

**AGENDA
CITY COUNCIL
CITY OF IMPERIAL
200 WEST 9TH STREET
IMPERIAL, CA 92251-1637
NOVEMBER 4, 2020
6:00 PM CLOSED SESSION
7:00 PM OPEN SESSION**

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

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

1. If you choose to attend the Council meeting in person, you will be required to maintain appropriate physical distance, i.e. maintain a 6-foot distance between yourself and other individuals. Please note seating is limited.
2. You are strongly encouraged to observe the City Council meetings via Livestream at the City of Imperial Facebook page.
3. Email public comments to cityclerk@cityofimperial.org by 5:00 pm on Wednesday, November 4, 2020. Comments received by 5:00 pm will be read into the record.

TELECONFERENCE NOTICE

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

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

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

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

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

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

A-1. SUBJECT: CONFERENCE WITH LABOR NEGOTIATOR 54957.6

Agency Negotiator: City Manager

Employee Organization: Teamsters Local No. 542

A-2. SUBJECT: PUBLIC EMPLOYEE APPOINTMENT. 54957 (b) (1)
TITLE: City Attorney

A-3. SUBJECT: PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GC54954.5 (e))
TITLE: City Manager

CITY COUNCIL ADJOURNS CLOSED SESSION

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

ROLL CALL

PLEDGE OF ALLEGIANCE

ADJUSTMENTS TO THIS AGENDA

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

C. PUBLIC APPEARANCES:

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

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

D. CONSENT AGENDA:

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

D-1. Approval of claims/warrants report.

D-2. Approval of minutes for meetings of August 21, 2020 and September 2, 2020.

D-3. Continue emergency action for removal of a cluster of eucalyptus trees located along the north side of Neckel Road. (East of Hwy. 86).

D-4. Declaration of X26 Taser Cartridges and Batteries as surplus and authorization to donate to Westmorland Police Department.

D-5. Approval of disbursement of funds for the annual Aqua Metric/Sensus Service Agreement in the amount of \$23,651.55.

D-6. Award contract to Howes, Weiler, Landy Planning and Engineering for preparation of the Rezoning, Up-zoning, and General Plan Amendments for various sites to be determined within the City in efforts to accelerate housing production.

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

E-1. SUBJECT: DISCUSSION/ACTION: FIELD RESERVATION AND USAGE FEES.

1. PROVIDE DIRECTION TO STAFF.

E-2. SUBJECT: DISCUSSION/ACTION: FACILITY USE AGREEMENT – FIELD OF NINE.

1. APPROVAL OF FACILITY USE AGREEMENT FOR FIELD OF NINE BASEBALL.

E-3. SUBJECT: DISCUSSION/ACTION: FACILITY USE AGREEMENT – HEAVY HITTAZ BASEBALL.

1. APPROVAL OF FACILITY USE AGREEMENT FOR HEAVY HITTAZ BASEBALL.

E-4. SUBJECT: DISCUSSION/ACTION: ATEN BOULEVARD & CROSS ROAD INTERSECTION IMPROVEMENTS (BID 2020-03).

1. APPROVAL OF BALANCING CHANGE ORDER.
2. ACCEPTANCE OF WORK COMPLETED.
3. AUTHORIZE CITY CLERK TO FILE NOTICE OF COMPLETION.

E-5. SUBJECT: DISCUSSION/ACTION: TRAFFIC CONCERNS AT THE INTERSECTION OF NECKEL ROAD AND CANON DRIVE.

1. REVIEW TRAFFIC COMMISSION RECOMMENDATION AND DIRECT STAFF REGARDING PLACEMENT OF A 4-WAY STOP AT THE INTERSECTION OF CANON DRIVE AND NECKEL ROAD.

E-6. SUBJECT: DISCUSSION/ACTION: IMPERIAL POLICE DEPARTMENT POLICY AMENDMENT.

1. APPROVAL TO AMEND CURRENT IPD POLICY 1023.3 – TATTOOS.

E-7. SUBJECT: DISCUSSION/ACTION: CHRISTMAS IN A SMALL TOWN – DECEMBER 12, 2020.

1. AUTHORIZATION OF IMPERIAL CHAMBER OF COMMERCE TO HOLD “CHRISTMAS IN A SMALL TOWN” CHRISTMAS MARKET ON CITY STREETS ON DECEMBER 12, 2020 FROM 9:00 AM TO 3:00 PM CONTINGENT UPON THE APPROVAL OF THE IMPERIAL COUNTY PUBLIC HEALTH DEPARTMENT.
2. AUTHORIZATION OF STREET CLOSURES AFFECTING IMPERIAL AVENUE FROM 6TH STREET THROUGH 9TH STREET AND BARIONI BOULEVARD FROM “H” STRET TO IMPERIAL AVENUE FROM 5:30 AM UNTIL 5:00 PM ON DECEMBER 12, 2020.
3. AUTHORIZATION TO PROVIDE CITY RESOURCES AS REQUIRED AND REQUESTED BY THE IMPERIAL CHAMBER OF COMMERCE TO BE REIMBURSED BY THE CHAMBER NOT TO EXