249455 75365	341.69
112467	08/04/23	Printed			2365	SPARKLETTS	9437092 JULY23	426.57
112468	08/04/23	Printed			3162	SPEARS HAWAIIAN SHAVED ICE -	749483 75192	200.00
112469	08/04/23	Printed			091	STAPLES CREDIT PLAN	7699 75261	2,091.58
112470	08/04/23	Printed			8227	SUN COAST HYDRAULIC ELECTRIC	3021134 75221	4,746.47
112471	08/04/23	Printed			6883	ULINE	165067899 75253	71.56
112472	08/04/23	Printed			275	UNDERGROUND SERVICE ALERT OF	23-240232 75319	118.21
112473	08/04/23	Printed			2008	UNITED PARCEL SERVICE	Y00924303 8/3/23	44.42
112475	08/04/23	Printed			615	VALLEY PEST SERVICES, INC	14328596	1,322.00
112476	08/04/23	Printed			8150	VENCER PUBLIC AFFAIRS &	153 75314	2,000.00
112477	08/04/23	Printed			7695	WINNCOM TECHNOLOGIES CORP	STDINV0225085 75037	3,132.68
112478	08/04/23	Printed			487	XPRESS LUBE	185517 75360	211.14

Total Checks: 122 Checks Total (excluding void checks): 1,568,408.46

Total Payments: 122 Bank Total (excluding void checks): 1,568,408.46

Total Payments: 122 Grand Total (excluding void checks): 1,568,408.46



Imperial City Council

*Katherine Burnworth- Mayor
Robert Amparano-Mayor Pro Tem
Ida Obeso-Martinez-Council Member
Stacy Mendoza- Council Member
James Tucker-Council Member*

AGENDA Minutes

Regular Meeting of the Imperial City Council

City Council Chambers
220 West 9th Street
Imperial, CA 92251-1637

July 19, 2023

Closed Session at 06:00 p.m.

Open Session at 07:00 p.m.

6:00 P.M. CLOSED SESSION

CALL TO ORDER:

PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY: The City Council welcomes public input. Members of the public may address the City Council on Closed Session items by contacting the City Clerk's Office at 760-355-3334. Pursuant to State Law, the City Council may not discuss or take action on issues not on the meeting agenda (Government Code Section 54954.2). If you are compensated to communicate with City officials, you may be required to register and/or make certain disclosures as a lobbyist. Please see the City Clerk for additional information. There is a time limit of three (3) minutes for anyone wishing to address the City Council on these matters.

CONFERENCE WITH LEGAL COUNSEL: The City Council finds, based on advice from the City Attorney, that discussion in open session of the following described matter(s) will prejudice the position of the City in existing and anticipated litigation.

A. CONFERENCE WITH LABOR NEGOTIATIONS – G.C § 54957.6

Agency Designated Representatives: Dennis Morita, City Manager, Kristen Smith, Human Resources Manager and Diana Quintana, Finance Manager

Employee Organizations: Teamsters Local Union #542

B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – G.C § 54956.9

Number of Cases: Claim#2109734
Claim#23007035
Claim#4A2210BMYH50001

CITY COUNCIL CONVENES TO REGULAR MEETING

7:00 P.M. REGULAR MEETING

CALL TO ORDER: Mayor Burnworth Called the Meeting to Order at 7:05 p.m.

ROLL CALL: Council Members Obeso-Martinez, Tucker, Mayor Pro Tem Amparano, Mayor Burnworth.

Absent: Council Member Mendoza

PLEDGE OF ALLEGIANCE: The pledge was led by Dennis Morita.

ADJUSTMENTS TO THE AGENDA: The City Council will discuss the order of the agenda, may amend the order, add urgency items, note abstentions or “no” votes on consent calendar items and request consent calendar items be removed from the consent calendar for discussion. The City Council may also remove items from the consent calendar prior to that portion of the agenda. For purposes of the official city record, the City Council may take care of these issues by entertaining a formal motion.

City Manager, Dennis Morita stated that there were no adjustments.

CITY ATTORNEY REPORT ON CLOSED SESSION ACTIONS:

City Attorney, Katherine Turner reported that the City Council had three Items of Existing Litigation and that Direction was provided to the City Council. The City Council also discussed an item related to Labor Negotiations with Direction given to Labor Negotiators.

PUBLIC COMMENT: There is a time limit of three (3) minutes for anyone wishing to address the City Council on these matters.

Matters not appearing on the agenda: If you wish to address the City Council concerning any item within the City Council’s jurisdiction, please raise your hand and be acknowledged by the Mayor. At that time, state your name and address for the record. The Mayor reserves the right to place a time limit of three (3) minutes on each person’s presentation. It is requested that longer presentations be submitted to the City Clerk’s Office in writing 48 hours before the meeting.

David Graham, 609 North C Street, Imperial, CA, addressed the City Council and Police Department about the construction project going on behind his home. Mr. Graham stated that the construction work is starting at five o’clock in the morning and that is too early. Mr. Graham stated that he has reached out to the City and Police Department to file a noise complaint and wants to know what can be done. City Attorney, Katherine Turner commented that she would like to get back to him because the enforcement depends on whether the project is under a conditional use permit or city ordinance.

A. SPECIAL PRESENTATIONS:

A-1. Recognition of the Imperial High School Girls Varsity Softball Team.

Mayor Burnworth Presented the Imperial High School Girls Softball Team with a Certificate of Recognition.

A-2. Trunk or Treat Event Featuring Drifters Car Club.

Nancy Amparano, Parks & Recreation Specialist presented a slideshow about their upcoming Truck or Treat Event featuring drifter's car club. Two members of the Drifters Car Club were present to give a brief story about their club.

A-3. IV 9/11 Stair Climb.

Carlos Pitons a Board Member of the IV 9/11 Stair Climb presented a video about their annual event held in the City of Imperial.

A-4. Update on Northpoint Development Project (Imperial Hotel).

Victor Nava, Director of Strategy Development presented three different photos showing the progress of the Imperial Hotel.

B. CONSENT AGENDA:

All items appearing under "Consent Agenda" will be acted upon by the City Council with 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.

B-1. Approval of Claims and Warrants Report.

B-2. Approval of City Council Minutes of Regular City Council Meetings of June 21, 2023 and June 26, 2023.

B-3. Waive Further Reading and Adopt Ordinance No. 827, An Ordinance of the City Council of the City of Imperial, California, Amending the Codified Ordinances of the City of Imperial Adjusting Imperial City Council Compensation to \$720.00 Per Month. (SECOND READING AND ADOPTION).

B-4. Continuation of Emergency Action as Declared by Resolution No. 2023-21 for Repairs to Aten Road & Highway 86 Intersection.

Council Member Obeso-Martinez Moved to Approve Consent Agenda. Motion Seconded by Council Member Tucker.

AYES: Obeso-Martinez, Tucker, Amparano and Mayor Burnworth

NOES: NONE

ABSTAIN: NONE

ABSENT: Mendoza

MOTION CARRIES: 4-0-1

C. PUBLIC HEARING ITEMS (DISCUSSION/ACTION- APPROVE-DISAPPROVE):

C-1. Public Hearing Approving the Engineer's Report and Ordering the Levy and Collection of Annual Assessments for the Fiscal Year 2023-2024 for the Imperial Lighting Maintenance District No. 1. (Paseo Del Sol & Wildflower Subdivisions).

Staff Report: John Herrera, Interim Finance Director

1. Open public hearing at 7:41 p.m.
2. Staff report
3. Public comment
4. Close public hearing at 7:42 p.m.
5. Council discussion
6. Recommended action(s)

Recommended Action (1): Adopt Resolution No. 2023-45, A Resolution of the City Council of the City of Imperial, California, Amending and/or Approving the Engineer's Report for the Imperial Lighting Maintenance District No. 1, for Fiscal Year 2023-2024 (Paseo Del Sol & Wildflower Subdivisions).

Interim Finance Director, John Herrera presented the staff report and answered questions from the Council.

Council Member Obeso-Martinez Moved to Approve Resolution No. 2023-45, Engineer's Report for the Imperial Lighting Maintenance District No. 1. Motion Seconded by Council Member Tucker.

AYES: Obeso-Martinez, Tucker, Amparano and Mayor Burnworth
NOES: NONE
ABSTAIN: NONE
ABSENT: Mendoza

MOTION CARRIES: 4-0-1

Recommended Action (2): Adopt Resolution No. 2023-46, A Resolution of the City Council of the City of Imperial, California, Ordering the Levy and Collection of Annual Assessments Related to the Imperial Lighting Maintenance District No. 1, for Fiscal Year 2023-2024. (Paseo Del Sol & Wildflower Subdivisions).

Council Member Obeso-Martinez Moved to Approve Resolution No. 2023-46, Ordering the Levy and Collection of Annual Assessments Related to the Imperial Lighting Maintenance District No. 1. Motion Seconded by Council Member Tucker.

AYES: Obeso-Martinez, Tucker, Amparano and Mayor Burnworth
NOES: NONE
ABSTAIN: NONE
ABSENT: Mendoza

MOTION CARRIES: 4-0-1

- C-2.** Public Hearing Approving the Engineer's Report and Ordering the Levy and Collection of Annual Assessments for the Fiscal Year 2023-2024 for the Imperial Landscape Maintenance District No. 1. (Paseo Del Sol & Wildflower Subdivisions).

Staff Report: John Herrera, Interim Finance Director

1. Open public hearing at 7:43 p.m.
2. Staff report
3. Public comment
4. Close public hearing at 7:44 p.m.
5. Council discussion
6. Recommended action(s)

Recommended Action (1): Adopt Resolution No. 2023-47, A Resolution of the City Council of the City of Imperial, California, Amending and/or Approving the Engineer's Report for the Imperial Landscape Maintenance District No. 1, for Fiscal Year 2023-2024. (Paseo del Sol & Wildflower Subdivisions).

Interim Finance Director, John Herrera presented the staff report and answered questions from the Council.

Council Member Obeso-Martinez Moved to Approve Resolution No. 2023-47, Engineer's Report for the Imperial Lighting Maintenance District No. 1. Motion Seconded by Council Member Tucker.

AYES: Obeso-Martinez, Tucker, Amparano and Mayor Burnworth
NOES: NONE
ABSTAIN: NONE
ABSENT: Mendoza

MOTION CARRIES: 4-0-1

Recommended Action (2): Adopt Resolution No. 2023-48, A Resolution of the City Council of the City of Imperial, California, Ordering the Levy and Collection of Annual Assessments Related to the Imperial Landscape Maintenance District No. 1, for Fiscal Year 2023-2024. (Paseo del Sol & Wildflower Subdivisions).

Council Member Obeso-Martinez Moved to Approve Resolution No. 2023-48, Ordering the Levy and Collection of Annual Assessments Related to the Imperial Lighting Maintenance District No. 1. Motion Seconded by Council Member Tucker.

AYES: Obeso-Martinez, Tucker, Amparano and Mayor Burnworth
NOES: NONE
ABSTAIN: NONE
ABSENT: Mendoza

MOTION CARRIES: 4-0-1

- C-3.** Public Hearing Approving the Engineer's Report and Ordering the Levy and Collection of Annual Assessments for the Fiscal Year 2023-2024 for the Imperial Landscape Maintenance District No. 2, Zone 2005-03 for Fiscal Year 2023-2024. (Sky Ranch).

Staff Report: John Herrera, Interim Finance Director

1. Open public hearing at 7:46 p.m.
2. Staff report
3. Public comment
4. Close public hearing at 7:47 p.m.
5. Council discussion
6. Recommended action

Recommended Action (1): Adopt Resolution No. 2023-49, A Resolution of the City Council of the City of Imperial, California, Amending and or Approving the Engineer's Report for the Imperial Landscape Maintenance District No. 2, for Fiscal Years 2023-2024. (Sky Ranch).

Interim Finance Director, John Herrera presented the staff report and answered questions from the Council.

Council Member Obeso-Martinez Moved to Approve Resolution No. 2023-49, Engineer's Report for the Imperial Lighting Maintenance District No. 1. Motion Seconded by Council Member Tucker.

AYES: Obeso-Martinez, Tucker, Amparano and Mayor Burnworth
NOES: NONE
ABSTAIN: NONE
ABSENT: Mendoza

MOTION CARRIES: 4-0-1

Recommended Action (2): Adopt Resolution No. 2023-50, A Resolution of the City Council of the City of Imperial, California, Ordering the Levy and Collection of Annual Assessments Related to Imperial Landscape Maintenance District No. 2, Zone 2005-03, for Fiscal Year 2023-2024. (Sky Ranch).

Council Member Obeso-Martinez Moved to Approve Resolution No. 2023-50, Ordering the Levy and Collection of Annual Assessments Related to the Imperial Lighting Maintenance District No. 1. Motion Seconded by Council Member Tucker.

AYES: Obeso-Martinez, Tucker, Amparano and Mayor Burnworth
NOES: NONE
ABSTAIN: NONE
ABSENT: Mendoza

MOTION CARRIES: 4-0-1

D. ACTION ITEMS (DISCUSSION/ACTION- APPROVE-DISAPPROVE):

D-1. Award On-Call Planning Services to HWL, Gafcon and LC Engineering.

Staff Report: Othon Mora, Community Development Director

Recommended Action: Staff recommends to Award On-Call plan review and inspection services to HWL, Gafcon and LC Engineering.

Community Development Director, Othon Mora presented the staff report and answered questions from Council.

Council Member Obeso-Martinez Moved to Approve the On-Call plan review and inspection services to HWL, Gafcon and LC Engineering. Motion Seconded by Council Member Tucker.

AYES: Obeso-Martinez, Tucker, Amparano

NOES: NONE

ABSTAIN: Mayor Burnworth

ABSENT: Mendoza

MOTION CARRIES: 3-1-1

D-2. Victoria Ranch Subdivision – Unit No. 3B (2) Sewer Lift Station Acceptance.

Staff Report: Othon Mora, Community Development Director

Recommended Action (1): Accept the Sewer Lift Station Facility from Victoria Ranch Subdivision Unit No. 3(B)2.

Community Development Director, Othon Mora presented the staff report and answered questions from Council.

Council Member Tucker Moved to Approve the Sewer Lift Station Facility from Victoria Ranch Subdivision Unit No. 3(B)2. Motion Seconded by Mayor Pro Tem Amparano.

AYES: Obeso-Martinez, Tucker, Amparano and Mayor Burnworth

NOES: NONE

ABSTAIN: NONE

ABSENT: Mendoza

MOTION CARRIES: 4-0-1

Recommended Action (2): Authorize Recordation of Grant Deed for Sewer Lift Station from Imperial Ranch Partners, LLC.

Council Member Tucker Moved to Approve Recordation of Grant Deed for Sewer Lift Station from Imperial Ranch Partners, LLC. Motion Seconded by Mayor Pro Tem Amparano.

AYES: Obeso-Martinez, Tucker, Amparano and Mayor Burnworth

NOES: NONE

ABSTAIN: NONE

ABSENT: Mendoza

MOTION CARRIES: 4-0-1

D-3. Purchase of Portable Office Container.

Staff Report: Police Chief Michael Crankshaw

Recommended Action: Authorize Purchase and Accept Project Proposal for the Imperial Police Department.

Interim Police Chief, Michael Crankshaw presented the staff report and answered questions from Council.

Mayor Pro Tem Amparano Moved to Approve the Purchase and Acceptance of Project Proposal for the Imperial Police Department. Motion Seconded by Council Member Tucker.

AYES: Obeso-Martinez, Tucker, Amparano and Mayor Burnworth

NOES: NONE

ABSTAIN: NONE

ABSENT: Mendoza

MOTION CARRIES: 4-0-1

D-4. Cease Emergency Repairs for City Wastewater Lines in Alleyway.

Staff Report: Jackie Loper, Public Services Director

Recommended Action: Approve Cease of Emergency.

Public Services Director, Jackie Loper presented the staff report and answered questions form Council.

Council Member Tucker Moved to Approve the Cease of Emergency. Motion Seconded by Council Member Obeso-Martinez.

AYES: Obeso-Martinez, Tucker, Amparano and Mayor Burnworth

NOES: NONE

ABSTAIN: NONE

ABSENT: Mendoza

MOTION CARRIES: 4-0-1

E. REPORTS:

E-1. Department Reports:

Interim Police Chief, Michael Crankshaw reported on a fire on La Brucherie Road. He stated that they have one subject in custody and subject was booked into the Imperial County Jail. Chief Crankshaw also commented on the Youth Police Cadet program they are trying to develop.

Kristen Smith, from human resources commented on nine positions the City currently has open. If anyone from the public is interested, they need to visit the City of Imperial's website.

E-2. City Manager Report:

City Manager, Dennis Morita will keep the Council updated about new faces they might see around the city.

E-3. Mayor and Councilmember Reports:

Mayor Pro Tem Amparano stated that he had attended the movie night at the pool and commented that the turnout was great. He thanked staff for all their hard work.

Council Member Obeso-Martinez commented that Imperial Valley Reginal Chamber will be having their Legislative Day Event on July 20, 2023 from 4:00 p.m. to 7:00 p.m. at the old Post Office Pavilion in El Centro.

ADJOURNMENT:

Seeing no further business before the Council, Mayor Burnworth Adjourned the Meeting to the next Regular Scheduled City Council Meeting to be held on Wednesday, August 2, 2023, at 7:00 p.m.

Mayor Burnworth Adjourned the Regular Meeting of the City Council at **8:05 p.m.**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Imperial, California, this _____ day of August, 2023.

KRISTINA M. SHIELDS
City Clerk
City of Imperial



Imperial City Council

*Katherine Burnworth- Mayor
Robert Amparano-Mayor Pro Tem
Ida Obeso-Martinez-Council Member
Stacy Mendoza- Council Member
James Tucker-Council Member*

AGENDA Minutes

Regular Meeting of the Imperial City Council

City Council Chambers
220 West 9th Street
Imperial, CA 92251-1637

August 2, 2023

Closed Session at 06:00 pm

Open Session at 07:00 pm

6:00 P.M. CLOSED SESSION

CALL TO ORDER:

PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY: The City Council welcomes public input. Members of the public may address the City Council on Closed Session items by contacting the City Clerk's Office at 760-355-3334. Pursuant to State Law, the City Council may not discuss or take action on issues not on the meeting agenda (Government Code Section 54954.2). If you are compensated to communicate with City officials, you may be required to register and/or make certain disclosures as a lobbyist. Please see the City Clerk for additional information. There is a time limit of three (3) minutes for anyone wishing to address the City Council on these matters.

CONFERENCE WITH LEGAL COUNSEL: The City Council finds, based on advice from the City Attorney, that discussion in open session of the following described matter(s) will prejudice the position of the City in existing and anticipated litigation.

A. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION – G.C § 54956.9 (d)(4)

Number of Cases: (1)

B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – G.C § 54956.9 (d)(2)

Number of Cases: (2)

C. CONFERENCE WITH LABOR NEGOTIATIONS – G.C § 54957.6

Agency Designated Representatives: Dennis Morita, City Manager, Kristen Smith, Human Resources Manager, Diana Quintana, and Finance Manager

Employee Organizations:

Teamsters Local Union #542

CITY COUNCIL CONVENES TO REGULAR MEETING

7:00 P.M. REGULAR MEETING

CALL TO ORDER: Mayor Burnworth Called the Meeting to Order at 7:23 p.m.

ROLL CALL: Council Members Mendoza, Obeso-Martinez, Tucker, Mayor Burnworth

Absent: Mayor Pro Tem Amparano

PLEDGE OF ALLEGIANCE: The pledge was led by Kristina Shields.

ADJUSTMENTS TO THE AGENDA: The City Council will discuss the order of the agenda, may amend the order, add urgency items, note abstentions or “no” votes on consent calendar items and request consent calendar items be removed from the consent calendar for discussion. The City Council may also remove items from the consent calendar prior to that portion of the agenda. For purposes of the official city record, the City Council may take care of these issues by entertaining a formal motion.

City Manager, Dennis Morita stated that there were no adjustments.

CITY ATTORNEY REPORT ON CLOSED SESSION ACTIONS:

City Attorney, Katherine Turner reported that the City Council discussed one item Initiation of Litigation listed as item A. The City Council discussed two Anticipated litigation matters and on item one direction was given with no final action; and on the second item, the Council authorization a settlement agreement with no compensation being exchanged. The City Council also discussed an item related to labor negotiations with direction given.

PUBLIC COMMENT: There is a time limit of three (3) minutes for anyone wishing to address the City Council on these matters.

Matters not appearing on the agenda: If you wish to address the City Council concerning any item within the City Council’s jurisdiction, please raise your hand and be acknowledged by the Mayor. At that time, state your name and address for the record. The Mayor reserves the right to place a time limit of three (3) minutes on each person’s presentation. It is requested that longer presentations be submitted to the City Clerk’s Office in writing 48 hours before the meeting.

Elizabeth Luevano, Literacy Coordinator for the Imperial Library talked about the Teen Maker Intern program and introduced the students that had just completed the program.

A. SPECIAL PRESENTATIONS:

- A-1.** Introduction of Imperial Signature Event Series. Presentation by Anthony Lopez, Parks & Recreation Director.

Tony Lopez, Parks & Recreation Director Presented a slideshow about Imperial Signature Event Series.

- A-2.** Imperial Valley Regional Chamber of Commerce Legislative Advocacy.

Shair Kally form the Imperial Valley Regional Chamber Presented a slideshow and talked about Chamber of Commerce Events.

B. CONSENT AGENDA:

All items appearing under “Consent Agenda” will be acted upon by the City Council with 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.

- B-1** Approval of Claims and Warrants Report.
- B-2.** Approval of City Council Meeting Minutes of July 5, 2023.
- B-3.** Continue Emergency Action as Declared by Resolution No. 2023-21 for Repairs to Aten Road & Highway 86 Intersection.
- B-4.** Purchase of Budgeted Sewer Camera for Vactor Track.
- B-5.** Approve Koff & Associates Proposal and Authorize City Manager to Enter into Contract to Perform Classification and Compensation Study.

Council Member Mendoza Moved to Approve Consent Agenda. Motion Seconded by Council Member Obeso-Martinez.

AYES: Mendoza, Obeso-Martinez, Tucker, and Mayor Burnworth
NOES: NONE
ABSTAIN: NONE
ABSENT: Mayor Pro Tem Amparano

MOTION CARRIES: 4-0-1

C. ACTION ITEMS (DISCUSSION/ACTION- APPROVE-DISAPPROVE):

- C-1.** Discuss, Approve/Disapprove the Purchase of Budgeted Equipment: Mastic Machine.

Staff Report: Jackie Loper, Public Services Director

Recommended Action: Staff Recommends Approval of Lowest Quote

Public Services Director, Jackie Loper presented the staff report and answered questions from Council.

Council Member Mendoza Moved to Approve the Purchase of Budgeted Equipment: Mastic Machine. Motion Seconded by Council Member Tucker.

AYES: Mendoza, Obeso-Martinez, Tucker, and Mayor Burnworth
NOES: NONE

ABSTAIN: NONE
ABSENT: Mayor Pro Tem Amparano

MOTION CARRIES: 4-0-1

C-2. Discuss, Approve/Disapprove the Purchase of Budgeted Equipment: CrackPro Machine.

Staff Report: Jackie Loper, Public Services Director

Recommended Action: Staff Recommends Approval of Lowest Quote

Public Services Director, Jackie Loper presented the staff report and answered questions from Council.

Council Member Tucker Moved to Approve the Purchase of Budgeted Equipment: CrackPro Machine.
Motion Seconded by Council Member Obeso-Martinez.

AYES: Mendoza, Obeso-Martinez, Tucker, and Mayor Burnworth
NOES: NONE
ABSTAIN: NONE
ABSENT: Mayor Pro Tem Amparano

MOTION CARRIES: 4-0-1

C-3. Approval of Resolution No. 2023-51, Declaring an Emergency of Manhole in Area of 13th Street & C Street and Authorizing the City Manager to Take Such Action as May be Necessary in Response Thereto.

Staff Report: Jackie Loper, Public Services Director

Recommended Action: Staff Recommends that the Council Declares Emergency and Ratifies Action Already Taken and Approve Resolution.

Public Services Director, Jackie Loper presented the staff report and answered questions from Council.

Council Member Tucker Moved to Approve Resolution No. 2023-51, Declaring an Emergency of Manhole in Area of 13th Street & C Street and Authorizing the City Manager to take Such Action as May be Necessary in Response Thereto. **Motion Seconded by Council Member Obeso-Martinez.**

AYES: Mendoza, Obeso-Martinez, Tucker, and Mayor Burnworth
NOES: NONE
ABSTAIN: NONE
ABSENT: Mayor Pro Tem Amparano

MOTION CARRIES: 4-0-1

- C-4.** Approval to Amend the Salary Range for Police Officer from Salary Range 79 to Salary Range 76.

Staff Report: Kristen Smith, Human Resources Manager

Recommended Action (1): Staff Recommends Approval of Amendment of Classification and Compensation Schedule and IPOA MOU Exhibit A to Correct the Salary Range for Police Officers to Range 76, and;

Recommended Action (2): To Approve and Adopt the Police Chief's Administrative Secretary Job Description and Reclassify One Full-Time Allocation of Administrative Assistant to Police Chief's Administrative Assistant.

Human Resources Manager, Kristen Smith presented the staff report and answered questions from Council.

Council Member Obeso-Martinez Moved to Approve Recommended Actions 1 & 2. Motion Seconded by Council Member Tucker.

AYES: Mendoza, Obeso-Martinez, Tucker, and Mayor Burnworth

NOES: NONE

ABSTAIN: NONE

ABSENT: Mayor Pro Tem Amparano

MOTION CARRIES: 4-0-1

- C-5.** Approval of the Assistant to the City Manager Job Description and Authorization to Reclassify the Full-Time Allocation of Assistant City Manager, Salary Range 102 to the Assistant to the City Manager, Salary Range 98.

Staff Report: Kristen Smith, Human Resources Manager

Recommended Action (1): Staff Recommends to Approve and Adopt the Assistant to the City Manager Job Description and;

Recommended Action (2): To Reclassify the Full-Time Allocation of Assistant City Manager to Assistant to the City Manager.

Human Resources Manager, Kristen Smith presented the staff report and answered questions from Council.

Council Member Obeso-Martinez Moved to Approve Recommended Actions 1 & 2. Motion Seconded by Council Member Tucker.

AYES: Mendoza, Obeso-Martinez, Tucker, and Mayor Burnworth

NOES: NONE

ABSTAIN: NONE

ABSENT: Mayor Pro Tem Amparano

MOTION CARRIES: 4-0-1

C-6. Approval and Acceptance of Detention Basin (Lot “D”). Mayfield Subdivision Unit 3C

Staff Report: Othon Mora, Community Development Director

Recommended Action: Staff Recommends Approval and Acceptance of Detention Basin.

Community Development Director, Othon Mora presented the staff report and answered questions from Council.

Council Member Obeso-Martinez Moved to Approve both Recommendations as presented. **Motion Seconded by Council Member Tucker.**

AYES: Mendoza, Obeso-Martinez, Tucker, and Mayor Burnworth

NOES: NONE

ABSTAIN: NONE

ABSENT: Mayor Pro Tem Amparano

MOTION CARRIES: 4-0-1

D. REPORTS:

D-1. Department Reports:

Police Sergeant, Max Sheffield thanked the Public Services Department for their hard work installing security gates around the Police Department.

Tony Lopez, Parks & Recreation reported that next Friday from 6:00 p.m. to 9:00 p.m. they will have their end of the year summer bash at the Imperial Pool.

D-2. City Manager Report: None

D-3. Mayor and Councilmember Reports:

Council Member Obeso-Martinez stated she had attended the legislative day put on by Imperial Valley Regional Chamber. She stated they had a lot of great information about grant opportunities and what other cities are doing.

Council Member Mendoza thanked staff for their hard work cleaning up the city after the storm.

ADJOURNMENT:

Seeing no further business before the Council, Mayor Burnworth Adjourned the Meeting to the next Regular Scheduled City Council Meeting to be held on Wednesday, August 16, 2023, at 7:00 p.m.

Mayor Burnworth Adjourned the Regular Meeting of the City Council at **8:22 p.m.**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Imperial, California, this _____ day of August, 2023.

KRISTINA M. SHIELDS
City Clerk
City of Imperial

DATE SUBMITTED 08/09/23
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 08/16/23

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT:	DISCUSSION/ACTION:
Continue	
Emergency at	1. Discuss, Approve/Disapprove continuation of Emergency at Aten Rd & HWY 86 Intersection
Aten Rd & HWY	
86 Intersection	

DEPARTMENT INVOLVED: Public Services

BACKGROUND/SUMMARY:

On June 1st, 2023 around 6:40 A.M., a Signal Pole on the Northwest corner of Aten Rd & Hwy 86 was knocked down by a Commercial Truck. The pole and supporting equipment were damaged beyond repair causing the intersection to be placed on red-flash, causing traffic back up and potential safety hazards to life & property. City manager has authorized purchase of a mobile signal that is hoped to provide temporary service by the end of the week.

The City is working diligently to repair and restore control of intersection.

FISCAL IMPACT: \$32K to date.

Expected shipment date & new equipment is 4-6 months

FINANCE
INITIALS

DP

STAFF RECOMMENDATION: Approve Continuance

DEPT. INITIALS

JS

MANAGER'S RECOMMENDATION: Approve

CITY
MANAGER'S
INITIALS

ADM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

MOTION: SECONDED: AYES: NAYES: ABSENT: APPROVED () DISAPPROVED () DEFERRED () REFERRED TO:	
MANAGER'S RECOMMENDATION: Approve CITY MANAGER'S INITIALS: 	
STAFF RECOMMENDATION: Approve DEPT. INITIALS: 	
FISCAL IMPACT: \$32K to date. FINANCE INITIALS: 	Expected shipment date & new equipment is 4-6 months
BACKGROUND/SUMMARY: On June 1 st , 2023 around 6:40 A.M., a Signal Pole on the Northwest corner of Alen Rd & Hwy 86 was knocked down by a Commercial Truck. The pole and supporting equipment were damaged beyond repair causing the intersection to be placed on red-flash, causing traffic back up and potential safety hazards to life & property. City manager has authorized purchase of a mobile signal that is hoped to provide temporary service by the end of the week. The City is working diligently to repair and restore control of intersection.	
DEPARTMENT INVOLVED: Public Services SUBJECT: Declare Emergency at Alen Rd & HWY 86 Intersection DISCUSSION/ACTION: 1. Discuss, Approve/Disapprove declaration of Emergency at Alen Rd & HWY 86 Intersection	

IMPERIAL CITY COUNCIL AGENDA ITEM

DATE SUBMITTED	June 9, 2023	COUNCIL ACTION	☒
SUBMITTED BY	Public Services	PUBLIC HEARING REQUIRED	☐
DATE ACTION REQUIRED	June 12, 2023	RESOLUTION	☐
		ORDINANCE 1 ST READING	☐
		ORDINANCE 2 ND READING	☐
		CITY CLERK'S INITIALS	☐

Agenda Item No. E-1

RESOLUTION NO. 2023-

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

WHEREAS, the City operates and maintains a Traffic Signal Control System and associated lighting and traffic control operations and various intersections ("System"); and

WHEREAS, the System and associated lighting, provide safe and effective traffic flow;
and

WHEREAS, the System includes poles, concrete bases and foundations, signal lighting, pedestrian crossing features, wiring and conduit, pull/junction boxes, controller cabinet housing electronics and power backups ("Infrastructures"); and

WHEREAS, the Signal and supporting infrastructures located at the NW corner of Aten Rd and HWY 86 ("Signal") was struck by a Commercial Truck and was severely damaged beyond repair; and

WHEREAS, in order to safeguard vehicle traffic, pedestrians and to protect the public, life and property, it is necessary to take immediate action to repair the Signal and Infrastructures;
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 repair the Signal Pole in the Traffic Signal Control System, ratify action 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 repair to the Signal in the Traffic System 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; including but not limited to purchase of a mobile signal, to address the Signal in the Traffic System and potential public and traffic hazard 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 12th day of June.

Katherine Burnworth, Mayor

ATTEST:

City Clerk

DATE SUBMITTED 08/09/2023
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 08/16/2023

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

Engineering
 Services – Aten
 Tank Repair &
 Design

1. Discuss, approve/disapprove: Acceptance of Engineering Services Proposal for Aten Tank Coating Repairs and Ventilation/Mixing System Design & Bid Support

DEPARTMENT INVOLVED: Public Services - WTP

BACKGROUND/SUMMARY:

The City of Imperial has the Potable Water System Reservoirs inspected every 5 Years, as required by the State Water Code. Harper & Associates completed the last inspection reports for all City Tanks in 2020. As recommended by the Report's findings, the Shop Reservoir was maintenance and repaired in Fiscal Y22/23.

Public Services has reviewed the recommendations and finding for the Aten Reservoir from the 2020 report, with Webb & Associates, that have provided a Scope of Services and Quote for the needed Engineering Services.

Webb & Associates have an extensive background and knowledge of the City's Potable Water System. They worked with Victoria Homes on the design and construction of the Aten System, built by the Contractor, before the City took over the System and Operations.

Public Services recommends to accept Webb & Associates Proposal for Aten Reservoir Repairs and Ventilation/Mixing System Design & Bid Support.

FISCAL IMPACT:

\$74,791.00 – Webb & Associates

FINANCE
 INITIALS

DP

STAFF RECOMMENDATION: Accept & Approve

DEPT. INITIALS

8

MANAGER'S RECOMMENDATION:

approve

CITY
 MANAGER'S
 INITIALS

SHM

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

APPROVED ()
 DISAPPROVED ()

REJECTED ()
 DEFERRED ()

REFERRED TO:



016045

Corporate Headquarters
3788 McCray Street
Riverside, CA 92506
951.686.1070

Palm Desert Office
74967 Sheryl Avenue
Palm Desert, CA 92260
951.686.1070

Murrieta Office
41870 Kalmia Street #160
Murrieta, CA 92562
T: 951.686.1070

July 27, 2023

Jackie Loper
CITY OF IMPERIAL
420 S. Imperial Avenue
Imperial, CA 92251

**RE: Proposal for Engineering Services for the Aten Tank Coating
Repair and Ventilation/Mixing System Design and Bid Support**

Dear Mr. Loper:

Albert A. WEBB Associates (WEBB) is pleased to provide you with this proposal for Engineering Services related to the Aten Tank Coating Repair and Ventilation/Mixing System Design and Bid Support project. This proposal is for preparing specifications and contract documents suitable for bidding for the coating work recommended by Harper & Associates Engineering, Inc., dated October 2020. The anticipated scope is as follows:

- Spot Repair of the Interior Coating
- Design for installation of a self-closing gate, fall prevention devices on the interior ladder, and replacement of the center vent screening.
- Design for Installation of a Tank Ventilation/Mixing System

WEBB will prepare contract documents associated with this work. CSI will prepare the coating specifications associated with the interior coating work, Tang Structural Engineers will assist on the structural aspects of the project and Design West will take care of the electrical for the Ventilation/Mixing System. The manufacturer of the ventilation/mixing system has not been determined at this time, blowers and electrical upgrades may be necessary depending on the system selected. Those cost have been anticipated in this proposal.

Our proposed scope of work will include:

- Kick off meeting and Site Visit
- Preparation of Coating Specifications
- Preparation of details and specifications for the various retrofit items
- Preparation of plans and technical specifications for a Cathodic Protection System by RF Yeager (Optional Item)
- Preparation of the plans and specs for the tank ventilation/mixing system
- Bid Support
- Project Management



www.webbassociates.com

Mr. Loper
July 27, 2023
Page 2 of 2

The total amount requested for these services is **\$74,791**, not to be exceeded without prior authorization. A breakdown of the costs is attached.

Exclusions

Construction Support, Management and Inspections

We thank you for the opportunity to continue working with the City of Imperial. Should you have any questions, please contact me at (951) 686-1070.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Shane Bloomfield
Senior Engineer



Bruce Davis
Senior Vice President

Attachment



Preparation of Contract Documents for Aten Tank Coating Repair
and Ventilation/Mixing System
City of Imperial

Item	Description	Bruce Davis Principal II	Shane Bloomfield Principal II	Tyler Vigneault Assistant V	Timothy Heng Assistant V	Lexi Hinkley Project Coordinator	Total Hours	Subtotal - Labor	Sub-consultant budget	Expenses	Total/task ¹
	Billout Rate	\$ 293	\$ 293	\$ 173	\$ 173	\$ 115					
Task 1 - Contract Documents		6	24	42	84	10	166	\$ 31,738	\$ 27,025	\$ -	\$ 58,763
1.1 Retrofit Detail Design		2	4	12	24		42	\$ 7,986	\$ 7,475	\$ -	\$ 15,461
1.2 Coating Specifications			4	6		2	12	\$ 2,440	\$ 1,725	\$ -	\$ 4,165
1.3 Contract Documents		4	16	24	60	8	112	\$ 21,312	\$ 17,825	\$ -	\$ 39,137
Task 2 - Bid Support			6	4		5	15	\$ 3,025	\$ -	\$ 50	\$ 3,075
2.1 Pre-Bid Meeting			4			1	5	\$ 1,287	\$ -	\$ 50	\$ 1,337
2.2 Responses to RFI's			2	4		4	10	\$ 1,738	\$ -		\$ 1,738
Task 3 - Project Management		3	15	8		8	34	\$ 7,578	\$ 5,175	\$ 200	\$ 12,953
3.1 Kick Off Meeting - Virtual		1	1			1	3	\$ 701	\$ -	\$ -	\$ 701
3.2 Site Visit			8	8		1	17	\$ 3,843	\$ 5,175	\$ 200	\$ 9,218
3.3 Project Management		2	6			6	14	\$ 3,034	\$ -	\$ -	\$ 3,034
Total		9	45	54	84	23	215	\$ 42,341	\$ 32,200	\$ 250	\$ 74,791

1. Rounded to the nearest \$1.

DATE SUBMITTED 08/09/2023
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 08/16/2023

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: Continue Emergency of Manhole in Area 13 th St & C St	DISCUSSION/ACTION: 1. Discuss, approve/disapprove: Continue Emergency of Manhole in Area 13 th St & C St
DEPARTMENT INVOLVED: Public Services - Wastewater	
BACKGROUND/SUMMARY: On Tuesday, June 25, 2023, it was discovered that there was a manhole partially collapsed. If this manhole was to completely collapse the conveyance of wastewater to the plant or nearest pump would cease thereby causing health and safety issues to the community. An emergency was declared by the City Manager that same day. Repairs to the damage are currently underway. City Council acted on August 02, 2023 to approve Resolution No. 2023-51. A & R Construction was called in to start the emergency repairs. All work is being conducted by A & R Construction and City Staff. At this time, there is no estimate of time or costs. An update will be provided to Council as information becomes available.	
FISCAL IMPACT: Unknown	FINANCE INITIALS <u>DP</u>
STAFF RECOMMENDATION: Continue Emergency	DEPT. INITIALS <u>B</u>
MANAGER'S RECOMMENDATION: <i>approve stop recommendation</i>	CITY MANAGER's INITIALS <u>JHM</u>
MOTION: SECONDED: AYES: NAYES: ABSENT: APPROVED () DISAPPROVED () REFERRED TO: REJECTED () DEFERRED ()	

RESOLUTION NO. 2023-51

**A 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 City operates and maintains a wastewater treatment plant ("WWTP") and associated collection system; and

WHEREAS, wastewater generated in the City is delivered to the WWTP by way of an underground collection system ("Collection System"); and

WHEREAS, the Collection System includes manholes, including one located in the vicinity of 13th St. & C St. ("Manhole"); and

WHEREAS, the Manhole has partially collapsed. If Manhole collapses entirely this could cause failure in the Collection System at the aforesaid location that would impact the proper conveyance of wastewater for a substantial segment of the community resulting in potential backups and other associated issues; and

WHEREAS, such backup would potentially expose persons and property to injury and damage; 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, in order to safeguard the public health and safety and to protect property, it is necessary to take immediate action to repair the Collection System and Manhole; and

WHEREAS, the City Council wishes to delegate authority to the City Manager to take such action as may be necessary to repair the Manhole and Collection System, ratify action already taken and otherwise address the emergency as described herein.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IMPERIAL DOES
RESOLVE, DETERMINE, AND ORDERS AS FOLLOWS:**

SECTION 1. The preceding recitals are true and correct.

SECTION 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 repair to the Manhole and Collection System in accordance with Public Contracts Code Sections 20168 and 22050 and without otherwise complying with bid requirements required by law.

SECTION 3. The City Council authorizes action set forth herein and further ratifies action authorized by the City Manager taken to date to address the failure of the Collection System and potential collapse of the Manhole 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.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial on the 2nd day of August, 2023.



KATHERINE BURNWORTH,
Mayor

ATTEST:



KRISTINA M. SHIELDS,
City Clerk

CERTIFICATION

I, Kristina M. Shields, City Clerk of the City of Imperial, California, hereby certify that the foregoing resolution was duly adopted at a meeting of the City Council of said City at its meeting held on the 2nd of August, 2023, by the following vote, to wit:

AYES: Mendoza, Obeso-Martinez, Tucker & Mayor Burnworth

NOES:

ABSENT: Amparano

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Imperial, California, this 2nd day of August, 2023.



KRISTINA M. SHIELDS,
City Clerk

Agenda Item No. B-6

DATE SUBMITTED 08/09/23
 SUBMITTED BY Kristen Smith
 DATE ACTION REQUIRED 08/16/23

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: 1. Authorization to reject claim CW File Number 3049468 LSV as recommended by Carl Warren & Company.													
DEPARTMENT INVOLVED: Human Resources													
BACKGROUND/SUMMARY: Recommendation from Carl Warren & Company to reject the claim CW File Number 3049468 LSV submitted by J.H. (minor) received August 3, 2023.													
FISCAL IMPACT: NOT TO EXCEED There is no fiscal impact associated with this action.	FINANCE INITIALS <u>DP</u>												
STAFF RECOMMENDATION: Staff recommends approval of authorization for claim rejection.	DEPT. INITIALS <u>KWS</u>												
MANAGER'S RECOMMENDATION: Approve staff recommendation.	CITY MANAGER'S INITIALS <u>DHM</u>												
MOTION:													
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">SECONDED:</td> <td style="width: 33%;">APPROVED ()</td> <td style="width: 33%;">REJECTED ()</td> </tr> <tr> <td>AYES:</td> <td>DISAPPROVED ()</td> <td>DEFERRED ()</td> </tr> <tr> <td>NAYES:</td> <td></td> <td></td> </tr> <tr> <td>ABSENT:</td> <td>REFERRED TO:</td> <td></td> </tr> </table>		SECONDED:	APPROVED ()	REJECTED ()	AYES:	DISAPPROVED ()	DEFERRED ()	NAYES:			ABSENT:	REFERRED TO:	
SECONDED:	APPROVED ()	REJECTED ()											
AYES:	DISAPPROVED ()	DEFERRED ()											
NAYES:													
ABSENT:	REFERRED TO:												

A  **VENBROOK** Company

August 4, 2023

TO: City of Imperial

ATTENTION: Kristen Smith

RE: Claim	:	[REDACTED]
Claimant	:	[REDACTED]
Member	:	City of Imperial
Date Rec'd by Mbr	:	8/3/23
Date of Event	:	2/28/23
CW File Number	:	3049468 LSV

Please allow this correspondence to acknowledge receipt of the captioned claim. Please take the following action:

- **CLAIM REJECTION:** Send a standard rejection letter to the claimant.

Please include a Proof of Mailing with your rejection notice to the claimant. An exemplar copy of a Proof of Mailing is attached. Please provide us with a copy of the Notice of Rejection and copy of the Proof of Mailing. If you have any questions feel free to contact the assigned adjuster or the undersigned claims specialist.

Very Truly Yours,

CARL WARREN & CO.

Timothy M. Varon

Timothy M. Varon
Claims Supervisor

DATE SUBMITTED August 7, 2023
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED August 16, 2023

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT:	DISCUSSION/ACTION:
Purchase of Lift Station Eradicators	Discuss, Approve/Disapprove the purchase of budgeted maintenance parts: Lift Station Eradicators

DEPARTMENT INVOLVED:
Public Services - Wastewater

BACKGROUND/SUMMARY:

Public Services Staff is requesting to purchase upgrade kits for the current 14 eradicators in all City Wastewater Lift Stations approved in this year's fiscal budget. This will support pump efficiency and assist with reducing staff call-outs for issues.

FISCAL IMPACT:
Not to exceed \$40,000.00.

100% Collections – 55-555-5241

FINANCE
INITIALS



STAFF RECOMMENDATION: Approve

DEPT. INITIALS



MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS



MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

APPROVED ()
 DISAPPROVED ()

REJECTED ()
 DEFERRED ()

REFERRED TO:



PROCESS AND PUMP EQUIPMENT

2115 S Hellman Ave Unit H | Ontario CA 91761 | 909 923 9809

***Due to ongoing supply chain issues and unstable costs of raw materials pricing is subject to change without notice.**

Bill To:
CITY OF IMPERIAL WWTP
701B E 14th St,
Imperial, CA 92251

Ship To:
CITY OF IMPERIAL WWTP
701B E 14th St,
Imperial, CA 92251
ATTN. CHRIS KEMP

Project

Lift Station
Eradicators.

Quote

Quote # 49214
Date 7/25/2023
Sales Person VJS
Written By VJS
Terms Net 30
Freight PREPAID & ADD

Part Number	Qty	Description	Unit	Total
BRAX CO.	10	T4 ERADICATOR BC UPGRADE KIT # 48275-802 81 LBS EACH (13 IN STOCK)	2,106.10	21,061.00T
BRAX CO.	4	T6 ERADICATOR BC UPGRADE KIT # 48275-804 103 LBS EACH (8 IN STOCK)	2,307.49	9,229.96T
FREIGHT	1	FREIGHT PP&ADDED	0.00	0.00
		ALL PRODUCTS IN STOCK AT TIME OF QUOTE SHIPS FROM OHIO		

CLSB 487325 CAGE 6U1W7 DIR 1000441272

Sales Tax (7.75%)

\$2,347.55

(A 3.5% SURCHARGE WILL BE ADDED TO ALL CREDIT CARD PAYMENTS)

Total

\$32,638.51

ALL SALES SUBJECT TO TERMS AND CONDITIONS AT WWW.BRAXCOMPANY.COM

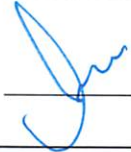
DTM
council
consent
agenda

Agenda Item No. B-8

DATE SUBMITTED _____
 SUBMITTED BY R. Alejandro Estrada
 DATE ACTION REQUIRED 08/16/2023

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: 1. APPROVAL OF AGREEMENT BETWEEN THE CITY OF IMPERIAL AND CODE EXXPERS FOR WEB DEVELOPMENT SERVICES FOR THE TERM OF ONE (1) YEAR IN THE ANNUAL AMOUNT OF \$18,403.00.	
DEPARTMENT INVOLVED: DEPARTMENT OF INFORMATION TECHNOLOGY	
BACKGROUND/SUMMARY: In an effort to maintain the City's current website and Payments Online system, the City has contracted with Code Exxperts. The City maintains all rights and licensing for our website and server systems. Included in this packet, you will find a professional services agreement and attachments for Council's review and approval.	
FISCAL IMPACT: NOT TO EXCEED FISCAL IMPACT: 18,403.00 Contract budgeted in the 2023-2024 Municipal Budget;	FINANCE INITIALS 
STAFF RECOMMENDATION: It is staffs recommendation to approve the disbursement of funds for the maintenance of City's Website.	DEPT. INITIALS 
MANAGER'S RECOMMENDATION: The City Manager agrees with staffs recommendation.	CITY MANAGER's INITIALS 
MOTION: SECONDED: AYES: NAYES: ABSENT: APPROVED () DISAPPROVED () REFERRED TO: REJECTED () DEFERRED ()	

AGREEMENT FOR PROFESSIONAL SERVICES

This PROFESSIONAL SERVICE AGREEMENT ("AGREEMENT"), is made and entered by and between the City of Imperial, a municipal corporation of the State of California ("AGENCY") and Code Exxperts, LLC ("CONSULTANT").

RECITALS

Whereas, Agency desires to engage Consultant to perform certain professional services, as provided herein; and

WHEREAS, the Consultant is qualified and desires to accept such engagement

Now, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on the fifth (5th) day of August 2023 and shall remain and continue in effect until tasks described herein are completed, but in no event later than the forth (4th) day of August, 2024, unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full "TASKS". To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing. In the event that there is a conflict between AGREEMENT and Exhibit A, AGREEMENT shall prevail.

III. PERFORMANCE

CONSULTANT shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

IV. AGENCY MANAGEMENT

AGENCY's Manager, or his/her designee, shall represent AGENCY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT. AGENCY's Manager, or his/her designee, shall be authorized to act on AGENCY's behalf and to execute all necessary

documents which enlarge the Tasks to Be Performed or change CONSULTANT's compensation, subject to Section V.

V. PAYMENT

- A. The AGENCY agrees to pay CONSULTANT on a semi-monthly basis upon receipt of invoice, Payment Schedule shall proceed every 1st and 16th of each month in the amount of seven hundred sixty-six dollars with seventy-nine cents (\$766.79). CONSULTANT Invoice shall reflect date of work, time spent and project title for tracking and verification purposes. This annual amount shall not exceed eighteen thousand four hundred and three dollars (\$18,403.00) for the total term of the AGREEMENT unless additional payment is approved by the AGENCY Manager.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Manager and CONSULTANT at the time AGENCY's written authorization is given to CONSULTANT for the performance of said services. The Agency Manager may approve additional work but in no event shall the total amount to be paid pursuant to this AGREEMENT exceed ten-thousand dollars (\$10,000.00) more than the initial amount set forth in Section V.B. without prior approval by the Agency City Council.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The AGENCY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least thirty (30) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise.
- B. In the event this AGREEMENT is terminated pursuant to this Section, the AGENCY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to the AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the AGENCY pursuant to Section V.
- C. In the event this AGREEMENT is terminated pursuant to this Section, CONSULTANT shall render all passwords, codes and all other applicable access data to the Information Technology Director.

VII. DEFAULT OF CONSULTANT

- A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, AGENCY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- B. If the City Manager, or his designee, determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time, the AGENCY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AGENCY that relate to the performance of services under this AGREEMENT. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.
- B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the AGENCY and may be used, reused, or otherwise disposed of by the AGENCY without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the AGENCY, at the CONSULTANT's office and upon reasonable written request by the AGENCY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files.

CONSULTANT hereby grants to AGENCY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless AGENCY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless AGENCY shall not extend to the AGENCY's sole or active negligence.

B. Duty to defend

In the event the AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by AGENCY, CONSULTANT shall defend the AGENCY at CONSULTANT's cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and AGENCY, as to whether liability arises from the sole or active negligence of the AGENCY or its officers, employees, or agents, CONSULTANT will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

X. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit C attached to and part of this AGREEMENT.

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither AGENCY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the AGENCY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against AGENCY, or bind AGENCY in any manner.
- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Only contractual fees paid to CONSULTANT as provided in the AGREEMENT shall be paid. In no case shall payment include salaries, wages, or other compensation to CONSULTANT for performing services hereunder for AGENCY. AGENCY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

The CONSULTANT shall keep itself informed of all local laws, rules and regulations, State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The AGENCY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the AGENCY in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the AGENCY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the AGENCY to any and all remedies at law or in equity.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of AGENCY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this AGREEMENT.

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without AGENCY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the AGENCY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives AGENCY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify AGENCY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with AGENCY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, AGENCY's right to review any such response does not imply or mean the right by AGENCY to control, direct, or rewrite said response.

XVI. NOTICES

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To AGENCY: City of Imperial
 420 South Imperial Avenue
 Imperial, CA 92251
 Attention: City Manager's Office

To CONSULTANT: Code Exxperts, LLC
 233 Paulin Avenue, Apt. 8214
 Calexico, CA 92231
 Attention: Ricardo Hernandez

XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the AGENCY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. Ricardo Hernandez may use assistants, under his direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY thirty (30) days' notice prior to the departure of Ricard Hernandez from CONSULTANT's employ. Should he leave CONSULTANT's employ, the AGENCY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

XVIII. LICENSES

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT.

XIX. GOVERNING LAW

The AGENCY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this Agreement. Any litigation concerning this AGREEMENT shall take place in the municipal, superior, or federal district court with jurisdiction over the AGENCY.

XX. ENTIRE AGREEMENT

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

XXI. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this AGREEMENT on behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder.

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

Code Exxperts, LLC

By: _____

Ricardo Hernandez
President

City of Imperial
A Municipal Corporation

By: _____

Dennis H. Morita
City Manager

ATTEST:

Kristina Shields, City Clerk

APPROVED AS TO FORM:

By: _____
Katherine Turner, City Attorney

Attachments:	Exhibit A	Scope of Work
	Exhibit B	Insurance Requirements

EXHIBIT A

SCOPE OF WORK

Prelude:

The following tasks will serve as the scope of work for “CONSULTANT” with regards to the Professional Services performed on behalf of the City of Imperial for the duration of the agreement set forth herein:

Code Exxperts, LLC shall perform the following tasks:

1. Website.-

I. Hosting Server administration

- a) Oversee webserver integrity
- b) Configure services
- c) Database maintenance
- d) Server folder structure and forwarding
- e) Hosting Migration, Setup, Republishing

II. ADA content and code level compliance

- a) Siteimprove reports monitoring and processing
- b) Code level verification and compliance

III. System integrity, security and backup

- a) Updating system code and monitor current and foreseen threats
- b) Periodic database and system code backup and secure storage
- c) Monitoring user, content, mail, access denied, page not found and search string events
- d) Link checking
- e) Contact form abuse prevention

IV. Content publication/facilitation

- a) RPF/BID
- b) City Council, Planning Commission, Library Board, Oversight Board, Successor Agency Agenda(s)
- c) Front-page Public Notices
- d) Public Library events
- e) State of the City Address
- f) Primary/Secondary Menu Structure
- g) Building Permit Reports
- h) Special notices

V. Newsletter publication and distribution

- a) Mass email subscribing/unsubscribing
- b) Subscriber administration
- c) Template design
- d) General newsletter distribution assistance

Services performed outside of this Agreement shall require de prior authorization by the City Manager. Such services include but are not limited to:

1. Website.-

- I. Custom programming / development
- II. Functionality not currently available or stemming from external changes/needs.

Including but not limited to:

- a) RFP/BID User profile Registration
- b) RFP/BID User Subscription
- c) Water/Sewer rate calculation
- d) Template and/or Graphic User Interface generation and/or modifications
- e) Bulk content updates for external compliance
- f) Widgets and other display elements

- 2. Mobile App Development (iOS / Android / Hybrid)**
- 3. Social Media Development / Deployment / Strategy**
- 4. Original Artwork / Theme / Template Development**
- 5. Original or Custom Animations**
- 6. Text/image translation**
- 7. Subtitling and multimedia modifications**

EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of AGENCY, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form satisfactory to AGENCY.

General liability insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this AGREEMENT.

Workers' compensation insurance. CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

CONSULTANT shall submit to AGENCY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of AGENCY, its officers, agents, employees and volunteers.

Umbrella or excess liability insurance. [Optional depending on limits required]. CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including

commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. CONSULTANT shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONSULTANT or AGENCY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, AGENCY may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an

assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each

insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

Self-insured retentions. Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

Timely notice of claims. CONSULTANT shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies. Notice to Agency not to exceed ten (10) days.

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

Agenda Item No. B-9

DATE SUBMITTED 8/8/2023
 SUBMITTED BY R. Alejandro Estrada
 DATE ACTION REQUIRED 8/16/2023

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: 1. APPROVE INTERGOVERNMENTAL AGREEMENT				
DEPARTMENT INVOLVED: DEPARTMENT OF INFORMATION TECHNOLOGY				
BACKGROUND/SUMMARY: The City of Calipatria City Manager approached Staff regarding the possibility of share Cybersecurity resources. Staff examined the full cost of sharing those resources to the City of Calipatria, including personal cost. The cost of those services will be billed quarterly to the City of Calipatria at \$1,826.64 (total \$7,306.56).				
FISCAL IMPACT: NOT TO EXCEED	FINANCE INITIALS <u>DEP</u>			
STAFF RECOMMENDATION: Staffs recommends approval of the attached Intergovernmental Agreement.	DEPT. INITIALS <u>[Signature]</u>			
MANAGER'S RECOMMENDATION: The City Manager agrees with staffs recommendation.	CITY MANAGER'S INITIALS <u>Atm</u>			
MOTION:				
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;"> SECONDED: AYES: NAYES: ABSENT: </td> <td style="width: 33%; text-align: center; vertical-align: top;"> APPROVED () DISAPPROVED () REFERRED TO: </td> <td style="width: 33%; text-align: center; vertical-align: top;"> 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 ()		

INTERGOVERNMENTAL AGREEMENT

Between

CITY OF IMPERIAL

And

CITY OF CALIPATRIA

For

CYBERSECURITY SERVICES

This Agreement is made and entered into as of this ____ day of _____ 2023, by and between the City of Imperial, a California Municipal Corporation (“IMPERIAL”) and the City of Calipatria, a California Municipal Corporation (“CALIPATRIA”).

NOW, THEREFORE, IMPERIAL and CALIPATRIA agree as follows:

1.0 SCOPE OF SERVICES.

During the time that this Agreement is in effect and subject to all terms and conditions herein, IMPERIAL will provide Cloud-Based Cyber Security Training, Cloud-Based Cyber Security Network Monitoring and Prevention Services, and Cloud-Based Backup Hosting Services to CALIPATRIA encompassing the following:

1.1. CLOUD-BASED CYBER SECURITY TRAINING:

IMPERIAL shall provide

- Monthly Web-based Cyber Security Training (the training will be sent to no more than ten (10) e-mail accounts);
- Monthly progress and report of training completion.

1.2. CLOUD-BASED CYBERSECURITY NETWORK MONITOR AND PREVENTION SERVICES:

IMPERIAL shall

- Provide a Public IP Address based Internet Content Filter;
- Allow and Disallow access control;
- Provide Traffic Monitoring and Reports as need (quarterly);
- Provide Notification of suspicions traffic activities;
- Provide Services to no more than ten (5) sites.

1.3. CLOUD-BASED BACKUP HOSTING SERVICES:

IMPERIAL shall provide a

- Shared cloud-base storage space for online Server(s) Backup;

CALIPATRIA shall purchase backup software compatible with the cloud backup provide by Imperial.

3.0 RELATIONSHIP OF PARTIES

IMPERIAL shall, for all purposes, be an independent contractor to CALIPATRIA and under no circumstances shall the relationship of employer and employee arise between the agents or employees of IMPERIAL and CALIPATRIA.

4.0 AMOUNT AND MANNER OF COMPENSATION

The fee for completion of all work outlined by this Agreement shall be based on the following rates:

4.1. CYBER SECURITY FEE: CALIPATRIA shall compensate IMPERIAL a total annual amount of \$7,306.56 (Seven Thousand Three Hundred-Six Dollars and Fifty-Six Cents). IMPERIAL will submit a Quarterly Invoice of \$1,826.64 (One Thousand Eight Hundred Twenty-Six Dollars and Sixty-Four Cents) to CALIPATRIA. Fees shall be paid to IMPERIAL for Time Management of Cyber-Based Security System, Network Monitoring and Prevention, Back-up Hosting Services, and regardless of training completion(s).

4.2. PAYMENT AND INVOICES: CALIPATRIA shall pay IMPERIAL within 30 days after receipt of the invoice.

4.3. The parties may agree for Imperial to provide service in addition to the services described in paragraph 1.0. Payment for such services shall be at the fully burdened rate of Imperial's Information Technology Director.

5.0 TERM.

The term of this Agreement shall commence on the Effective Date and extend to the date when this Agreement is terminated. The Agreement may be terminated by either party, as evidenced by thirty (30) days written notice. Upon notice of termination by either party, IMPERIAL shall cease performing services on the date specified in the written notice. The compensation payable to IMPERIAL shall cover only the period for which IMPERIAL performed services.

6.0 INDEMNIFICATION.

IMPERIAL and CALIPATRIA shall both indemnify each other in proportion to their comparative fault as established under California law.

7.0 CONSEQUENTIAL DAMAGE LIMITATION

IMPERIAL shall not be liable for consequential damages, defined as breach of contract damages not recoverable under California law. Consultant shall not be liable for lost profits or business interruption damages under any cause of action.

8.0 FORCE MAJEURE

In the event either party by reason of a Force Majeure is rendered unable to perform its duties under this Agreement then upon the party giving written notice of the particulars and estimated duration of Force Majeure to the other party within 5 calendar days after knowledge of the occurrence of the Force Majeure, the party may have the time for performance of its duties extended for the period equal to the time performance is delayed by the Force Majeure. The effects of the Force Majeure shall be remedied with all reasonable dispatch, and the party giving notice shall use Best Efforts to eliminate and mitigate all consequences. A Force Majeure for which notice has not been given shall be an un-excused delay.

9.0 ATTORNEYS' FEES

If either party to this Agreement shall bring any action, claim, appeal, or alternative dispute resolution proceedings, for any relief against the other, declaratory or otherwise, to enforce the terms of or to declare rights under this Agreement (collectively, an Action), the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees and costs incurred in bringing and prosecuting such Action and/or enforcing any judgment, order, ruling, or award (collectively, a Decision) granted therein. Any Decision entered in such Action shall provide for the recovery of attorneys' fees and costs incurred in enforcing such Decision. The court or arbitrator may fix the amount of reasonable attorneys' fees and costs on the request of either party. For the purposes of this paragraph, attorneys' fees shall include, without limitation, fees incurred in the following: (1) post-judgment motions and collection actions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third-party examinations; (4) discovery; and (5) bankruptcy litigation. "Prevailing party" within the meaning of this paragraph includes, without limitation, a party who agrees to dismiss an Action on the other party's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief it seeks.

10.0 GOVERNING LAW AND VENUE

This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State of California. All actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in State court located in the County of Imperial, State of California and Federal court located in the County of San Diego, State of California. The aforementioned choice of venue is mandatory, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non convenience or a similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the Counties of Imperial and San Diego, respectively, California, shall have in personal jurisdiction and venue over each of them for the purpose of litigating any dispute or proceeding arising out of or related to this Agreement.

Each party hereby authorizes service of process sufficient for personal jurisdiction in any action against it at the address and in the manner for the giving of notice as set forth in this Agreement.

11.0 INTEGRATION

This Agreement and any exhibits hereto, as well as other documents referred to in this Agreement, constitute the entire Agreement between the parties with regard to the subject matter hereof and thereof. This Agreement supersedes all previous Agreements between or among the parties. There are no Agreements, representations, or warranties between or among the parties other than those set forth in this Agreement.

12.0 AUTHORIZED REPRESENTATIVES AND NOTICES

12.1 REPRESENTATIVES: Prior to commencement of the work under the Agreement, IMPERIAL and CALIPATRIA shall agree on the designation of a representative authorized to act in behalf of each party.

12.2. NOTICE AND COMMUNICATIONS: All communications relating to the day-to-day activities under this Agreement shall be exchanged between the representatives of IMPERIAL and CALIPATRIA. All legal notices and communications required under or related to this Agreement shall be in writing, and shall be delivered personally or mailed by certified mail, postage prepaid, return receipt requested, to the representatives of IMPERIAL and CALIPATRIA identified below. Notice shall be effective on the date of delivery.

To	Mr. Dennis H. Morita, City Manager
IMPERIAL:	420 South Imperial Avenue
	Imperial, CA 92251

To	Laura Gutierrez, City Manager
CALIPATRIA:	125 North Park Avenue
	Calipatria, CA 92233

13.0 EFFECTIVE DATE:

The Effective Date of this Agreement shall be day that both the City of Imperial City Council and HPUD Board of Directors approve this Agreement.

CITY OF IPERIAL

Date: _____

By: _____
Dennis H. Morita, City Manager

Approved as to form the City of Imperial

Date: _____

By: _____
Katherine Turner, City Attorney

CITY OF CALIPATRIA

Date: _____

By: _____
Laura Gutierrez, City Manager

Approved as to form the CALIPATRIA

Date: _____

By: _____
William S. Smerdon, City Attorney

C-1

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT:	DISCUSSION/ACTION:		
	1. APPROVAL OF AGREEMENT BETWEEN THE CITY OF IMPERIAL AND CITIZENSERVE FOR BUSINESS LICENSE SERVICES FOR THE TERM OF ONE (1) YEAR IN THE ANNUAL AMOUNT OF \$22,950.00		
DEPARTMENT INVOLVED: DEPARTMENT OF INFORMATION TECHNOLOGY			
BACKGROUND/SUMMARY: In an effort to maintain the City's Business License application, the City has contracted CitizenServe. This implementation of the new Business License is compatible with systems we currently use. For renewal of this item the following year (FY 2024-2025) would be a baseline budget of \$9,000 since the setup, training, and data mitigation would be a one-time fee. Included in this packet, you will find the quote that was presented to the Department of Information Technology for Council's review and approval.			
FISCAL IMPACT: NOT TO EXCEED FISCAL IMPACT: 22,950.00 Contract budgeted in the 2023-2024 Municipal Budget;	FINANCE INITIALS		
STAFF RECOMMENDATION: It is staffs recommendation to approve the disbursement of funds for the new Business License application.	DEPT. INITIALS		
MANAGER'S RECOMMENDATION: The City Manager agrees with staffs recommendation.	CITY MANAGER'S INITIALS		
MOTION:			
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()	



Order Form

Account Name: City of Imperial, California

Contact Information:

R. Alejandro Estrada, CE, CGCIO, CSSA, LASO
Director of Information Technology
City of Imperial
420 S Imperial Avenue, Imperial, CA 92251
Email: aestrada@cityofimperial.org
Phone: (760) 355-3842

Billing Information:

R. Alejandro Estrada, CE, CGCIO, CSSA, LASO
Director of Information Technology
City of Imperial
420 S Imperial Avenue, Imperial, CA 92251
Email: aestrada@cityofimperial.org
Phone: (760) 355-3842

Contract Term:

Billing Cycle: Annual
Billing Schedule: Upon Signing
Service Term Starts: 11/01/2023
Service Term Ends: 10/31/2024

Components to be Implemented:

Business Licensing
Citizen Access Pages

Fees:

5 User Subscriptions	\$1,800 per named user per year	\$9,000.00
Setup, Training and Implementation	\$1,200 per named user	\$6,000.00
Additional Services	Data Migration (Custom SQL)	\$7,950.00
Total Fees		\$22,950.00

I authorize Online Solutions, LLC to invoice as per the above information.

Online Solutions:

Customer:

Authorized Signature

Authorized Signature

Print or Type Name of Signatory

Print or Type Name of Signatory

Execution Date

Execution Date

Address:
1101 E. Warner Road
Suite 160
Tempe, AZ 85284

Address:
City of Imperial
420 S. Imperial Avenue
Imperial, CA 92251





OpenGov Inc.
6525 Crown Blvd #41340
San Jose, CA 95160
United States

Order Form Number: Q010929
Created On: July 17, 2023
Quote Expiration Date: July 31, 2023
Subscription Start Date: August 24, 2023
Subscription End Date: January 23, 2027

Prepared By: Braden Taylor
Email: btaylor@opengov.com
Contract Term: Prorated + 36 Months

Customer Information

Customer: City of Imperial, CA
Bill To/Ship To: 420 S. Imperial Ave
Imperial, CA US

Contact Name: Alexis Brown
Email: abrown@cityofimperial.org
Phone: 760-355-4373

Order Details

Billing Frequency: Annual

Payment Terms: Net 30

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Subscription Fee
Additional Service Area: Business Licenses	August 24, 2023	January 23, 2024	\$6,920.83
Additional Service Area: Business Licenses	January 24, 2024	January 23, 2025	\$16,110.00
Additional Service Area: Business Licenses	January 24, 2025	January 23, 2026	\$16,915.50
Additional Service Area: Business Licenses	January 24, 2026	January 23, 2027	\$17,716.27
Total Amount			See Billing Table

PROFESSIONAL SERVICES:

Product / Service	Start Date	Total Amount
Professional Services Deployment - Prepaid	August 24, 2023	\$12,025.00
Services Total Amount		\$12,025.00

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at 6525 Crown Blvd #41340 San Jose, CA 95160 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement, signed between the parties, effective **January 21, 2022** as amended ("SSA") and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Software Services Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

City of Imperial, CA	OpenGov, Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Billing Date:	Billing Amount:
8/24/2023	\$18,945.83 (Prorated Software Fee + Professional Services)
1/24/2024	\$16,110.00
1/24/2025	\$16,915.50
1/24/2026	\$17,716.27

DATE SUBMITTED August 7, 2023
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED August 16, 2023

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:
 Purchase of ThermoPlastic Trailer Discuss, Approve/Disapprove the purchase of budgeted equipment: ThermoPlastic Trailer

DEPARTMENT INVOLVED:
 Public Services - Streets

BACKGROUND/SUMMARY:

Public Services Staff is requesting to purchase a ThermoPlastic PreMelter Trailer for the Streets Division that was a budgeted item for this fiscal year. This will allow department to increase the volume of product and coverage of linear footage per load.

Public Services recommends purchasing through explicit vendor that is compatible with the City's current Graco ThermoPlastic Applicator.

FISCAL IMPACT:
 Not to exceed \$80,000.00.

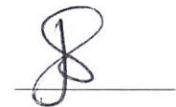
100% Streets – 01-320-5442

FINANCE
 INITIALS



STAFF RECOMMENDATION: Approve

DEPT. INITIALS



MANAGER'S RECOMMENDATION:



CITY
 MANAGER'S
 INITIALS



MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

APPROVED ()
 DISAPPROVED ()
 REFERRED TO:

REJECTED ()
 DEFERRED ()



Quote

Page 1

Centerline Supply, Inc.
1301 East Hadley Street
Phoenix, AZ 85034
United States
P: (602) 258-3142

Quote Number: QTE0026513

Quote Date: 07/31/23

Prepared By: glamarche

Sales Rep: JEARLY

BILL TO:

IMPERIAL, CITY OF
420 S IMPERIAL AVE
IMPERIAL CA 92251

SHIP TO:

GONZALEZ, ISAIAH
IMPERIAL, CITY OF
420 S IMPERIAL AVE
IMPERIAL CA 92251

Notes: FREIGHT INCLUDED

Customer P.O.	Ship VIA	Terms	Shipping Terms		
	BESTWAY	NET30	Freight Destination		
Item Number	Ordered	Unit	Price	Extended Price	
50405-102	1	EA	\$53,336.11	\$53,336.11	
50P [E] PREMELTER-TRAILER DUAL 720E (NO APPLICATOR) & ACCESSORIES W/ TOMMY LIFT GATE, CA EPA COMPL					
51 24H-623	1	EA	\$21,861.44	\$21,861.44	
50C [E] THERMOLAZER-PROMELT SYSTEM W/ 8" DIE (GRACO)					

Quotations are valid for 30 days from the date of quotation.

Signature: _____

Printed Name: _____

Net Order:	\$75,197.55
Discount %	0%
Less Discount:	\$0.00
Freight:	\$0.00
Sales Tax:	\$0.00
Order Total:	\$75,197.55

WE NOW OFFER CUSTOM VINYL DECALS, FLEET GRAPHICS, WINDOW PRINT FILMS, AND MORE!

1.5% FINANCE CHARGE FOR INVOICES OVER 30 DAYS. Terms & Conditions Apply.
CENTERLINE SUPPLY, INC. - PHONE (602) 258-3142 - SALES@CLSUSA.COM

DATE SUBMITTED August 7, 2023
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED August 16, 2023

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:
 Purchase of Salsco Mini-Asphalt Paver Discuss. Approve/Disapprove the purchase of budgeted equipment: Salsco Mini-Asphalt Paver

DEPARTMENT INVOLVED:
 Public Services - Streets

BACKGROUND/SUMMARY:

Public Services Staff is requesting to purchase a Salsco Mini-Asphalt Paver for the Streets Division that was a budgeted item for this fiscal year. This will allow the department to assist with larger road repairs up to 6' wide and indefinite lengths, based off material supplied. Currently the process is done manually by hand up to a 6x6 area.

Public Services recommends going with this sole sourced vendor, Salsco Inc.

FISCAL IMPACT:
 Not to exceed \$100,000.00.
 100% Streets – 01-320-5442

FINANCE
 INITIALS DP

STAFF RECOMMENDATION: Approve

DEPT. INITIALS J

MANAGER'S RECOMMENDATION: approve

CITY
 MANAGER'S
 INITIALS JTM

MOTION:

SECONDED:	APPROVED ()	REJECTED ()
AYES:	DISAPPROVED ()	DEFERRED ()
NAYES:		
ABSENT:	REFERRED TO:	



105 School House Road
Cheshire, CT 06410
U.S.A.

MANUFACTURER OF OUTDOOR POWER EQUIPMENT

Products for Turf & Lawncare, Rental, Construction, Nursery, Tree Care, Wood Processing & Farm Industries

August 8, 2023

SOLE SOURCE LETTER

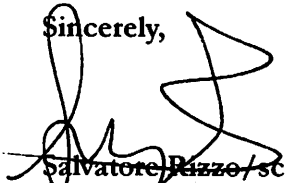
To Whom It May Concern:

Re: Commercial Products

This letter confirms that, to the best of my knowledge, SALSCO INC., is the sole source distributor for the City of Imperial in regards to commercial products, parts and services. The commercial products are manufactured by Salsco, Inc., and we have the sole rights to sell and distribute this product.

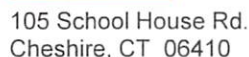
For further information, feel free to contact me at 800-872-5726.

Sincerely,



Salvatore Rizzo/sc
President
Salsco, Inc.

203-271-1682
1-800-872-5726
203-271-2596 (Fax)
sales@salsco.com
www.salsco.com



EQUIPMENT
QUOTATION
Quote #:23-003BC
Quote Good Through:
09/18/23

Bill To:	City of Imperial	Date:	7/31/2023
Contact:	Isaiah Gonzalez		
Address:	720 E. 14th St.		
City:	Imperial	ST: CA	ZIP: 92251
Phone #:	760-540-0723	Fax #:	
Email:	Edgar Self <eself@cityofimperial.org>	Cell #:	
Ship To:	Same		

QTY.	ITEM #	ITEM DESCRIPTION	UNIT PRICE	List PRICE
1	0005029-N	Salsco Mini-Asphalt Paver		\$51,976.00
2	0261413-O	Loading Doors 84"	\$373.00	\$746.00
2	0161367-O	6" Screed Extensions (Gets you out to 7')	\$432.00	\$864.00
1	0222233-O	Cut off doors		\$182.00
1	0161430-O	Heated Screed		\$1,662.00
			Subtotal	\$55,430.00
			Sales Tax	
			Freight, Set Up, and Delivery	\$2,792.00
			TOTAL ORDER AMOUNT	\$58,222.00

NOTE: IF FREIGHT IS QUOTED, IT WILL BE RE-QUOTED AT ACTUAL TIME OF SHIPPING

I have read and accepted the above quotation and hereby authorize Salsco, Inc. to release the order as written above.

Signature _____ P.O. # _____ Date: _____

INCREMENTAL PAYMENT AMOUNTS				
DEP	20%	Due with Order	\$11,086.00	Cash
BAL	80%	Due when ready to ship, including freight & applicable tax.	\$47,136.00	US Dollars

Mini-Track Paver

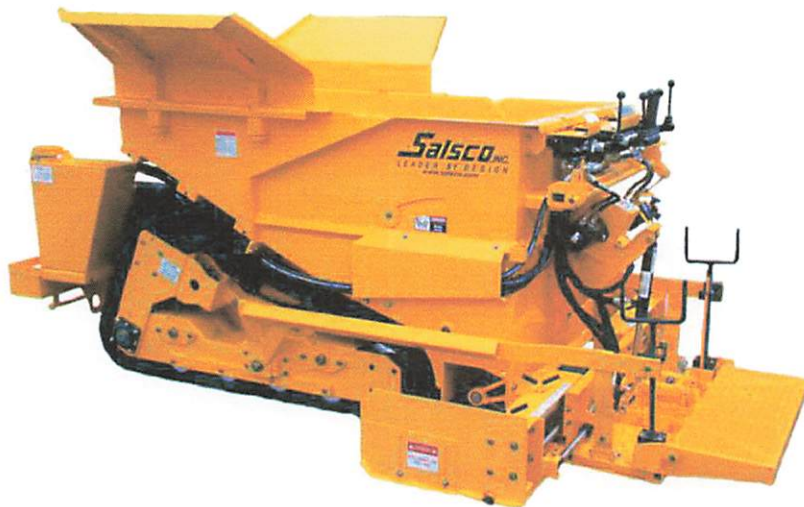
Model TP44-TD

Salsco, INC.
LEADER BY DESIGN



**MADE IN
THE U.S.A.**

The Go-Anywhere Mini-Asphalt Paver!



Pictured above the TP44-TD is shown with the 6" Screed Extensions Option, and Loading Panels Option.

"My Salsco Track Paver is a great little machine. Its durable manufacturing quality & accessibility to parts, make it an efficient machine to use on all my sidewalk & trench jobs. Also, considering the small crew it takes to run, and its overall ease of operation, I know I'm getting maximum productivity whenever it's on the job." Charlie, Canton, MA

- * Extra Large Drive Motors for Years of Service!
- * Designed with Service & Maintenance in Mind!
- * Clean, Simple, Basic Design!
- * 0 - 6' Standard Paving Width + Optional Screed Extensions up to 7' Wide!



Tracks are fixed at 38" to accommodate screed style.



Hydraulic End-Gates move in & out, and have rulers on the top of the end gate to see where they are.



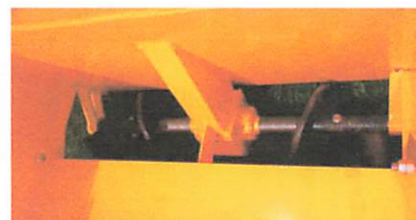
Hydraulic Tilt Hopper. Hopper easily bolts together. Raise the complete hopper for ease of maintenance.



Extra Large Cut Off Door with two (2) Cylinders & Flow Regulators that open the door evenly & smoothly.



All controls are on the rear of the machine, including the Key Switch & Throttle.



Two (2) 9" Cast Augers are independently operated both Forward & Reverse.

Salsco, INC.
LEADER BY DESIGN

Quality of Workmanship, Innovative Design, Built to Last!

MINI-TRACK PAVER, MODEL TP44 - TD SPECIFICATIONS & FEATURES

ENGINE:	14HP Hatz diesel, Model 1D81Z-9221, electric start mounted on 1/2" thick steel plate motor mount.
PUMP:	Dual hydrostatic, variable speed. Each section has a displacement of .97 cu. in.
DRIVE MOTORS:	Two (2) drive motors for tracks - 28.7 Cu.In. Displacement. Two (2) drive motors for augers - 24 cu. in. displacement.
HOSES:	SAE JIC hose ends & fittings. 3,000 P.S.I., working, 12,000 P.S.I., burst.
BATTERY:	12 volt, automotive type, 850 CCA.
FUEL TANK:	Steel, 8.9 gallon capacity.
HYDRAULIC TANK:	Steel, 8 gallon capacity
HOPPER:	Dual hopper, 1/4" thick, steel plate. Inside hopper tilts to 52° angle for ease of dumping material. 1.85 sq. yd. capacity
SCREED:	40" wide, with crown/invert adjustment, power end gates and end gate adjustment plates for uniform texture.
AUGER ASSEMBLIES:	Two (2) 9" cast augers, with independent hydraulic drive, forward and reverse.
DRIVE:	Hydrostatic; variable forward and reverse.
TRACK ASSEMBLIES:	Heavy duty Bridgestone tracks. Tracks are fixed at 38" to accommodate screed style.
CONTROLS:	All controls are located at the rear of the machine over the screed, for ease of operation.
MAIN FRAME:	One (1) piece, 1/4" thick steel main frame. 2" x 2" square tubing supports.
WELDS:	Continuous welds where needed for durability.
GUSSETS:	1/4" gussets where needed for strength.
BEARINGS:	Cast iron, heavy duty, greaseable.
CHAINS & SPROCKETS:	#80 chain and sprockets.
PAVING SPEED:	0 - 50' +, per minute.
PAVING WIDTH:	24" to 72".
PAVING THICKNESS:	1/4" - 5".
OPTIONS:	6" Screed Extensions; Hopper Panel Extensions; Cut-Off Plates.
GUARDS/DECALS:	All moving parts guarded. Full set of safety decals.
PAINT:	Powder coat baked enamel polyester finish; resists ultraviolet light. Safety yellow.
DIMENSIONS:	Length: 9' 4" (with step up), Width: 3'8", Height: 3' 11" (from the ground to the top of hopper). Weight: 4,400 lbs. (Approximately)
WARRANTY:	1-year standard warranty

Specifications & Options Subject to Change Without Notice

REV. 10-12-2020

MANUFACTURER OF OUTDOOR POWER EQUIPMENT

Products for Turf & Lawncare, Rental, Construction, Tree Care, Wood Processing, Nursery & Farm Industries

3-1/2" - 18" Capacity, Gas, Diesel, & PTO Wood/Brush Chippers - Slab Chippers

Gas, Electric & Tow Behind Rollers - Tranz-Former Roller - CRV Core Recovery Vehicle

Mini-Paver - Mini-Track Paver - Cobra Curbers - Scorpion Router - Concrete Paver

Chipper Shredder Vacuums - Tailgate & Truckloader Vacuums

9 cu. yds. - 50 cu. yds. Per Hour, Electric, PTO & Diesel Powered Shaving Mills

Salsco, INC.
LEADER BY DESIGN

105 Schoolhouse Road
Cheshire, CT 06410 U.S.A.
800-872-5726 (Toll Free), 203-271-1682, 203-271-2596 (Fax)
www.salsco.com, sales@salsco.com

DATE SUBMITTED 08/09/2023
 SUBMITTED BY Imperial Police Dept.
 DATE ACTION REQUIRED 08/16/2023

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;

- APPROVAL OF RENEWED (MOU) AGREEMENT BETWEEN IMPERIAL COUNTY SHERIFF'S OFFICE (ICSO) AND IMPERIAL POLICE DEPARTMENT.

DEPARTMENT INVOLVED: POLICE DEPARTMENT

BACKGROUND/SUMMARY:

The Imperial Police Dept. has reviewed formal bids provided by (PSAP) outside law enforcement agencies within the county, for Emergency Dispatch Services. Based on the information reviewed, including logistical transition cost, the department recommends we renew our contract with (ICSO) for an additional 3 years.

The aforementioned MOU has already gone through the approval process by the County Council
 (See attached MOU)

FISCAL IMPACT: (Previous cost FY 22 /23 was \$241,341.30)

Projected Cost:

\$260,000.00 Initial Term (FY 2023 / 2024)
\$280,000.00 2nd Fiscal Year (2024 / 2025)
\$300,000.00 3rd Fiscal Year (2025 / 2026)

\$840,000.00

Funding: 01-213-5210 General Budget -
 Communications / Contract Services

FINANCE
INITIALS

JP

STAFF RECOMMENDATION:

DEPT.
INITIALS

ml

CITY MANAGER'S RECOMMENDATION:

approve

CM
INITIALS

DH

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

APPROVED ()
 DISAPPROVED ()
 REFERRED TO:

REJECTED ()
 DEFERRED ()

THIS AGREEMENT ("Agreement"), made and entered into effective the ____ day of _____, 2023 by and between the **COUNTY OF IMPERIAL**, a political subdivision of the State of California, by and through its Imperial County Sheriff's Office, ("County"), and the **CITY OF IMPERIAL**, a California municipality with its main office at 420 South Imperial Avenue, Imperial, 92251, through its Imperial Police Department, ("City"); (individually, "Party;" collectively, "Parties") shall be as follows:

WHEREAS, the Imperial County Sheriff's Office ("ICSO") has the trained personnel, equipment, and facilities to provide radio dispatching services on a twenty-four(24) hour per day, seven (7) days per week basis in the operation of its law enforcement functions; and

WHEREAS, the City, through its Imperial Police Department (“Imperial PD” desires to contract with the County for the ICSO to provide dispatch services for the City by the reason its qualifications and experience for the performing such services; and

WHEREAS, the ICSO has offered to provide specified emergency dispatch and communications services for the City on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the Parties have and hereby agree to the following:

1.1 The term of this Agreement ("Initial Term") shall be effective from the date first written above and continues thereafter for a period of (3) years, unless otherwise modified or terminated by either Party as provided for herein.

1.2 Upon expiration of the Initial Term, this Agreement shall automatically renew for an additional on (1) year period ("Renewal Term"), unless otherwise modified or terminated by either Party as provided for herein.

///

1 **2. SCOPE OF SERVICES.**

2 County shall provide services for the City identified under "Scope of Service" in ICSO's summary
3 quote, which is attached hereto and incorporated herein by this reference as Exhibit "A".

4 **3. COMPENSATION.**

5 **3.1** City shall pay County a flat rate in the amount of **Two Hundred Sixty Thousand Dollars,**
6 **and Zero Cents (\$260,000.00)** on Initial Term, **Two Hundred Eighty Thousand Dollars, and**
7 **Zero Cents (\$280,000.00)** for second year, **Three Hundred Thousand Dollars, and Zero Cents**
8 **(\$300,000.00)** for third year, for the County's services contemplated under this Agreement, as
9 identified in Exhibit "A".

10 **3.2** Such compensation shall be paid in four (4) equal quarterly installments on the first day of
11 March, June, September and December for each year during the term of this Agreement. The
12 amount of each installment payment shall be \$65,000.00 for four (4) equal quarterly installment
13 payments for the Initial Term (2023-2024) for a twelve-month period. The amount of each
14 installment payment for second fiscal year (2024-2025) shall be \$70,000.00 for four (4) equal
15 quarterly installment payments for a twelve-month period. The amount of each installment
16 payment for the third fiscal year (2025-2026) shall be \$75,000.00 for four (4) equal quarterly
17 installment payments for a twelve-month period during the Agreement.

18 **3.3** County shall provide an invoice to City at the onset of each quarterly installment payment
19 that shall be due and payable as set forth in Paragraph 3.2. The invoice will reflect all services
20 performed and amounts owed under this Agreement during the invoiced period.

21 **3.4** In the event this Agreement is terminated by either Party, City shall pay County the total
22 outstanding balance for services rendered upon receipt of the final invoice within thirty (30)
23 calendar days of the date of termination.

24 **4. TERMINATION.**

25 Either Party may terminate this Agreement at any time, with or without cause, by notifying the
26 other Party of its intent to terminate the Agreement and specifying the effective date thereof, at
27 least ninety (90) days before the effective date of such termination. The SRO shall remain under
28 the supervision, direction, and control of the ICSO, who shall administer this Agreement on behalf

1 **5. ADMINISTRATION AND SUPERVISION.**

2 **5.1** ICSO employees and staff performing services on behalf of County under this Agreement
3 shall remain under the supervision, direction and control of the ICSO, who shall administer this
4 Agreement on behalf of the County. County employees and staff shall not be considered agents,
5 employees, or deputies of City.

6 **5.2** Imperial PD employees and staff performing services on behalf of City under this
7 Agreement shall remain under the supervision, direction, and control of the Imperial PD, who shall
8 be considered agents, employees, or deputies of County.

9 **6. CITY RESPONSIBILITIES.**

10 City shall be responsible for:

11 **6.1** Providing appropriate information to ICSO staff on City's standard operating
12 procedures necessary to enable County to provide the services contemplated herein.

13 **6.2** Installing any additional telephone lines or equipment it deems necessary to permit
14 County to provide the services requested herein. City agrees to obtain County approval
15 before making any installations related to this Agreement to ensure compatibility with
16 County's obligation as provided for in Paragraph 7.2.

17 **6.3** The proper handling and disposition of its non-emergency telephone calls and
18 services.

19 **6.4** Providing and maintaining accurate mapping and related information necessary for
20 efficient emergency dispatching, including promptly sending any updates or changes to the
21 ICSO Dispatch/Communication Center.

22 **7. MUTUAL RESPONSIBILITIES.**

23 Both Parties shall be responsible for:

24 **7.1** Agreeing upon all operational procedures necessary to carry out the material terms
25 of this Agreement. In the event an emergency requires changes to the operational
26 procedures, or the Parties cannot come to a mutual agreement, the procedure shall be
27 determined jointly by the Sheriff and the Chief of Police.

28 **7.2** Meeting and endeavoring to reach an agreement as to whether unforeseen or needed

capital expenditures utilized in providing services here under should occur, as identified in Exhibit "A".

7.3 Meeting on a bi-annual basis to discuss the terms and conditions of this Agreement.

8. **JURISDICTION AND VENUE.**

This Agreement is made and entered into in Imperial County, California. This Agreement shall be construed and enforced in accordance with the laws of the State of California, and the Parties agree that any action brought by either Party regarding this Agreement shall be brought in a court of competent jurisdiction in Imperial County.

9. **INSURANCE.**

Each Party shall retain sufficient insurance, or otherwise be sufficiently self-insured, to meet its respective obligations under this Agreement.

10. **INDEMNIFICATION.**

10.1 Each Party agree, to the fullest extent permitted by law, to defend with counsel acceptable to the other Party, indemnify and hold the other Party, its representatives, officers, elected officials, designees, employees, agents, successors and assigns, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent acts and omissions or willful misconduct of the indemnifying Party, its officers, employees, representatives, elected officials, designees, or agents.

10.3 Notwithstanding the foregoing, in the event that the Parties are both held to be responsible for the negligent acts and omissions or willful misconduct of its own officers, employees, representatives, elected officials, designee, or agents, the Parties will bear their proportionate share of liability as determined in any such proceeding. Each Party to bear its own costs and attorney's fees.

11. **NO AGENCY.**

Nothing herein contained shall be construed to create, and the Parties hereto expressly

disclaim any intent to create, any form of agency relationship, joint venture or partnership.

12. SEVERABILITY.

If any provision of this Agreement is held by a court of competent jurisdiction to be void, invalid, or unenforceable, the remaining provisions shall continue in full force and effect.

13. GOOD FAITH PERFORMANCE.

The Parties hereto agree to act in good faith and deal fairly with the other Party in the performance of this Agreement.

14. ASSIGNMENT.

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by District without prior written consent of County.

15. NOTICES.

Any notice to be given pursuant to this Agreement shall be in writing and personally delivered or sent by certified mail, postage prepaid, return receipt requested or by overnight carrier, priority overnight delivery, postage and delivery charges prepaid, to each Party at the following addresses:

COUNTY

Federico Miramontes, Sheriff
Imperial County Sheriff's Office
328 Applestill Road
El Centro, CA 92243

CITY

Dennis Morita, City Manager
City of Imperial
420 South Imperial Avenue
Imperial, CA 92251

Copies of notices to Sheriff shall also be sent to:

Imperial County Executive Office
Attn: County Executive Officer
940 West Main Street, Suite 208
El Centro, CA 92243

Notice shall be deemed to have been delivered only upon receipt by the Party, seventy-two (72) hours after deposit in the United States mail or twenty-four (24) hours after deposit with an overnight carrier. The addressees and addresses for purposes of this Paragraph may be changed to any other addressee and address by giving written notice of such change in the manner provided in this Paragraph. Unless and until written notice of change of addressee and/or address is delivered

in the manner provided in this paragraph, the addressee and address set forth in this Agreement shall continue in effect for all purposes hereunder.

15. WAIVER.

Any waiver of any default by any Party to this Agreement shall be deemed to be a waiver of any subsequent default. Failure on the part of County to require exact, full, and complete compliance with any term of this Agreement shall not be construed in any manner as changing the terms hereof, or stopping County from enforcement hereof.

17. ENTIRE AGREEMENT.

This Agreement contains the entire Agreement between the Parties relating to the transactions contemplated hereby, and supersedes all prior or contemporaneous Agreement, understandings, provisions, negotiations, representations, or statements, either written or oral.

18. MODIFICATION.

No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by both Parties.

19. REVIEW OF AGREEMENT TERMS.

19.1 Each Party has had the opportunity to receive independent legal advice from its attorney(s) with respect to the advisability of making the representations, warranties, covenants, and agreements provided for herein, and with respect to the advisability of executing this Agreement.

19.2 No presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of the same or any subsequent amendments thereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

County of Imperial

City of Imperial

By: _____
Ryan E. Kelley, Chairman
Imperial County Board of Supervisors

By: _____
Dennis Morita, City Manager

///
///

1 **ATTEST**

2

3 By: _____
4 Blanca Acosta, Clerk of the Board
County of Imperial, State of California

5

6 **APPROVED AS TO FORM**

7 Eric R. Havens,
8 County Counsel

9

10 By: _____
11 Mistelle Abdelmagied
Assistant County Counsel

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

ATTEST

By: _____
Kristina Shields, City Clerk
City of Imperial, State of California

APPROVED AS TO FORM

City of Imperial,
Office of the City Attorney

By: _____
Katherine Turner
City Attorney



IMPERIAL COUNTY SHERIFF'S OFFICE

Fred Miramontes
SHERIFF • CORONER • MARSHAL



June 23, 2023

Imperial County Sheriff's Office Summary Quote to provide services for the City of Imperial (Police) Dispatch and Communications Services

Scope of Service

1. Dispatching radio communications services for twenty (24) hour per day, seven days a week.
2. 911 emergency dispatch services for police calls for service.
3. Use of California Law Enforcement Telecommunication System (CLETS) through ICSO.
4. Benefit of ICSO Dispatch/Communication Center equipment to include:
 - a. Motorola MCC 7500 consoles
 - b. Russ Basset Console position
 - c. Verint Voice Logging Recorder system
 - d. AT & T 911 VETA system

Annual Cost:	\$ 260,000.00	fiscal year (2022-2023)
	\$ 280,000.00	fiscal year (2023-2024)
	\$ 300,000.00	fiscal year (2024-2025)

Additional Cost not provided:

1. Monthly telephone services associated with trunking and other reporting telephone lines.
2. Unforeseen or needed capital expenditures, to be mutually agreed upon by both parties.

Manuel De Leon, Chief Deputy
Imperial County Sheriff's Office
(442) 265-2004

DATE SUBMITTED 08/09/2023
 SUBMITTED BY Imperial Police Dept.
 DATE ACTION REQUIRED 08/16/2023

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;

APPROVAL OF (MOU) AGREEMENT BETWEEN POLICE SAFETY CADET PROGRAM AND
IMPERIAL POLICE DEPARTMENT.

- ACCEPTANCE OF REINSTATING IMPERIAL POLICE DEPARTMENT YOUTH DEVELOPMENT PROGRAM.

DEPARTMENT INVOLVED: POLICE DEPARTMENT

BACKGROUND/SUMMARY:

The Imperial Police Dept. has been in contact Public Safety Cadets (PSC) which is a newly form non-profit youth outreach program, tailored specifically for youth interested in law enforcement. (PSC) has created an education curriculum / skill building program that allows participating police agencies to work with youths within their communities, to include oversight responsibilities, equipment list, minimum activities and program insurance - both agency and cadets.

The MOU has been reviewed and is recommended for approval (See attached backup info.)

FISCAL IMPACT:

Projected Reoccurring Cost:

\$20.00 Annual Registration - Police Agency
\$300.00 Annual Registration fee - \$15.00 per cadet
\$75.00 Annual Registration fee – (5) officers / mentors
 (All liability insurance included)
\$395.00

Funding: 01-210-5332 – Supplemental Fund - youth outreach programs (\$395.00)

FINANCE
INITIALS

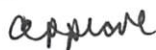


STAFF RECOMMENDATION:

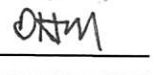
DEPT.
INITIALS



CITY MANAGER'S RECOMMENDATION:



CM
INITIALS



MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

APPROVED () REJECTED ()
 DISAPPROVED () DEFERRED ()

REFERRED TO:



IMPERIAL POLICE CADETS

Post 1904

Manual

Index

- 0100 Program Authority and Organization**
- 0200 Post Command Authority**
- 0300 Eligibility**
- 0400 Application Fee**
- 0500 Training**
- 0600 Post Activities**
- 0700 Use and Operation of Vehicles**
- 0800 Standard Police Cadet Uniform**
- 0900 Conduct and Discipline**
- 1000 Performance of Duty and Ethics**
- 1100 Evidence and Property**
- 1200 Information, Investigation and Records**
- 1300 Public Relations and Information**

Appendix

0100 PROGRAM AUTHORITY AND ORGANIZATION

0101 DEPARTMENT POLICY

The Imperial Police Cadet Program is an official program of the Imperial Police Department.

The Chief of the Imperial Police Department shall be the final authority on all matters pertaining to the operation procedures of the Police Cadet Program.

0102 GENERAL ORGANIZATION

The Cadet Post is organized into squads. The Captain, Lieutenant or their designee will make the squad assignments.

0103 POST OFFICERS

The following rank structure exists within the Post membership. POST EXECUTIVE OFFICERS

One Cadet is assigned to each of the following ranks and shall remain in that rank for a period of one year, unless terminated by resignation or suspension.

CAPTAIN: Highest rank in the Post organization. The Captain is responsible for the administration of the Post. The Captain will delegate administrative duties to the Post executive officers, as he or she sees fit. The Captain may issue orders to Cadets under his/her command. Only a Police Officer may give an order that supersedes the Captain's.

Lieutenant: Second Highest rank in the Post. The responsibilities include, but are not limited to, assisting the Post Captain in his/her duties and shall be considered in full command in the absence of the Captain. Duties of the Lieutenant will be designated by the Post Captain.

SQUAD OFFICERS

SQUAD SERGEANT: The Squad Sergeant is responsible for keeping Cadets in his/her squad well informed about meetings, upcoming details and other such duties as directed by the Executive Staff. It is the responsibility of the Sergeant to call each member of his/her squad at least once a week or as necessary in order to inform them about events and new procedures. The Squad Sergeant will be held accountable for:

Cadets who have not been informed of current events and procedures. It is also the responsibility of the Squad Sergeant to bring to the attention of the Executive Officers, changes in the status of the Cadets in his/her Squad.

SQUAD CORPORAL: The Squad Corporal has the responsibility of assuming the duties of the Squad Sergeant in his/her absence. Other duties will be directed by the Executive Officers and the Squad Sergeant.

BASIC LEVEL CADET: Upon successfully completing the 90-day probationary period, the Cadet candidate will become a Basic Level Cadet.

POLICE CADET CANDIDATE: Upon the acceptance of his/her application to the Imperial Police Cadets, the individual will be considered a probationary member until the completion of the 90-day probationary period. Police Cadet Candidates are required to successfully pass a screening process, to be set by the Post Advisors before becoming a Basic Level Cadet.

103.1 SELECTION PROCESS OF POST OFFICERS

To ensure a fair process in the selection of Post Officers, the procedures set forth below shall be followed. Any Cadet shall be considered eligible to apply for a position as Sergeant or Corporal provided he/she has a minimum of one-year membership in the Post. A Sergeant or Corporal may apply for the Rank of Lieutenant. A Lieutenant may apply for Captain.

Each applicant must submit, in writing, a resume and his/her reason for applying. The application will take no special form, but must be typed or computer generated. The successful completion of a written test may be a requirement for promotion. Applications must be submitted to the Senior Post Advisor by the previously published deadline.

The Senior Post Advisor will appoint a selection board to review applications and test scores, as well as an applicant's service records. The selection board will seek performance evaluations from each applicant's immediate supervisor within the Post.

Announcement of the candidates promoted will be made as soon as possible.

0103.2 REPLACEMENT OF POST OFFICERS

From time to time, it may be necessary to promote a Cadet to fill a vacant position. It will be the responsibility of the Post advisors to develop a process for the replacement of any vacant position.

0104 ADULT LEADERS

The Post maintains a group of police officers and civilian employees to serve as advisors to the Post's leadership.

0104.1 SENIOR POST ADVISOR

The Senior Post Advisor will be responsible for the activities of the Police Cadet Program and will coordinate all activities and be in compliance with the Imperial Police Department Directives. In addition, he/she will act as program liaison to the Public Safety Cadet and handle any inquiries or correspondence from agencies outside of the County Government. The Senior Post Advisor will be responsible for the content of Post meetings, training sessions, field activities and volunteer activities.

0104.2 ASSISTANT POST ADVISORS

The Assistant Post Advisors are to assist the Senior Post Advisor with his/her duties. He/she will also assume the duties of the Senior Post Advisor in his/her absence.

0105 DEPARTMENT REPRESENTATIVE

The Department of Police Management Representative will be the Office of the Chief.

0200 POST COMMAND AUTHORITY

0201 LINE OF CONTROL

Lines of control are established in conformity with the organization of the Department to:

- Permit delegation of authority
- Place responsibility
- Provide for supervision of the operation
- Provide for coordination of effort

0202 DELEGATION OF AUTHORITY

The Post Captain shall assume command during any Cadet function. In the absence of the Captain, command will revert to the Lieutenant, or the Captain may delegate such authority to a Senior Cadet, the Cadet-in-Charge for the detail only.

0203 CADET-IN-CHARGE

0203.1 CIC:

From time to time, it may be necessary to designate a Cadet to be in charge of a detail because of the absence on an Executive Post Officer. Whenever possible, the Cadet-In-Charge (CIC) should be designated by the Captain or his/her designee prior to the detail or event. At any event where an CIC has not been designated by the Post Executive Officers, the Advisor in Charge will designate a Cadet to act in the capacity of CIC.

0203.2 CIC DUTIES:

The CIC will be in complete command over all Cadets participating at that detail. All orders from the CIC will be obeyed to the same degree as those from an adult leader or Post Executive Officer. While the CIC is in command, he/she shall be responsible for taking attendance and notifying a Post Executive Officer of the attendance as well as reporting how the detail or event went.

0203.3 The CIC will act as a liaison for the Post Executive Officers at that detail.

0203.4 FAIRNESS:

The Cadet directed to act as CIC will make clear commands that are designed to achieve maximum efficiency. This authority shall be exercised with firmness and impartiality. Under no circumstances will personal attitudes influence decisions.

0204 CHAIN OF COMMAND AND RANK STRUCTURE FOR NON-RANKING CADETS

0204.1 The chain of command is to be respected at all times. Information and communication should move up and down through the chain of command.

0204.2 All Police Cadet Candidates, after completion of a 90-day probationary period, shall be designated as Basic Level Cadet.

0205 CONFLICT OF ORDERS

0205.1 In the event of a conflict of orders, the Cadet shall respectfully call such conflict to the attention of the Cadet or Advisor giving the order. Should the last person giving the order fail to resend the order, the order shall be carried out.

0205.2 The Cadet shall not be held responsible for disobedience of any former order or for and violation of the rules in obeying the last given order.

0206 SPECIAL COMMITTEES

From time to time, it will be necessary to establish a committee for the benefit of the Post. Examples include social committees, fundraising committees, etc. If the need arises for a committee, the Post Captain will appoint a committee leader. A date will be assigned to report the committee's findings to the Senior Post Advisor and the Post Captain.

0300 ELIGIBILITY

0301 AGE and Grade

The minimum age and grade requirement are:

- Student must be at least 14 years old and in the ninth grade.
- No person can participate in the Explorer program upon reaching the age of 21 years.

0302 STANDARDS

The following standards apply to all applicants for membership in the Cadet program:

- Be free of physical, emotional, or psychological defect that may cause injury to themselves or others while participating in the program.
- Be a resident of the City of Imperial.
- Be able to pass a background check.

- Be enrolled in an educational program with a minimum of a 2.0 GPA whenever grades are issued.
- Be of good character and reputation.

0303 SELECTION OF APPLICANTS

Applicants apply to the Post by attending the Cadet Open House and completing all Post membership application forms. In addition, Police Cadet Candidates will be required to complete a selection process that shall include a background investigation.

0304 APPLICATION PROCESS

0304.1 The membership packet must be completed before an applicant shall be considered.

- Membership Application
- Notice of Probationary Period
- Media Release
- Consent for the Release of Information
- Background Investigation
- General Release from Liability

0400 APPLICATION FEE

0400.1 All persons submitting an application for membership into the Post may be required to pay an Application Fee. The amount will be determined by the Post Advisors and it will be made known to the public.

0400.2 If a Cadet resigns or is dismissed from the Post, there will be no refund of the application fee.

0500 TRAINING

0501 Training courses will consist of lectures, demonstrations, and practical exercises.

0502 Specialized training will be developed, as the need exists, for Cadets who wish to gain additional expertise in various field areas.

0503 Prescribed training will be altered, during competition years, in order to prepare for the Cadet Academy or any other competitions.

0600 POST ACTIVITIES

0601 Post activities are divided into the following major areas:

- Job oriented
- Educational
- Social and Recreational

0602 JOB ORIENTED ACTIVITIES

0602.1 Job oriented activities are designed to familiarize Cadets with the nature and complexity of law enforcement. These activities are to be non-hazardous in nature and may include, but not limited to:

- Assisting with crowd and traffic control
- Assisting the Imperial Police with security at city events
- Assisting officers on patrol
- Assisting the Investigative Unit, Records and other divisions of the Imperial Police Department as requested.
- Providing community services to the public

0602.2 Cadets are assigned to activities on the basis of their training, abilities, experience, and maturity.

0603 RIDE-A-LONG PROGRAM

0603.1 All Cadets eligible to participate in the Ride-A-Long program must be approved by the Advisor in charge of the program.

0603.2 All Cadets must notify the designated adult advisor of their intent to go on a Ride-A-Long at least 24 hours prior to the scheduled ride.

0603.3 It is the policy of the Cadet Post that all Police Department and community requests for assistance will take precedence over the Ride-A-Long program.

0603.4 Responsibilities of Cadets on patrol duty:

- To ensure prompt appearance on scheduled days and assigned details
- Appear in proper uniform, grooming consistent with the Cadet rules and regulations
- Present him/herself in a professional manner
- Obey all orders and directives of the supervising officer

0604 DETAILS

0604.1 All requests for service, from the Department or civic organizations, are considered a primary obligation of Post 1904.

0604.2 Any Cadet failing to appear for a detail will be subject to severe disciplinary action.

0605 ACTIVITY SHEETS

0605.1 Each Cadet is to maintain an activity sheet of the number of hours that he/she has contributed to the city and to the Department. This activity sheet is to be turned in at the end of each month to the designated Cadet.

0606 USE OF COMMUNICATIONS EQUIPMENT AT POST ACTIVITIES

0606.1 Police Cadets are not to use city communication equipment for personal, social, or unofficial purposes.

0606.2 Portable radios may not be removed from their charging stations without permission from an Advisor.

0606.3 Rules for use of communication equipment will be set out by the Post Advisors.

0607 WEEKLY MEETINGS

0607.1 Post meetings will begin promptly at 1830 hours with formation and roll call. A portion of the Post meeting will be devoted to training. No guests are permitted into Cadet meetings without prior authorization. The Post Captain will establish a standard schedule for weekly meetings.

0608 SOCIAL AND RECREATIONAL ACTIVITIES

These activities will be developed and carried out by the Cadets with the knowledge and permission of the adult advisors.

0700 USE AND OPERATION OF VEHICLES

0701 Police Cadets driving any type of vehicle, while in full uniform, shall not violate any traffic law. Cadets will set a good example for other drivers.

0702 Police Cadets shall not drive any city owned vehicle, unless in an extreme emergency. Cadets may drive a city vehicle only upon approval of an Officer in charge and then only in compliance with the regulations set forth by the City and the Imperial Police Department.

0703 In the event of an accident or damage to any city or privately owned vehicle being operated in the service of the city, on the way to or on the way home from a Cadet detail, said operator will:

- Remain at the scene until a police report is taken by the local and proper jurisdictional agency
- Promptly notify his/her supervising officer or Senior Post Advisor
- Promptly prepare the necessary department forms as instructed.

0800 STANDARD POLICE CADET UNIFORM

0801 ISSUED ITEMS

The standard uniform, as described below, will be issued to both male and female Cadets. It shall consist of the following items:

- Badge (according to Post policy)
- Uniform (shirt, pants, boots, belt) and Patches
- Citation pins/ Ribbons

- Equipment (Duty belt, flash light pouch, handcuffs, handcuff pouch, radio pouch, keepers)

0802 OPTIONAL ITEMS

0802.1 All pins must be approved by an Advisor prior to it being placed on the uniform. Not more than one item can be worn above the nameplate with the exception of the ribbons earned by that Cadet.

0802.2 Police Cadets may carry a flashlight and medical pouch on their uniform.

0803 Absolutely no slapjacks, batons, or weapons of any type are to be worn to any Cadet function. Cadets are not police officers.

0803.1 Cadets should not have, in their possession, any knife that is: (A) more than four inches in length open or closed, (B) is equipped with a locking blade, or (C) violates any law. ANY Cadet found in possession of a knife that violates this rule shall be given a written notice of such violation on the first offense. This notice shall be a permanent part of that Cadet's record. Any subsequent violations shall result in that Cadet being dismissed from the Post.

Multi-tools such as leather men are exempt.

0804 PURCHASE OF UNIFORM/EQUIPMENT

1 Cadet uniform and duty belt will be issued to each Cadet by the Imperial Police Department.

0805 RETENTION OF THE UNIFORM/EQUIPMENT

0805.1 Any and all articles of clothing or equipment issued by the Department to a Cadet remain the property of the Imperial Police Department. Upon separation from the Cadet Post, for any reason whatsoever, each Cadet shall promptly return issued items.

0805.2 Any and all Cadet property may be retained by the Post as the result of disciplinary action.

0805.3 Failure to comply with this section may constitute a violation of the State Criminal Code.

0806 MAINTENANCE OF UNIFORMS

0806.1 Cadets are expected to maintain their uniforms in clean condition and in good repair.

0807 UNIFORM REGULATIONS

0807.1 Uniforms must be worn in their entirety. The partial wearing of a uniform presents a poor image; therefore, it is strictly prohibited.

0807.2 Uniforms will be worn for official functions such as training sessions, details, patrol functions, meetings, or any occasion when authorized by a Post advisor or the Post Captain.

0807.3 The wearing of a duty jacket when not in uniform is prohibited.

0807.4 Uniforms shall only be worn to approved activities.

0807.5 No Cadet will carry a badge wallet on or off duty.

0807.6 Under no circumstances will any Cadet carry pepper/OC spray of any kind on his/her person.

0808 INSPECTIONS

It is important to present a neat appearance at all times. To gain compliance with this, informal inspections may be held at any time.

0808.1 Advanced notice will be given prior to a formal inspection. Cadets failing the formal inspection will receive a written warning. The warning will remain in the Cadet's file for a period of one (1) year. Informal inspections may be held at any time and written warnings will not be issued.

0808.2 Cadets wishing to appeal a failed inspection must do so before the close of the meeting by bringing your request to the attention of a Post Executive Officer.

0809 BODY ARMOR

0809.1 All Explorers participating in a Ride-A-Long will be required to wear an armored vest for the duration of the shift.

0809.2 The vest will be worn under the uniform shirt. Every attempt will be made to conceal the vest under the shirt.

0809.3 Every Explorer (Basic or Advanced) who participates in the Ride-A-Long program will be required to sign out a vest at the meeting prior to the scheduled ride.

0809.4 All vests must be returned by the first scheduled meeting after the ride. The process must be repeated for EACH Ride-A-Long.

0809.5 Vests not returned in a timely manner will result in the suspension of Ride-A-Long privileges.

0809.6 Once a vest has been signed out by a Cadet, that Cadet is responsible for the vest until it is returned. Cadets will be required to replace the vest if it is lost or stolen.

0900 CONDUCT AND DISCIPLINE

0901 GENERAL BEHAVIOR

A Police Cadet will not act or behave privately or officially in a manner as to bring discredit upon his/herself or this Department. Members will not violate and federal Statute, State Law or Local Ordinance.

0902 CONFORMANCE WITH DEAPRTMENTAL POLICY AND PROCEDURE

It is the responsibility of every Cadet to become familiar with and conform to the policies and procedures of this Department.

0903 INFRACTIONS

All infractions, minor or serious will be brought to the attention of the Senior Post Advisor through the chain of command.

0904 DISCIPLINARY ACTION, WARNINGS, AND DISMISSAL

0904.1 Police Cadets who violate any rules, regulations or policies of the Police Cadet manual will be subject to discipline.

0904.2 The Senior Post Advisor will have full discretion over all disciplinary action.

0904.3 MISSED DETAILS

Cadets who fail to attend details or Post activities, for which they are scheduled, will be disciplined.

0904.4 INCARCERABLE OFFENSES

The Post Disciplinary Advisor or the Explorer Disciplinary Board may set disciplinary action for incarcerable offenses in the following manner:

First offense: The first offense will result in immediate dismissal from the Post.

1000 PERFORMANCE OF DUTY and ETHICS

1001 GENERAL CONDUCT

While on duty, all Police Cadets will be governed by the following:

It is important that Cadets display courtesy at all times. This is especially true when in public and conversing with citizens. Cadets should refer to people by rank or title and address them by : Sir” or “Ma’am”.

Cadets will direct and coordinate their actions in a manner that will establish and maintain the highest standards of efficiency.

1001.1 Cadets will not disregard any reasonable order from a superior officer or display disrespectful attitude, improper language, or verbal threats towards any officer, any Cadet or any citizen.

1002 ATTENDANCE

1002.1 A Police Cadet will be absent only with proper notification to their immediate supervisor. Notification will be made in a timely manner (at least two hours prior to reporting for duty). Exceptions will be made in the event of sickness, injury, or if the Police Cadet's immediate family keeps him/her from reporting for duty.

Cadets will be punctual in reporting for duty at the time and place designated by the Post Officer or the Post Advisor. Habitual failure to report promptly at the specified time and place will be deemed neglect of duty. This includes all Post meetings.

1002.2 Tardy is defined as being a minimum of five minutes or more late for a Post meeting or detail. Two unexcused tardy will count as an absence.

In the event that the Post provides transportation, Cadets who arrive late as a result of that transportation will be excused.

1002.3 It is the responsibility of the Cadet arriving late to alert his/her immediate supervisor so they will not be counted as absent.

1003 ACCEPTANCE OF BRIBES, REWARDS, LOANS, GIFTS, FAVORS

1003.1 A police Cadet will not accept a bribe or engage in any act of extortion. A Cadet will not use any unlawful means of obtaining money or property through his/her position with this Department's program.

1003.2 A Cadet will not accept, either directly or indirectly, a gratuity, fee, loan, reward or gift of any kind from persons through his/her position with this Department's program.

1003.3 Any Cadet who violates section 1003 will be subject to severe discipline. Immediate dismissal may be considered for infractions of section 1003.

1004 CONDUCT TOWARDS OTHERS

1004.1 Cadets will conduct themselves in a manner that will foster the greatest harmony and cooperation between themselves and the units of the Department, as well as the public. At no time shall a Police Cadet use coarse, profane or insulting language, nor will a Cadet use uncomplimentary or threatening terms of speech towards any individual.

1004.2 At no time will any Cadet make a false statements or claims to any individual.

1005 COURTESY – CEREMONIAL – PATRIOTIC

1005.1 Police Cadets representing the Department as escorts or guards of honor will wear the full official uniform. The uniform will be exceptionally neat, clean and overall well maintained.

1005.2 On approach of the flag of the United States of America, uniformed Police Cadets shall face the flag and render a military salute. Cadets in civilian clothes shall stand; if wearing a cap or hat, it should be removed.

1006 DISORDERLY CONDUCT

Police Cadets will not be disorderly or intoxicated at any time, nor will they consume any alcoholic beverage while on duty, or while wearing any part of the uniform. This includes any off duty wear.

Any Cadet taking a prescription drug that could affect his/her performance or attitude should give proper notification in writing to a Post Executive Officer or Post Advisor.

1007 INCOMPETENCE

Police Cadets may be deemed incompetent and subject to disciplinary action for the following reasons:

- Display reluctance to properly perform their duties as assigned.
- Act in a manner that brings discredit to themselves or the Department.
- Fail to assume responsibility or exercise diligence, intelligence and interest in the pursuit of their duties.
- Violate Department policy, rules and regulations.

1008 PERSONAL APPEARANCE

1008.1 Police Cadets will make every effort to present a neat and clean appearance. Hair should conform to Departmental standards.

1008.2 Official uniforms shall always be kept as neat as possible. Leather accessories will be kept dry and clean and metal parts will be shined and serviceable. The Post uniform shall be worn either completely or not at all.

1008.3 Cadets are subject to periodic inspections to ensure proper maintenance of their uniforms.

1008.4 While on duty, Police Cadets may only wear chains or necklaces, which are not visible above the uniform.

1008.6 Police Cadets will bring with them P/T clothes to every regularly scheduled meeting.

1009 STANDARDS FOR MALE CADETS

- Absolutely no body piercings, that includes earrings.
- An engagement ring and/or wedding band or class ring is acceptable jewelry that can be worn with the uniform. Any other jewelry must be cleared through the Post Executive Officers via the chain of command.
- Hair: Must be neatly groomed at all times and must not extend beyond the mid-point of the ear or below the back of the shirt collar.

- Sideburns must be neatly kept at all times.
- Sideburns may extend only to the lowest point of the ear lobe.
- Facial Hair: Face must be neatly shaven.
- A mustache is permitted as long as it is neatly kept and does not extend below the upper lip.

1010 STANDARD FOR FEMALE CADETS

- Females are allowed to wear small stud earrings.
- An engagement ring and/or wedding band or class ring is acceptable jewelry worn with the uniform. Any other jewelry must be cleared through the Post Executive Officers via the chain of command.
- Hair: Long hair must be kept in a neat fashion off of the collar. Short hair must not extend beyond the collar in the rear. Only black or blue fasteners may be worn.

1011 RECOMMENDING LAWYERS OR BONDS PERSONS

Cadets will not recommend or suggest the name or employment of any person, firm or corporation to act as an attorney, counsel or bonds person.

1012 SLEEPING ON DUTY

A Police Cadet will not sleep while on duty unless authorized to do so.

1013 SMOKING

Police Cadets will not smoke while on duty. Any Cadet caught smoking while on duty or in uniform will receive severe disciplinary action. This includes smoking on breaks at Cadet meetings.

1014 USE OF CONTROLLED SUBSTANCES

A Police Cadet will not use, sell, possess or manufacture any controlled or dangerous substance unless properly prescribed by a physician. Cadets will not report for duty while under a physician's care and influence of such drugs unless they have received permission from the Post Captain or Senior Post Advisor.

1015 ELIGIBILITY FOR MEMBERSHIP BASED ON ACADEMIC STANDARDS

A Police Cadet's academic standing will take precedence over membership in this organization. A Cadet's academic status is subject to review at any time.

1016 HARASSMENT IS A FORM OF DISCRIMINATION

Harassment or discrimination, in any form, that is based on race, color, national origin, religion, sex, sexual orientation or any other basis is in violation of the Police Department and the Cadet program.

1017 SEXUAL HARASSMENT

1017.1 Sexual harassment on the basis of sex is a violation of Federal, State and County law. It is the policy of the Imperial Police Department and this Cadet Post that Sexual harassment will not be condoned. Sexual harassment is an infringement of an individual's right to function in an environment free from unwanted sexual attention and sexual pressure of any kind. Sexual harassment has occurred any time a feeling that sexual threat or harm has been brought upon another person.

1017.2 Sexual harassment can come from a person of either sex against a person of the opposite or same sex. This applies to peers or the public as well as supervisors and subordinates.

1018.3 Sexual harassment includes but is not limited to:

- Privately or publicly made suggestions of or for sexual behavior
- Displaying of private parts of the body
- Suggestive motions, movements or statements
- Gratuitous flirting
- Dirty jokes
- Unwanted touching
- Sexual comments about any Explorer, either verbally, written, texted or sent on social media.

1100 EVIDENCE AND PROPERTY

1101 EVIDENCE

1101.1 Police Cadets shall not fabricate, withhold or destroy evidence of any kind.

1101.2 Police Cadets shall deliver, to the proper custodian, any monies or other property not his own which comes into his possession.

1102 PROPERTY DAMAGE

Police Cadets shall promptly submit a written report of any damage to County or personal property resulting from the execution of their official duties or responsibilities.

1103 RETURN OF CITY PROPERTY

1103.1 When a Police Cadet is suspended, resigns or is separated from the Police Cadet program, for any reason whatsoever, he/she shall return all City property in his possession to Post Executive Officers or an Advisor.

1200 INFORMATION, INVESTIGATIONS AND RECORDS

1201 REPORTING INFORMATION

1201.1 A Police Cadet shall properly report any information given to him/her in good faith that might indicate the need for action by the Department.

1201.2 A Police Cadet has no police power; therefore, he/she shall not actively seek out violations of the law, unless directed to do so.

1202 PERSONAL INFORMATION

A Police Cadet shall provide the Department or Post with his/her correct name, home and e-mail address, telephone numbers and the name of a person to be notified in case of an emergency. The Cadet shall be responsible for keeping his/her District Sergeant informed of any changes.

1203 CONFIDENTIAL INFORMATION

The official business of the Department is confidential. Cadets shall only discuss or give official information for the following reasons:

- To persons for whom the information is intended
- As directed by their supervisors
- Under due process of the law

1204 INVESTIGATIONS

Incident investigations shall be conducted in an impartial and objective manner. The purpose is to disclose and report all facts relevant to the matter, whether or not such may be favorable to the individual.

1204.1 If requested to make a statement in the course of an official departmental investigation, Police Cadets will not make false statements when questioned or interviewed or in reports submitted.

1205 RECORDS

1205.1 Police Cadets shall not remove any official record of the Department except as directed by their supervisor or under due process of law.

1205.2 Cadets shall not make false official records. They shall not knowingly or willingly enter or cause to enter into any Department book, record or reports any inaccurate, false or improper Police information or material matter.

1300 PUBLIC RELATIONS AND INFORMATION REQUESTS

1301 GENERAL CONDUCT

To facilitate accomplishment of the Department's objectives, each member shall strive to gain public support and win friendly citizen cooperation in Departmental programs and procedures. The attitude of each member shall be one of service and courtesy, but not of servility and or softness. In nonrestrictive

situations, the Police Cadet should be pleasant and personable. On occasion and when firmness is called for, The Cadet will make every attempt to avoid the appearance of rudeness.

1302 PUBLIC APPEARANCES - WRITING

When identified as a Police Cadet of this Department, members (unless authorized to do so by the Chief of Police, through the Senior Post Advisor), shall not:

- Address a public gathering
- Appear on radio or television programs
- Write articles or manuscripts for publication
- Discuss any event, policy, Post or Department information with members of the press

1303 COMPLAINTS AND INFORMATION

Police Cadets receiving inquiries from the public concerning complaints and information shall, refer the person to the appropriate Police Department or Senior Post Advisor. Cadets shall be courteous in their reply and whenever possible, thereafter, notify the Senior Post Advisor. This does not preclude assistance of Cadets who are present when an emergency occurs.

1304 ASSISTANCE REQUESTS

Police Cadets shall not respond to the location on any emergency operations, disaster, police call, etc., unless specifically ordered to do so by an authorized person of this Department. If so ordered to, the Police Cadet shall immediately or as soon as possible thereafter, notify the Senior Post Advisor. This does not preclude assistance of Cadets who are present when an emergency occurs.

1305 SEARCH AND RESCUE

Cadets shall not initiate search and rescue operations without full consent and approval of the Department unless information or observation indicates the necessity for immediate action. In these instances, Cadets shall act in the best interest of the victim and shall advise the Department and the Senior Post Advisor, as soon as possible.

Imperial Police Department

Cadet Post 1904

Warning Notice I

Date: _____

Cadet: _____

According to our Post Rules and Regulations, you have been found to be in violation of

Section _____; additionally, in accordance with the rules and regulations of this

Post, this letter will be placed in your Post file for one year from the above date.

**** This form must be combined with a disciplinary action follow up****

Explanation of conduct

District Sergeant / Corporal's Signature: _____

Supervisor's Signature: _____

Post Disciplinary Advisor's Signature: _____

Imperial Police Department

Cadet Post 1904

Warning Notice II

Date: _____

Cadet: _____

According to our Post rules and regulations, you have been found or have been found or have admitted to be in violation of Section _____. As this is the second infraction of the Post rules and regulations, you are either ineligible for rank for the upcoming year; or if you currently possess rank, you are now officially relieved of such rank.

****This form must be combined with a disciplinary action follow up****

Explanation of conduct

District Sergeant / Corporal's Signature: _____

Supervisor's Signature: _____

Post Disciplinary Advisor's Signature: _____

IMPERIAL POLICE DEPARTMENT

Cadet POST 1904

DISCIPLINARY ACTION FOLLOW UP

Cadet in violation: _____ ID# _____

Date of violation: _____

Date of conference: _____

Section of violation: _____

Description of violation: _____

Cadet's explanation: _____

Action taken:

_____ Conference with Cadet

_____ Suspension of Cadet Rank

_____ Demotion Demoted to: _____

_____ Suspension of Cadet (amount of time _____)

_____ Dismissal of Cadet

_____ Other

Cadet Signature: _____

Administrative Cadet Officer: _____

Post Disciplinary Advisor: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
PUBLIC SAFETY CADETS
AND THE
IMPERIAL, CALIFORNIA POLICE DEPARTMENT
REGARDING
A PROGRAM TO EDUCATE AND MENTOR YOUTH**

1. **PARTIES.** The following Parties hereby enter into this Memorandum of Understanding (MOU): Public Safety Cadets (PSC), a Commonwealth of Virginia Nonstock, Nonprofit, Corporation and the following named agency/organization:

Imperial, California Police Department

2. **BACKGROUND.** PSC was established as a nonprofit corporation on September 11, 2018 to mentor young adults in order to help them become contributing members of the community by providing knowledge, skills and practical experiences through education and training delivered in the workplace by public safety professionals that build character, physical fitness, and respect for the rule of law and human and civil rights.

3. **PURPOSE.** The purpose of this MOU is to document the conditions for participating in the program and events operated and maintained by Public Safety Cadets in order to establish a mutually beneficial relationship by the Parties to foster a greater understanding between youth and the public safety organizations within their community through the use of PSC programs and resources.

4. **RESPONSIBILITIES.**

A. **Public Safety Cadets:** Is responsible for:

1. Providing outreach, support, service, structure, governance, guidance and standard operating procedures to assist the participating agency/organization succeed in their use of the PSC program.
2. Obtaining general liability and supplemental accident medical insurance to cover all registered participants in their official and individual capacities against personal liability judgements arising from official Public Safety Cadet activities. Coverage details are available on the PSC website or by request.
3. Providing education and training to adult Mentors and volunteers to include Public Safety Cadets Youth Safety and Abuse Prevention Training.

4. Organizing national and regional PSC events, to include conferences, competitions, leadership academies, career fairs and instructional seminars.
5. Providing a library of resources to help implement, manage and grow a PSC unit successfully.
6. Seeking and promoting scholarship opportunities for PSC youth participants.
7. Establishing proficiency and special awards for recognition of achievement.
8. Seeking academic credits for community service by PSC participants.
9. Promoting the establishment of a recruiting pipeline and pathways for employment with public safety organizations.
10. Promoting the PSC organization and its goals nationally.

B. Participating Agency/Organization: Is responsible for:

1. Designating an adult member of the agency/organization to act as the lead Mentor who will work directly with a registered unit. Each unit will be led by a designated adult Mentor. Other adult mentors may be designated or participate as volunteers with registered units as determined by the participating agency/organization.
2. Conducting screening to assure that only adults found suitable for mentoring young adults are allowed to participate in the PSC program. Screening will include criminal history; motor vehicle operation certification and credit worthiness as may be applicable to the position within the PSC unit.
3. Assuring that each adult and youth participant is properly registered with the PSC organization.
4. Ensuring that a minimum of two adult Mentors are present during all meetings, training sessions, events and activities with Cadets to provide a "Two-Deep" supervisory environment at all times.
5. Assuring all adults participating in the PSC program complete the required Public Safety Cadets Youth Safety and Abuse Prevention Training within the specified time period.
6. Providing facilities adequate for program participants to assemble, hold meetings and associated training on a regular basis with time and place reserved.
7. Abiding by the PSC Standard Operating Procedures (SOP) as posted on the PSC website. The SOP may be updated from time to time, with notice to Participating Agency/Organization at the Point of Contact identified in Addendum A hereto, to provide timely and pertinent program guidance. The participating agency/organization may add more stringent requirements to unit SOPs, but may not dilute them as to impair the intent therein.
8. Participating in periodic self-assessments and program reviews with Public Safety Cadets to assure that mutual goals and expectations are being met.
9. Sharing, as practicable, information, metrics and associated data on PSC program participants that achieve employment in public safety professions.

5. **POINTS OF CONTACT.** All Parties will designate a Point of Contact (POC) who will be familiar with the provisions of this MOU and will be available during customary business hours or as practicable. The head of the agency/organization, or their authorized designee, will designate a Lead Mentor for each registered unit. The POC may also be the same as the Lead Mentor. Contact information for the POC and designated Lead Mentor and any additional designated Mentors are set forth in Addendum A.
6. **LIMITATIONS OF LIABILITY.** PSC shall not be liable for participating agency/organization's acts or omissions, including participating agency/organization's failure to abide by the responsibilities in this MOU. The Participating Agency/Organization shall not be liable for PSC's acts or omissions, including PSC's failure to abide by the responsibilities in this MOU. Except as otherwise provided herein, if both PSC and the Participating Agency/Organization are liable for any claims, damages or attorney fees arising from any negligent or illegal acts or omissions taken in connection to this MOU, then PSC and Participating Agency/Organization shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that party as determined by the court adjudicating the matter or as agreed in any settlement. Nothing in this MOU waives or alters the Participating Agency/Organization's entitlement to governmental immunity pursuant to applicable law.
7. **INTELLECTUAL PROPERTY.** Either Party may use the other Party's name, logo, materials, and other data or materials as may be provided in connection with this MOU, pursuant to PSC's Standard Operating Procedures and/or other direction given by the disclosing Party.
8. **NO OBLIGATION OF FUNDS.** This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to budgetary processes and availability of funds and resources pursuant to applicable laws, regulations, and policies. Unit and Individual Registration Fees will be established and communicated by PSC in the year preceding collection.
9. **EQUIPMENT.** The Parties will use their own equipment and personnel to complete their portion of this MOU.
10. **REPORTING REQUIREMENTS.** The Parties agree to cooperate in meeting any reporting requirements and will coordinate with each other before responding to any such requirements.
11. **SETTLEMENT OF DISPUTES.** Disagreements between or among the Parties arising under or related to this MOU will be resolved only by consultation between or among the Parties.
12. **OTHER PROVISIONS.** This MOU is not intended to conflict with current laws or regulations applicable to the Parties. If any term of this MOU is inconsistent with such authority, then the term shall be invalid, but the remaining terms and conditions of this

MOU shall remain in full force and effect.

13. **CHANGE IN MANAGEMENT.** Should the head of agency/organization change, this MOU may be terminated early, or reissued bearing the name and signature of the new agency/organization head, or their authorized designee, as soon as practicable. The terms of this MOU will remain in effect until the reissued MOU is completed and the participating agency/organization remains registered in good standing.

14. **EFFECTIVE DATE.** The terms of this MOU will become effective on the date on which it is signed by all Parties. The MOU may be signed in counterparts.

15. **PERIODIC REVIEW.** The POCs designated by the Parties pursuant to this MOU may meet periodically or at the request of any Party to discuss and review the implementation of this MOU. Failure of the Parties to conduct periodic reviews will not result in the termination of activities provided for under this MOU.

16. **AMENDMENT.** This MOU may be amended at any time by the mutual written consent of the Parties. Modification within the scope of this MOU shall be made by the issuance of a fully executed addendum prior to any changes in responsibilities being performed. Addendum A may be modified by the written consent of the Parties.

17. **TERMINATION.** The terms of this MOU, as it may be amended, will remain in effect while the participating agency/organization remains registered annually in good standing with Public Safety Cadets. Either Party may terminate this MOU immediately upon written notice for a breach by the other Party that remains uncured after reasonable notice. Either organization may terminate its participation in this MOU upon at least 30 days prior written notice. In the event of termination, each Party will continue with full participation up to the effective date of termination.

18. **NO PRIVATE RIGHTS.** This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties, their parent or component agencies, or the officers, employees, agents or other associated personnel thereof.

The foregoing represents the understanding reached by the Parties.

[Signature Page To Follow]

APPROVED BY:

Signature of agency/organization head or designee

Date

Michael Crankshaw / Interim Chief of Police

Printed Name/Title of agency/organization head or designee
Public Safety Cadets by:

in his capacity as president
of Public Safety Cadets

Signature on behalf of Public Safety Cadets

Date

David Constantineau - President

Printed Name/Title of Public Safety Cadets Representative

ADDENDUM A

POINTS OF CONTACT

A. David Constantineau will serve as the primary POC for Public Safety Cadets. He may be contacted at: dconstantineau@publicsafetycadets.org or by calling the national office at: 703-717-8168.

B. _____ has been designated as the primary POC for the above-named agency/organization and may be contacted at: (please provide Title, Email, and telephone contact information here)

_____.

C. _____ has been designated as a Lead Mentor of a registered unit for the above-named agency/organization and may be contacted at: (please provide Title, Email and telephone contact information here)

_____.

D. Additional designated agency/organization Mentors (if any) are identified below:

Name, Title, Email and telephone contact

Name, Title, Email and telephone contact

Name, Title, Email and telephone contact

Name, Title, Email and telephone contact

(Add additional pages as necessary)

Michael Crankshaw

From: Carmen Fierro
Sent: Saturday, July 8, 2023 7:11 AM
To: Michael Crankshaw
Subject: Public Safety Cadet program
Attachments: 2023 Certificate of Insurance.pdf; Agreement & Waiver Form.dox 15Sep2020.pdf; PSC FAQs 2022.pdf; PSC_SOP_17Oct2022.pdf; PSC_Trifold_Brochure_27September2018 (1).pdf; Starting a PSC Unit in your Agency.pdf; ImperialCA_PD_draft_MOU_7Jul2023.docx

Good morning Chief! This email contains more information about the Public Safety Cadet organization which would be the alternative to the Boys Scouts of America. Getting insured through PSC would be much cheaper. I made contact with PSC and they sent me a copy of their MOU (attached) below. The representative said that if we want to move forward with their organization, we need to sign the MOU and send it back to them so we could get started with mentor and cadet enrollment. Sorry, I know it's a lot of information provided and you're a busy man 😊 Let me know if you have any questions or concerns. Once again, thank you for the opportunity and thank you for trusting me with this task.

Sent from my iPhone

Sent from my iPhone

Begin forwarded message:

From: Public Safety Cadets <info@publicsafetycadets.org>
Date: July 7, 2023 at 12:39:17 PM PDT
To: Carmen Fierro <CFierro@cityofimperial.org>
Subject: Thank you for your Inquiry
Reply-To: info@publicsafetycadets.org

Orientation Memorandum.

CAUTION: This email originated from outside the City of Imperial. **Do not click links or open attachments** unless you recognize the sender and know the content is safe.

Good day Officer Fierro,

Thank you for your phone call this afternoon. Public Safety Cadets look forward to working with you and the Imperial Police Department to serve the youth of your community. Please feel free to contact us after you have had the opportunity to review the information contained here and discussion with Interim Chief Crankshaw and his command staff.

Public Safety Cadets (PSC) is a totally new, non-profit organization established in 2018 to fill an increasing gap in communities across our nation. PSC was founded and is managed by active or retired law enforcement officers and public safety industry leaders to prepare young adults for careers and leadership in the public safety profession while creating a recruiting pipeline for agency partners.

The PSC program is more relevant now than when it was created five years ago. We are excited that the program continues to expand as agencies look for a dynamic youth outreach program with cost efficiencies. Since we opened registration four years ago there are now over 300 units in 37 states and growing. More information is available on our website: www.PublicSafetyCadets.org.

PSC differs from Law Enforcement Exploring in several respects. First, PSC was founded and is managed by active and retired law enforcement executives and public safety industry professionals to fill an increasing gap in the community. We understand the culture, sacrifice, devotion, and challenges of our unique profession. That experience and knowledge helps to establish and maintain professional bonds and support to you, your agency, and the youth in your community. Please review the resumes of the members of our Board of Directors and Advisory Board posted on the PSC website. We have many years of experience in law enforcement leadership and program

development with a focus on youth programs and major events. For over thirty years, the national LEE conference was planned and staffed by current PSC BOD members.

PSC will never ask you to conduct fund raising on our behalf. No door-to-door sales of confections or tickets to entertainment extravaganzas. The money you raise in your Unit, stays in your Unit. PSC registration fees are much lower than those of LFL while providing General Liability and Supplemental Accident Insurance with higher levels of coverage.

PSC actively works with our partner agencies to formalize recognition of successful Cadet experience to seek scholastic credit as well as non-competitive appointment to entry level sworn positions, in some cases at a step higher in pay. The Fairfax County Police Department recently adopted this approach as policy regarding members of their Public Safety Cadet Units.

PSC is focused on providing program and support to units at minimal cost by leveraging our participant numbers, national presence, and ability to seek funding from both public, private, and philanthropic sources and direct their use to offset program costs. PSC offers discounted pricing on public safety items that youth and units may need locally through group pricing.

State and Regional Associations are encouraged to partner with Public Safety Cadets. Several states have already amended their By-Laws and changed their name without changing their acronym to include membership of PSC partnering agencies.

It is our goal to foster better conversations and interactions between "Cops and Kids". PSC wants to help young people, ages 14 through 20, to see Public Safety as an appealing career choice through participation in the immersive program experience as Cadets. The Public Safety Cadets program emphasizes education, physical fitness, practical training, character, and leadership development while actively creating a recruiting pipeline for your agency.

That pipeline benefits your agency as much as it does the Cadets. A Department of Justice report on law enforcement hiring challenges concluded that:

Millennials, and now the first members of Generation Z, dominate the entry-level applicant pool. They represent the bulk of the individuals that police agencies must recruit and hire for years to come... many of today's young people do not envision spending their entire lives in a single career, much less a single job...agencies that recognize and embrace change will be on track to maintain their numbers while also filling their ranks with the types of officers that are best suited for the challenges of 21st century policing.

The Public Safety Cadets program seeks to help you meet these challenges, and importantly, to do so in a manner that does not strain limited financial resources. PSC registration fees for both agencies and cadets are minimal. Law enforcement leaders have told us that the cost of outreach programs has always been a struggle. However, with the high-level of involvement our leadership has in the industry, and through our funding efforts, PSC is dedicated to minimizing or eliminating that obstacle.

The Public Safety Cadets Program is intended to provide young adults with an educational and practical orientation into the public safety profession. For Cadets to have the type of quality experience that will permit them to better understand and appreciate the law enforcement sector, and to facilitate their acceptance by law enforcement personnel, we feel it is essential that Cadets undergo some form of a basic training program followed by periodic in-service training sessions. In many instances, school districts and colleges will grant academic credit for completion of a comprehensive basic training course.

PSC has partnered with the Law and Public Safety Education Network (LAPSEN), a non-profit organization, to standardize the training curriculum for broad acceptance across the profession and gain scholastic credits for participation in our program. PSC also facilitates scholarship opportunities for our participants.

The registration process to partner with PSC commences with the completion of a Memorandum of Understanding (MOU) between the agency/organization head (Sheriff Hill) and PSC (see attached draft). The MOU contains the name of the agency designated Point of Contact (POC), Lead Mentor and other designated Mentors that will provide assistance as applicable along with their contact information. Once the completed MOU is uploaded through the Mentor registration process or emailed directly to us, PSC will review and get back to you within two-three days. You may merely email a signed .pdf copy to: info@publicsafetycadets.org.

When the MOU, POC and Lead Mentor(s) are approved, an email is automatically generated to confirm acceptance and provide instructions to begin registering your Cadets (youth participants) through the PSC website.

There is no minimum number of Cadets required to establish a PSC Unit. There is a requirement of at least two agency designated/approved Mentors to be present at all meetings, activities, and events with Cadets ("Two-Deep" coverage). We do not accept emailed or hard copies of Cadet information; you must complete registration of all

Mentors and Cadets on the PSC website. You will be prompted to upload a .pdf file containing each Cadet's *Agreement and Legal Waiver Form* (see attached).

You may select your unit number, up to four digits at the time of registration that may be of significance to you and your community. We ask that you provide 3 unit numbers, in order of desire, in the event that your first choice is no longer available.

The registration fees to partner with Public Safety Cadets are \$20 per Unit and \$15 per individual (Youth or Adult). PSC does not pro-rate fees during the activity year (January 1 thru December 31). PSC will not raise fees in the foreseeable future. Should PSC find it necessary to do so, we will provide notice at least one year in advance knowing the impact to your budget formulation. No surprises. You may provide payment of registration fees by check, or credit card via the PSC website or request invoice for governmental purchase order.

To help establish branding with PSC in your agency, PSC provides a fully embroidered 4" emblem suitable for use on uniform shirts, jackets, and blouses to each registered member (both youth and adult) at no cost. PSC also offers custom made embroidery (patches, polos, T-shirts, ballcaps) at reduced pricing direct from our manufacturers.

Public Safety Cadets includes general liability and supplemental accidental death, medical expense & travel insurance with the \$15 individual registration fee. (See attached Certificate of Insurance).

PSC is working with our insurance provider to increase the General Liability coverage at no additional cost to you, as follows:

- Recently added a \$3M umbrella to the General Liability coverage raising the annual aggregate to \$5M.
- Current liability coverage allows gatherings of up to 500 Public Safety Cadets members for combined academies, competitions, or meetings at no additional cost.
- PSC will cover any additional premiums for national conferences, competitions, and the leadership academy.
- Intend to increase Sexual Assault and Molestation coverage from \$100K/\$300K aggregate to \$1M.

We are revising our Standard Operating Procedures (SOP) to provide more detailed policy guidance for program operations. This process included Mentor review and comment prior to implementation. (Currently being finalized). I have attached a copy of this draft revision so that you may see where we are headed. Please note that this copy is "pre-decisional" and pending further review. We look forward to your comments and/or suggestions.

PSC is in the final stages to complete the Youth Safety and Abuse Prevention training for Mentors via online learning. This training will be based on the SOP once it is published. There will also be a classroom deliverable version of the YS&AP training for sworn personnel, that are not registered Mentors, but will participate in Ride-Along Program activities with Cadets (mandatory), and a third version for presentation to Cadets (mandatory) and their parents/guardians (voluntary). This training will be required every two years.

Here is a link to a WDMV TV news story about the first agency to partner with our program: <https://www.localdvm.com/news/virginia/fairfax-county-police-department-is-the-first-in-the-nation-to-adopt-public-safety-cadets-program/>

PSC has conducted three national events since we organized:

National Leadership Academy – Theme: *Failures of Leadership*

- August 4-10, 2019
- George Mason University, Fairfax, Virginia
- In-residence week-long academy
- Cadets participating from Units across the United States
- Leadership workshops
- Top experts in Criminology and Law Enforcement Executives
- Tours around Washington, D.C. and the FBI Academy that complement the theme of the academy

Hosted by the Fairfax County Police Department and George Mason University Center for Evidence-Based Crime Policy

National Marksmanship Competition & Response to Resistance Symposium

- September 27-29, 2019
- Camp Dodge, Johnston, Iowa
- Lodging and meals provided on site
- Cadets and Explorers from across the United States
- National Pistol Competition (9mm, safe-action, semi-automatic)
- Response to Resistance Seminars
- Less Than Lethal Applications Laboratories (Hands-on learning)
- Air Pistol Marksmanship Instruction
- Career Fair
- Trophies, medals, and prizes
- Panel Discussion with leaders from law enforcement

National Competitive Training Conference - Summer Showdown

- July 19-22, 2021
- Participation from 550 youth from 19 states and 48 agencies
- Cadets and Explorers from across the United States
- Law enforcement response competitions and educational seminars
- Mentor Training Track

National Leadership Academy – Dynamic Leadership

- July 24 - 30, 2022
- Military Police School, Fort Leonard Wood, MO
- In-residence week-long academy
- Cadets participating from Units across the United States
- Leadership development through practical exercises
- Professional Military Police Soldiers, Officers and Law Enforcement Leaders
- Hosted by the U. S. Army Military Police School and Military Police Regimental Association

National Competitive Training Conference – Summer Showdown 2023

- July 17-20, 2023
- Registration is now closed

Thank you for your support to the youth of Imperial. Please feel free to call me with questions and comments. We look forward to working with you.

Best regards and be safe,

Dave

David Constantineau
President -Public Safety Cadets
703-717-8168
www.PublicSafetyCadets.org

Public Safety Cadets

DATE SUBMITTED 08/09/2023
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
 DATE ACTION REQUIRED 08/16/2023

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:

MONTERREY PARK SUBDIVISION NO.2 UNIT 3B - VISTA DEL VALLE

- PHASE 54 – LOTS 406-409 & 466-469 PER FM 28/1-3
- PHASE 55 – LOTS 410-412 & 463-465 PER FM 28/1-3
- PHASE 56 – LOTS 413-415 & 460-462 PER FM 28/1-3
- PHASE 57 – LOTS 416, 417, & 456-459 PER FM 28/1-3

1. AUTHORIZE PARTIAL RECONVEYANCE TO JUPITER VENTURES I, LP.

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT

BACKGROUND/SUMMARY:

City staff has been conducting regular field inspections during the construction process of both, the off-site street improvements and houses for Phases 54, 55, 56, & 57 of Monterrey Park Subdivision No. 2 Unit 3B (Vista del Valle). At this time, that portion of the improvements were found to be completed.

Now the developer is requesting Partial Reconveyance of the above-referenced lots. See Exhibit 1 attached herewith for details.

FISCAL IMPACT: NO FISCAL IMPACT

ADMIN SERVICES SIGN INITIALS De

STAFF RECOMMENDATION:

1. Staff recommends authorization of partial reconveyance to Jupiter Ventures I, LP for:
 - Phase 54 – Lots 406-409 & 466-469 Per FM 28/1-3
 - Phase 55 – Lots 410-412 & 463-465 Per FM 28/1-3
 - Phase 56 – Lots 413-415 & 460-462 Per FM 28/1-3
 - Phase 57 – Lots 416, 417, & 456-459 Per FM 28/1-3

DEPT. INITIALS AM

MANAGER'S RECOMMENDATION: approve

CITY MANAGER'S INITIALS AM

MOTION:

SECONDED: APPROVED () REJECTED ()
 AYES: DISAPPROVED () DEFERRED ()
 NAYES:
 ABSENT: REFERRED TO:

Exhibit 1

FM B28P1

SHEET 1 OF 3 SHEETS

MONTERREY PARK SUBDIVISION NO. 2 - UNIT 3B

A PORTION OF TRACT 46, T.15 S., R.13 E., S.B.M., IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA

SURVEYOR'S STATEMENT:

I, MATTHEW W. SPIRO, HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA; THAT THIS MAP CONSISTING OF THREE (3) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION ON JANUARY 26, 2019; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED (OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN SUCH TIME AS IS INDICATED ON THE ATTACHED SHEETS) AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



Matthew W. Spiro
MATTHEW W. SPIRO, L.S. 8461
LICENSE EXPIRES 12-31-2020

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PACIFIC WEST DEVELOPMENT ON JANUARY 26, 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.



Matthew W. Spiro
MATTHEW W. SPIRO, L.S. 8461
LICENSE EXPIRES 12-31-2020

ACTING CITY SURVEYOR'S STATEMENT:

I, DAVID BELTRAN, ACTING CITY SURVEYOR FOR THE CITY OF IMPERIAL, HEREBY STATE THAT I HAVE EXAMINED THIS MAP CONSISTING OF THREE (3) SHEETS, THAT THE SUBDIVISION SHOWN HEREWITH IS SUBSTANTIALLY AS IT APPEARED ON THE TENTATIVE MAP AS APPROVED ON JUNE 15, 2005; THAT ALL OF THE PROVISIONS OF LOCAL ORDINANCES AND REQUIREMENTS OF CHAPTER 2, ARTICLE 2 OF THE SUBDIVISION MAP ACT AS AMENDED JANUARY 1, 2016, HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAPS MAP IS TECHNICALLY CORRECT.

DATED THIS, 28TH DAY OF DECEMBER, 2020

David Beltran
DAVID BELTRAN, PLS 8482
ACTING CITY SURVEYOR
LICENSE EXPIRES 12-31-2020

CITY CLERK'S CERTIFICATE:

I, HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF IMPERIAL, BY RESOLUTION ADOPTED NOVEMBER 19, 2020, HAS APPROVED THIS MAP AND ACCEPTED ON BEHALF OF THE PUBLIC ALL STREETS AND PUBLIC UTILITIES EASEMENTS OFFERED FOR DEDICATION AS SHOWN HEREWITH.

Debra Jackson
DEBRA JACKSON
CLERK OF THE CITY COUNCIL

SIGNATURE OMISSIONS STATEMENT:

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTEREST HAVE BEEN OMITTED, AND THAT THEIR INTERESTS CANNOT RIPEN INTO FEE TITLE.

- (A) UNKNOWN ENTITY(ES) RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF LAND LYING WITHIN ANY ROAD, STREET, ALLEY OR HIGHWAY. (PLOTTED HEREON)
- (B) UNKNOWN ENTITY(ES) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS. (NOT PLOTTED)

OVERFLIGHT EASEMENT:

THIS PROPERTY IS IN THE AREA SUBJECT TO OVERFLIGHTS BY AIRCRAFT USING IMPERIAL COUNTY AIRPORT, AND AS A RESULT, RESIDENTS MAY EXPERIENCE INCONVENIENCE, ANNOYANCE OR DISCOMFORT ARISING FROM THE NOISE OF SUCH OPERATIONS. STATE LAW (PUBLIC UTILITIES CODE SECTION 21670 ET. SEQ.) ESTABLISHES THE IMPORTANCE OF PUBLIC USE AIRPORTS TO PROTECTION OF THE PUBLIC INTEREST OF THE PEOPLE OF THE STATE OF CALIFORNIA.

RESIDENTS OF PROPERTY NEAR A PUBLIC USE AIRPORT SHOULD THEREFORE BE PREPARED TO ACCEPT SUCH INCONVENIENCE, ANNOYANCE OR DISCOMFORT FROM NORMAL AIRCRAFT OPERATIONS. ANY SUBSEQUENT DEED CONVEYING PARCELS OR LOTS SHALL CONTAIN A STATEMENT IN SUBSTANTIALLY THIS FORM.

SOILS REPORT:

A SOILS REPORT APPLICABLE TO THE LAND INCLUDED WITHIN THIS MAP WAS PREPARED BY LANDMARK CONSULTANTS INC., DATED APRIL 1, 2004, UNDER THE DIRECTION OF JEFFREY O. LYON, REGISTERED CIVIL ENGINEER 31921 AS REPORT LE04066. SAID REPORT WAS UPDATED ON SEPTEMBER 16, 2010 AS REPORT UPDATE NO. LE10243. A COPY OF SAID REPORT AND UPDATE IS ON FILE IN THE DEPARTMENT OF PUBLIC WORKS.

TITLE COMPANY CERTIFICATE:

I, HEREBY CERTIFY THAT THE PERSON(S) SPECIFIED IN THE CERTIFICATES HEREON ARE THE OWNERS, AND THE ONLY ONES WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE.

FIRST AMERICAN TITLE COMPANY
Rianne Springston
TITLE OFFICER

SUPPORTING DOCUMENTS:

THE FOLLOWING DOCUMENTS WERE RECORDED AS OFFICIAL RECORDS OF THE COUNTY OF IMPERIAL IN SUPPORT OF THIS FINAL MAP.

TITLE: <u>SUBDIVISION GUARANTEE</u>	INSTRUMENT NO. <u>2021002429</u>
TITLE: <u>TAX CERTIFICATION</u>	INSTRUMENT NO. <u>2021002428</u>
TITLE: <u>RESOLUTION</u>	INSTRUMENT NO. <u>2021002430</u>
TITLE: <u>AGREEMENT</u>	INSTRUMENT NO. <u>2021002431</u>
TITLE: <u>DEED OF TRUST & ASSIGNMENT</u>	INSTRUMENT NO. <u>2021002432</u>
TITLE: _____	INSTRUMENT NO. _____
TITLE: _____	INSTRUMENT NO. _____

LEGAL DESCRIPTION

BEING A SUBDIVISION OF A PORTION OF REMAINDER PARCEL "A" OF MONTERREY PARK SUBDIVISION NO. 2- UNIT 3A IN THE CITY OF IMPERIAL, AS PER MAP RECORDED IN BOOK 27, PAGE 51 OF FINAL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY, CALIFORNIA.

OWNER'S CERTIFICATE:

I, HEREBY CERTIFY THAT I AM THE ONLY PARTY HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THIS MAP, AND WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP; THAT WE OFFER FOR DEDICATION TO PUBLIC USE ANY STREET AND OTHER PUBLIC EASEMENTS SHOWN UPON SAID MAP AND BEING WITHIN SAID SUBDIVISION.

JUPITER VENTURES I, LP, A CALIFORNIA LIMITED PARTNERSHIP

BY: *[Signature]* DATE: 08/09/19

TITLE: Authorized Signatory
Daniel Dobson

NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Riverside

ON 08/09/19, BEFORE ME Leah D. Thomas
PERSONALLY APPEARED Daniel Dobson

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL:

Leah D. Thomas
SIGNATURE OF NOTARY PUBLIC Leah D. Thomas

MY PRINCIPLE PLACE OF BUSINESS IS IN Riverside COUNTY.

MY COMMISSION NUMBER: 2338796

MY COMMISSION EXPIRES ON May 17, 2023.

COUNTY RECORDER'S CERTIFICATE:

FILED THIS 29TH DAY OF JANUARY, 2021, AT 3:55
P.M. IN BOOK 28 AT PAGES 1, AT THE REQUEST
OF RDS AND ASSOCIATES.

Chuck Storey
CHUCK STOREY
COUNTY RECORDER

RDS AND ASSOCIATES

A PORTION OF TRACT 46, T.15 S., R.13 E., S.B.M., IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA

INDEX SHEET

1. UNLESS SHOWN OTHERWISE ON THIS MAP, ALL LOT CORNERS WILL BE
CORRELATED WITH A "1" WHEN THE LOCATED "S. 6667" WITHIN 60 DAYS OF THE
COMPLETION OF PUBLIC IMPROVEMENTS. IF SAID CORNER IS IN PLACE OF
CONCRETE, A LEAD AND BLISS IS STAMPED "S. 6667" SHALL BE PLACED
INSTEAD OF THE REMOVED ONE.
2. SOME MEASUREMENT DISTANCES LOCATED ON THIS MAP MAY NOT ADD UP TO
THE OVERALL DISTANCES LOCATED DUE TO ROUND-OFF ERROR IN THE
MEASUREMENT DISTANCES.

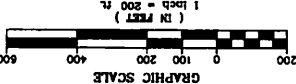
- MOBILETS SET 11 NON PARE (MOBILETS 15 00011" FLUSH UNLESS MOBILETS
- MOBILETS TO 36" NON PARE WITH WASTE PLUGS STAMPED "MS 2107".
FLUSH PWR IN 24/00-03 ALSO TO PWR IN 27/01-03 AND IN
27/04-06, UNLESS MOBILETS
- MOBILETS TO 6" DIA CONC. PLUMBERS STAMPED "MS 2107" IN NON
WELL. MO. PWR IN 27/01-03, UNLESS MOBILETS
- ⑦ MOBILETS (EXCEPT AS NOTED UNDER SPECIALTY CROSSING STATEMENTS)

(()) INDICATES RELEASED AND RECORD DATA PER FINAL MAP OF MONTEREY PARK SUBDIVISION NO. 2, UNIT 4A, AS RECORDED IN BOOK 27 OF FINAL MAPS, PAGES 54-56, IN THE OFFICE OF THE MERCED COUNTY RECORDER.

THE TOTAL AREA WITHIN THE DISTRICTIVE BOUNDARY LINE IS 12.56 ACRES.

2. UNIT 34, AS RECORDED IN BOOK 27 OF TULSA COUNTY RECORDS, PAGES 51-52, IN THE OFFICE OF THE TULSA COUNTY RECORDER, BEING "EAST".

RDS AND ASSOCIATES



Scale 1-200

FM B28 P3

A PORTION OF TRACT 46, T.15 S., R.13 E., S.B.M., IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA



1. Unless there is difference on this, say all last corners will be incorporated with a 1" x 8" pine board 2' x 4" set within 30 days of the completion of phase operations. If said corners fall on basis of concrete, a stud and brack the started 1/2 inch shall be placed within 60 of the finished wall.

- BOOKS SET 1: ROM PPT, MARCH '23 64411, FLUSH, UNLESS NOTED
- BOOKS IN, Xth ROM PPT WITH PLASTIC TUB SHAWED '23 7107
FLUSH, PPT IN 27/31-34, ALSO PPT IN 27/31-34 AND PPT
27/34-34, UNLESS NOTED
- BOOKS IN, Xth ROM, CLOTH SHAWED '23 7107, X ROM
WITH ROM IN 27/31-34, UNLESS NOTED

① BOOKS LISTED AS NOTED USED SQUARE QUESTION STATEMENT
ON PPT 1.

() RECORDS RECORDED AND RECORDED DATA FOR FINAL MAP OF NORTHERN PLATE SURVEYING NO. 2, UNIT 1A, AS RECORDED IN BOOK 27 OF FINAL MAPS PAGES 51-53, IN THE OFFICE OF THE NORTHERN COUNTY RECORDER.

() RECORDS RECORDED AND RECORDED DATA FOR FINAL MAP OF NORTHERN PLATE SURVEYING NO. 2, UNIT 1A, AS RECORDED IN BOOK 27 OF FINAL MAPS PAGES 54-56, IN THE OFFICE OF THE NORTHERN COUNTY RECORDER.

(JUL) MODCITS AIRPORT LAND USE COMPATIBILITY PLAN WITH 1996 EDITION
 ME MODCITS PUBLIC UTILITY LARGEST DEDICATED HIGHWAY
 BR MODCITS BUILDING STRUCK LINE SHOWN MODCITS
 MODCITS SUBDIVISION BOUNDARY LINE

THE TOTAL AREA WITHIN THE DISTRICTING BOUNDARY LINE IS 12.50 ACRES.

THE BASES OF REASONS FOR THIS SURVEY IS BASED ON THE CERTIFICATE OF U. S. LOTUS STREET ACCORDING TO FINAL MAP FOR NORTHERLY PLAT SUBDIVISION AND 2. JUNE 34, AS RECORDED IN BOOK 27 OF FINAL MAPS, PAGES 51-53, IN THE OFFICE OF THE SHERIFF, COUNTY RECORDER, BEING "LAST".

RDS AND ASSOCIATES

DATE SUBMITTED 08/09/2023
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
 DATE ACTION REQUIRED 08/16/2023

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: MONTERREY PARK SUBDIVISION NO. 2 – UNIT 4B - LOTS 356-393 (PHASES 37-42) PER FM 27/83-85 - LOTS 418-455 (PHASES 43-48) PER FM 27/83-85 - LOTS 576-583 (PHASES 36) PER FM 27/83-85 1. AUTHORIZE SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE TO JUPITER VENTURES I, LP.	
DEPARTMENT COMMUNITY DEVELOPMENT INVOLVED:	
BACKGROUND/SUMMARY: City staff conducted regular field inspections during the construction of the off-site street improvements for the subject project and a final walk through was completed. At this time, the improvements were found to be completed. See Exhibit “A” attached herewith for details. Now the developer is requesting substitution of Trustee and Full Reconveyance.	
FISCAL IMPACT: NO FISCAL IMPACT	ADMIN SERVICES SIGN INITIALS _____
STAFF RECOMMENDATION: 1. Staff recommends approval and acceptance of off-site street improvements of Monterrey Park Subdivision No. 2 – Unit 4B: - Lots 356-393 – Phases 37-42 Per FM 27/83-85 - Lots 418-455-Phases 43-48 Per FM 27/83-85 - Lots 576-583 – Phases 36 P FM 27/83-85 2. Staff recommends authorization of the substitution of trustee and full reconveyance to Jupiter Ventures I, LP.	DEPT. INITIALS <u>OM</u>
MANAGER’S RECOMMENDATION: <u>approve</u>	CITY MANAGER’S INITIALS <u>JAN</u>
MOTION: SECONDE D: AYES: NAYES: ABSENT:	
APPROVED () DISAPPROVED () REFERRED TO: REJECTED () DEFERRED ()	

MONTERREY PARK SUBDIVISION NO. 2 - UNIT 4B

A PORTION OF TRACT 46, T.15 S., R.13 E., S.B.M., IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA

SURVEYOR'S STATEMENT:

I, MATTHEW W. SPIRO, HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA; THAT THIS MAP CONSISTING OF THREE (3) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION ON JANUARY 26, 2019; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED (OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN SUCH TIME AS IS INDICATED ON THE ATTACHED SHEETS) AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



Matthew W. Spiro
MATTHEW W. SPIRO, L.S. 8461
LICENSE EXPIRES 12-31-2020

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PACIFIC WEST DEVELOPMENT ON JANUARY 26, 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.



Matthew W. Spiro
MATTHEW W. SPIRO, L.S. 8461
LICENSE EXPIRES 12-31-2020

ACTING CITY SURVEYOR'S STATEMENT:

I, DAVID BELTRAN, ACTING CITY SURVEYOR FOR THE CITY OF IMPERIAL, HEREBY STATE THAT I HAVE EXAMINED THIS MAP CONSISTING OF THREE (3) SHEETS, THAT THE SUBDIVISION SHOWN HEREWITH IS SUBSTANTIALLY AS IT APPEARED ON THE TENTATIVE MAP AS APPROVED ON JUNE 15, 2005; THAT ALL OF THE PROVISIONS OF LOCAL ORDINANCES AND REQUIREMENTS OF CHAPTER 2, ARTICLE 2 OF THE SUBDIVISION MAP ACT AS AMENDED JANUARY 1, 2016, HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAPS MAP IS TECHNICALLY CORRECT.

DATED THIS: 19th DAY OF SEPTEMBER, 2019

David Beltran
DAVID BELTRAN, PLS 8482
ACTING CITY SURVEYOR
LICENSE EXPIRES 12-31-2020

CITY CLERK'S CERTIFICATE:

I, HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF IMPERIAL, BY RESOLUTION ADOPTED October 2, 2019, HAS APPROVED THIS MAP AND ACCEPTED ON BEHALF OF THE PUBLIC ALL STREETS AND PUBLIC UTILITIES EASEMENTS OFFERED FOR DEDICATION AS SHOWN HEREWITH.

Debra Jackson
DEBRA JACKSON
CLERK OF THE CITY COUNCIL

SIGNATURE OMISSIONS STATEMENT:

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTEREST HAVE BEEN OMITTED, AND THAT THEIR INTEREST CANNOT RISE INTO FEE TITLE.

- (A) IMPERIAL LAND COMPANY, AN EASEMENT FOR A RIGHT OF WAY TO CONSTRUCT AND OPERATE IRRIGATION DITCHES, TELEPHONE AND TELEGRAPH LINES, A RAILROAD AND INCIDENTAL PURPOSES AS SET FORTH IN A DOCUMENT RECORDED AUGUST 25, 1909, IN BOOK 27, PAGE 307 OF DEEDS. THE EXACT EXTENT AND LOCATION OF SAID EASEMENT IS NOT DISCLOSED OR RECORDED. (NOT PLOTTED)
- (B) IMPERIAL LAND COMPANY, AN EASEMENT FOR A RIGHT OF WAY TO CONSTRUCT AND OPERATE IRRIGATION DITCHES, TELEPHONE LINES, A RAILROAD AND INCIDENTAL PURPOSES AS SET FORTH IN A DOCUMENT RECORDED AUGUST 25, 1909, IN BOOK 27, PAGE 308 OF DEEDS. THE EXACT EXTENT AND LOCATION OF SAID EASEMENT IS NOT DISCLOSED OR RECORDED. (NOT PLOTTED)
- (C) IMPERIAL IRRIGATION DISTRICT, AN EASEMENT FOR POWER LINES AND INCIDENTAL PURPOSES, AS SET FORTH IN A DOCUMENT RECORDED JANUARY 28, 1938, IN BOOK 478, PAGE 547 OF OFFICIAL RECORDS. THE EXACT EXTENT AND LOCATION OF SAID EASEMENT IS NOT DISCLOSED OR RECORDED. (NOT PLOTTED)
- (D) IMPERIAL IRRIGATION DISTRICT, AN EASEMENT FOR ELECTRICAL POWER, DRAINAGE AND/OR CANAL(S) FACILITIES AND INCIDENTAL PURPOSES, AS DEDICATED ON MAP OF MONTERREY PARK SUBDIVISION NO. 1, RECORDED IN BOOK 24, PAGE 63 OF FINAL MAPS. (PLOTTED HEREON)
- (E) COUNTY OF IMPERIAL, AN OVERFLIGHT EASEMENT AS SHOWN ON MAP OF MONTERREY PARK SUBDIVISION NO. 1, RECORDED IN BOOK 24, PAGE 63 OF FINAL MAPS. (BLANKET EASEMENT- NOT PLOTTED)
- (F) COUNTY OF IMPERIAL, AN EASEMENT FOR AVIGATION AND INCIDENTAL PURPOSES, RECORDED MAY 5, 2006 AS INST. NO. 2006-022403 OF OFFICIAL RECORDS. (BLANKET EASEMENT- NOT PLOTTED)
- (G) UNKNOWN ENTITY(IES) RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF LAND LYING WITHIN ANY ROAD, STREET, ALLEY OR HIGHWAY. (PLOTTED HEREON)
- (H) UNKNOWN ENTITY(IES) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS. (NOT PLOTTED)

OVERFLIGHT EASEMENT:

THIS PROPERTY IS IN THE AREA SUBJECT TO OVERFLIGHTS BY AIRCRAFT USING IMPERIAL COUNTY AIRPORT, AND AS A RESULT, RESIDENTS MAY EXPERIENCE INCONVENIENCE, ANNOYANCE OR DISCOMFORT ARISING FROM THE NOISE OF SUCH OPERATIONS. STATE LAW (PUBLIC UTILITIES CODE SECTION 21670 ET. SEQ.) ESTABLISHES THE IMPORTANCE OF PUBLIC USE AIRPORTS TO PROTECTION OF THE PUBLIC INTEREST OF THE PEOPLE OF THE STATE OF CALIFORNIA. RESIDENTS OF PROPERTY NEAR A PUBLIC USE AIRPORT SHOULD THEREFORE BE PREPARED TO ACCEPT SUCH INCONVENIENCE, ANNOYANCE OR DISCOMFORT FROM NORMAL AIRCRAFT OPERATIONS. ANY SUBSEQUENT DEED CONVEYING PARCELS OR LOTS SHALL CONTAIN A STATEMENT IN SUBSTANTIALLY THIS FORM.

SOILS REPORT:

A SOILS REPORT APPLICABLE TO THE LAND INCLUDED WITHIN THIS MAP WAS PREPARED BY LANDMARK CONSULTANTS INC., DATED APRIL 1, 2004, UNDER THE DIRECTION OF JEFFREY D. LYON, REGISTERED CIVIL ENGINEER 31921 AS REPORT LE04066. SAID REPORT WAS UPDATED ON SEPTEMBER 16, 2010 AS REPORT UPDATE NO. LE10243, A COPY OF SAID REPORT AND UPDATE IS ON FILE IN THE DEPARTMENT OF PUBLIC WORKS.

SUPPORTING DOCUMENTS:

THE FOLLOWING DOCUMENTS WERE RECORDED AS OFFICIAL RECORDS OF THE COUNTY OF IMPERIAL IN SUPPORT OF THIS FINAL MAP.

TITLE: <u>SUBDIVISION GUARANTEE</u>	INSTRUMENT NO. <u>2019026645</u>
TITLE: <u>TAX CERTIFICATION</u>	INSTRUMENT NO. <u>2019026644</u>
TITLE: <u>RESOLUTION</u>	INSTRUMENT NO. <u>2019026646</u>
TITLE: <u>Minutes 1 Affid of Minutes</u>	INSTRUMENT NO. <u>2019026647</u>
TITLE: <u>Subdivision Agreement</u>	INSTRUMENT NO. <u>2019026649</u>
TITLE: <u>Beneficiary's Certificate</u>	INSTRUMENT NO. <u>2019026649</u>
TITLE: <u>Short Form Deed of Trust & Assignment of Repts</u>	INSTRUMENT NO. <u>2019026648</u>

LEGAL DESCRIPTION

BEING A SUBDIVISION OF A PORTION OF REMAINDER PARCEL "A" OF MONTERREY PARK SUBDIVISION NO. 2- UNIT 4A IN THE CITY OF IMPERIAL, AS PER MAP RECORDED IN BOOK 27, PAGE 54 OF FINAL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY, CALIFORNIA.

OWNER'S CERTIFICATE:

I, HEREBY CERTIFY THAT I AM THE ONLY PARTY HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THIS MAP, AND WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP; THAT WE OFFER FOR DEDICATION TO PUBLIC USE ANY STREET AND OTHER PUBLIC EASEMENTS SHOWN UPON SAID MAP AND BEING WITHIN SAID SUBDIVISION.

JUPITER VENTURES I, LP, A CALIFORNIA LIMITED PARTNERSHIP

BY: *Daniel Dobron* DATE: 08/09/19
DANIEL DOBRON

TITLE: Authorized Signatory

NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Imperial

ON 08/09/19, BEFORE ME, Leah D. Thomas,
PERSONALLY APPEARED Daniel Dobron,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL:

Leah D. Thomas
SIGNATURE OF NOTARY PUBLIC

MY PRINCIPLE PLACE OF BUSINESS IS IN Riverside COUNTY.

MY COMMISSION NUMBER: 2288790

MY COMMISSION EXPIRES ON: May 17, 2023

TITLE COMPANY CERTIFICATE:

I, HEREBY CERTIFY THAT THE PERSON(S) SPECIFIED IN THE CERTIFICATES HEREON ARE THE OWNERS, AND THE ONLY ONES WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE.

FIRST AMERICAN TITLE COMPANY

Deanne Livingston
TITLE OFFICER

COUNTY RECORDER'S CERTIFICATE:

FILED THIS 31st DAY OF December, 2019, AT 2:44
O'CLOCK P.M. IN BOOK 27 AT PAGES 73, AT THE REQUEST
OF RDS AND ASSOCIATES.
DOC. NO. 2019026643
FEE: \$29.00

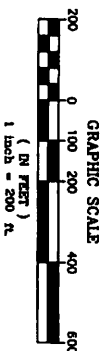
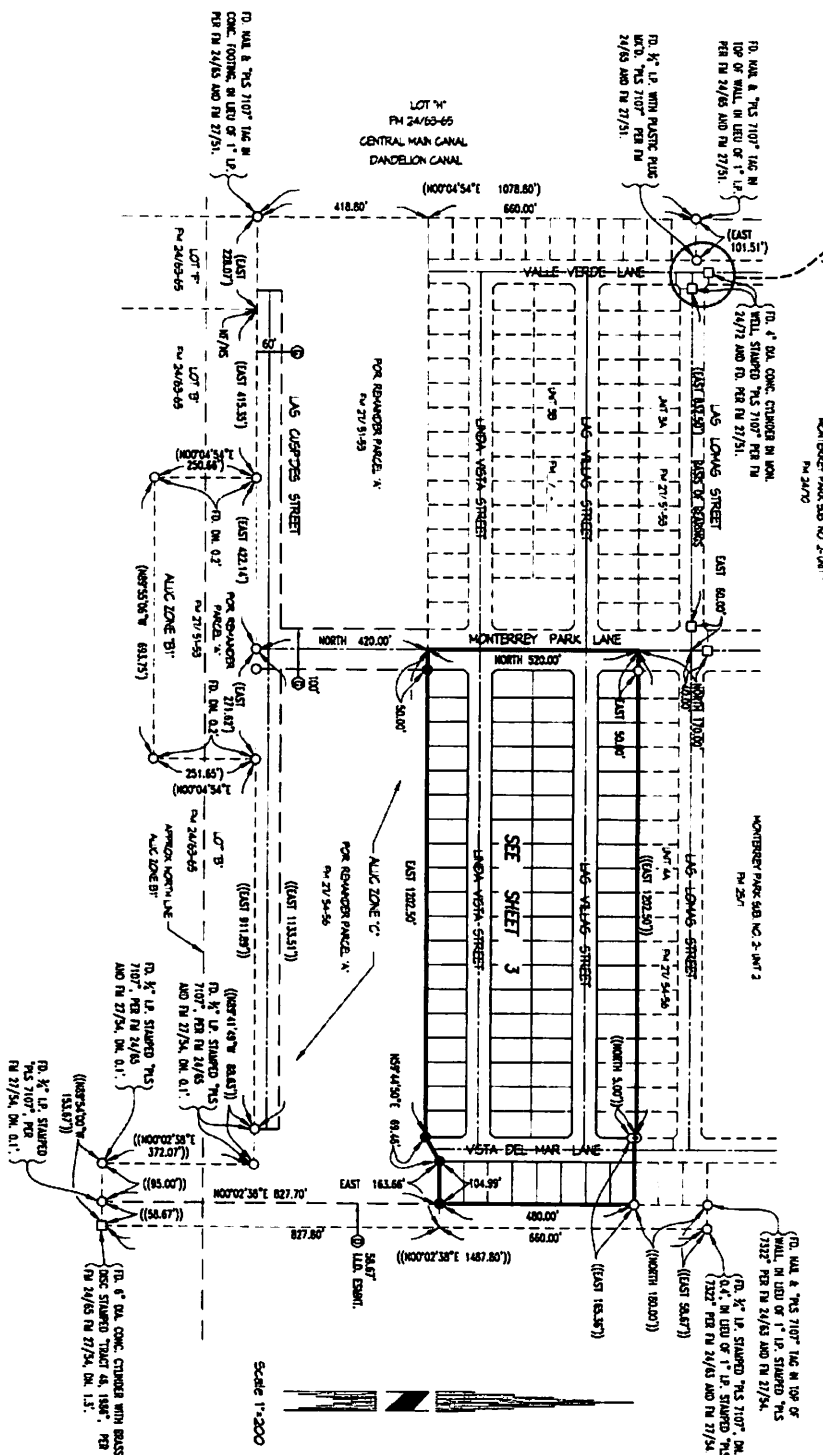
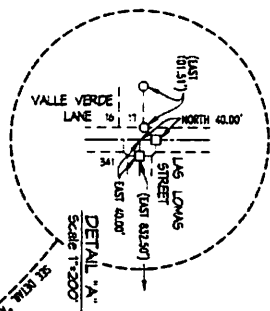
Chuck Storey
CHUCK STOREY
COUNTY RECORDER

RDS AND ASSOCIATES

MONTEREY PARK SUBDIVISION NO. 2 - UNIT 4B

A PORTION OF TRACT 46, T.15 S., R.19 E., S.B.M., IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA

INDEX SHEET



RDS AND ASSOCIATES

SURVEYOR'S NOTES:

1. UNLESS SHOWN OTHERWISE ON THIS MAP ALL LOT CORNERS WILL BE MONUMENTED WITH A 1" IRON PIPE TAPPED 1/8" DIA. WITHIN 30 DAYS OF THE COMPLETION OF PUBLIC IMPROVEMENTS. IF SAND CORNERS FALL IN AREAS OF CONCRETE, A LEAD AND BRASS TAG STAMPED 1/8" DIA. SHALL BE PLACED NEXT TO THE EXISTING PIPE.
2. SOME NEIGHBORING DISTANCES INDICATED ON THIS MAP MAY NOT SHOW TO THE EXACT CENTER OF THE LOT. ALL DISTANCES INDICATED ARE TO BE CORRECTED TO THE NEIGHBORING DISTANCES.
3. THE REAL LOT CORNER MONUMENTS FOR LOTS 300 THROUGH 327, INCLUDING, OF MONTEREY PARK SUBDIVISION NO. 2, UNIT 4A, ARE ALL 1/2" DIA. WITH PLASTIC PULPS WOUND 1/8" DIA. AND ARE IN THE CORRECT POSITIONS PER THE 7/24-54.

LEGEND:

- INDICATES SET 1" IRON PIPE TAPPED 1/8" DIA. UNLESS NOTED.
- INDICATES 1/2" IRON PIPE WITH PLASTIC PULPS STAMPED 1/8" DIA. UNLESS NOTED. SEE SURVEYOR'S NO. 3 ABOVE.
- INDICATES 1/4" DIA. CONC. CHANGES STAMPED 1/8" DIA. IN MON. WELL BOLD PER IN 27/51-53, UNLESS NOTED.
- ① INDICATES EASEMENT IS NOTED UNDER SEPARATE CONVEYANCE STATEMENT ON SHEET 1.
- () INDICATES RECORDED AND RECORDED DATA PER FINAL MAP OF MONTEREY PARK SUBDIVISION NO. 2, UNIT 3A, AS RECORDED IN BOOK 27 OF FINAL MAPS, PAGES 51-53, IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER.
- () INDICATES RECORDED AND RECORDED DATA PER FINAL MAP OF MONTEREY PARK SUBDIVISION NO. 2, UNIT 4A, AS RECORDED IN BOOK 27 OF FINAL MAPS, PAGES 54-56, IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER.
- (H&M) INDICATES AIRPORT LAND USE COMPATIBILITY PLAN WITH 1984 ORDINANCE
- INDICATES SUBDIVISION BOUNDARY LINE

THE TOTAL AREA WITHIN THE DOTTED BOUNDARY LINE IS 16.80 ACRES.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS BASED ON THE CONTINENTAL U.S. STANDARD MERIDIAN. THE BASIS OF BEARINGS FOR THE MONTEREY PARK SUBDIVISION NO. 2, UNIT 3A, AS RECORDED IN BOOK 27 OF FINAL MAPS, PAGES 51-53, IS IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER, ROOM 1007.

A PORTION OF TRACT 46, T.15 S., R.13 E., S.B.M., IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA

FM B27 P85

1. UNLESS SHOWN OTHERWISE ON THIS MAP, ALL LOT CORNERS WILL BE RECORDED WITH A 1" BORN PER LACED "S B&B" WITHIN 90 DAYS OF THE COMPLETION OF PUBLIC IMPROVEMENTS. IF SAID CORNERS FALL IN AREAS OF CONCERN, A LAD AND B&B WILL BE SURVEYED "S B&B" SHALL BE PLACED INSTEAD OF THE MENTIONED PER.

2. SOME PROCEEDURAL DISTANCES INDICATED ON THIS MAP MAY NOT SUM TO THE OVERALL DISTANCES INDICATED DUE TO ROUND-OFF ERROR IN THE PROCEEDURAL DISTANCES.

3. THE REAR LOT CORNER MONUMENTS FOR LOTS 309 THROUGH 317, INCLUSIVE, OF MONTEREY PARK SUBDIVISION NO. 2 - UNIT 4A, ARE ALL $\frac{1}{2}$ " L.P.'S WITH PLASTIC PLUGS MARKED "P.S. 7167" AND ARE IN THE CORRECT POSITIONS PER PM 27/54-56.

● INDICATES SET 1" FROM PIPE TAGGED "LS 84461", FUSION, UNLESS NOTED

○ INDICATES FL. 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "PLS 7107".
FLUSH, PER PW 27/54-56, UNLESS NOTED. SEE SURVEYOR'S NO. 3 ABOVE.

☐ INDICATES FO. 4" DIA. CONC. Cylinders Stamped "P.S. 7167". IN MON. WELL BOIS, PER PW 27/51-53, UNLESS NOTED.

(A) INDICATES ELEMENT AS NOTED UNDER SIGNATURE OMISSION STATEMENT ON SHEET 1.

() INDICATES WEASURED AND RECORD DATA PER FINAL MAP OF MONTGOMERY PLAT SUBVISION NO. 2, UNIT 3A, AS RECORDED IN BOOK 77 OF FINAL MAPS PAGES 51-53, IN THE OFFICE OF THE DEPUTY COUNTY RECORDER.

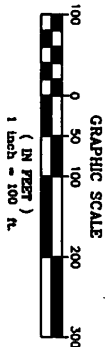
(()) INDICATES WEASURED AND RECORD DATA PER FINAL MAP OF MONTGOMERY PLAT SUBVISION NO. 2, UNIT 4A, AS RECORDED IN BOOK 87 OF FINAL MAPS PAGES 54-56, IN THE OFFICE OF THE DEPUTY COUNTY RECORDER.

(ALUC) INDICATES AERIAL LAND USE COMPATIBILITY PLAN WITH 1995 REVISION
PUE DECATES PUBLIC UTILITY EASTMOST DECATES HIGHWAY

THE TOTAL AREA WITHIN THE DISTRICTING BOUNDARY LINE IS 16.20 ACRES

— INDICATES SUPERVISION BOUNDARY LINE

THE BASIS OF REAGIONS FOR THIS SURVEY IS BASED ON THE CERTIFICATE OF LOCALS STREET ACCORDING TO FINAL MAP FOR MONTEREY PARK SUBDIVISION AND 2. PART 3A, AS RECORDED IN BOOK 27 OF FINAL MAPS, PAGES 51-53, IN THE OFFICE OF THE INFERRAL COUNTY RECORDER, BEING "EAST".



RDS AND ASSOCIATES

**Agenda Item
No.**

C-8

DATE SUBMITTED 08/09/2023
COMMUNITY
DEVELOPMENT
SUBMITTED BY DIRECTOR
DATE ACTION REQUIRED 08/16/2023

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:
LaBRUCHERIE WIDENING PROJECT FROM ATEN BLVD TO TRESHILL ROAD
BID NO. 2022-04
1. ACCEPTANCE OF WORK COMPLETED
2. AUTHORIZING CITY CLERK TO FILE NOTICE OF COMPLETION IN THE
IMPERIAL COUNTY CLERK/RECORDER OFFICE.

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:

The Community Development Department was directed by City Council to conduct a competitive BID process for the construction of LaBrucherie Widening Project from Aten Blvd to Treshill Road which consisted of Curb & Gutters, Driveways, Sidewalks, ADA Ramps, Asphalt Paving, Streetlights, Thermoplastic Striping, Water Main Pipe, Catch Basins and Storm Drain Pipelines.

An individual contract was awarded to Rove Engineering, Inc. through said BID process in the amount of **\$ 2,055,598.80** per Agenda Item F-3 (CC07-20-22).

Due to potential unknown conditions, City Council authorized 25% (\$ 513,899.70) Contingency.

Minor changes in the scope of work were made mainly due to additional sidewalks, curb and gutters, cross gutters, and streetlights were added to increase project benefits to the residents, as well as unforeseen "Time & Materials" tasks.

The total amount expended, including said additional work was **\$ 2,457,098.53**, this is \$112,399.40 lower than the authorized amount.

Final Contract Amount was authorized by City Council per Agenda Item G2 (CC06-21-23).

The construction work was successfully completed on March 30, 2023 with the only exception being energizing the new 9 (nine) streetlights, which were energized by IID until the week of June 14th. See Exhibit 1 (Photo Report) attached herewith for details.

FISCAL IMPACT: NONE

ADMIN
SERVICES
SIGN INITIALS

DP

STAFF RECOMMENDATION: Staff recommends City Council

A. Acceptance of work completed.

B. Authorizing City Clerk to file "Notice of Completion" in the Imperial County Clerk/Recorder office.

DEPT. INITIALS

GM

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

JHM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

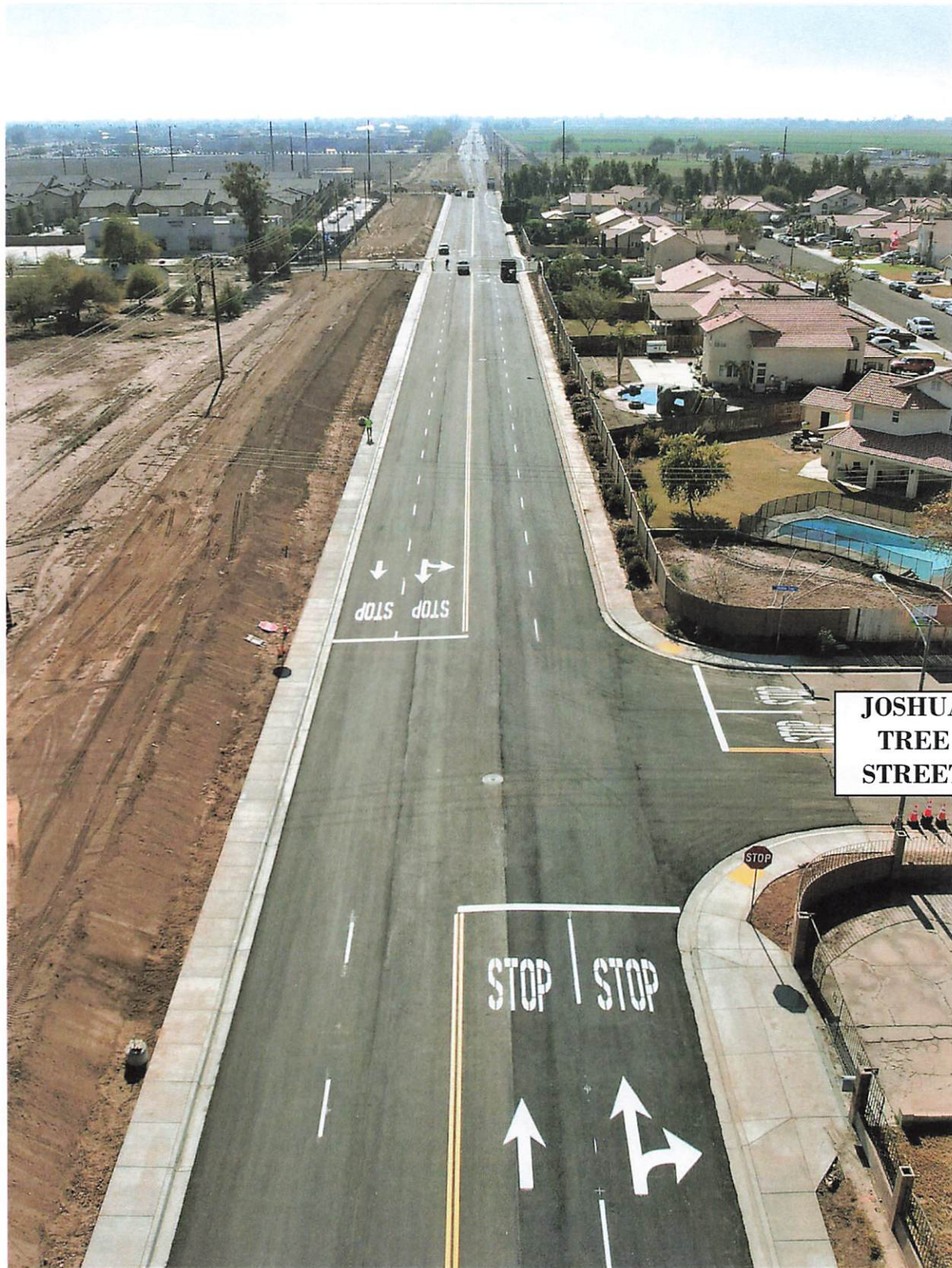
REJECTED ()

DEFERRED ()

EXHIBIT 1
Photo Report
LaBrucherie Widening Project from Aten Blvd to Treshill Rd



EXHIBIT 1
Photo Report
LaBrucherie Widening Project from Aten Blvd to Treshill Rd



An aerial photograph of a road intersection. A white rectangular sign with the text 'WALL ROAD' is positioned on the left side of the road. The road has white lane markings, including a 'STOP' line and arrows. A white pickup truck is stopped at the intersection. A black car is visible further down the road. On the right side, there are houses with red roofs and a red car parked. The background shows a flat landscape with some trees and distant buildings.

EXHIBIT 1
Photo Report
LaBrucherie Widening Project from Aten Blvd to Treshill Rd

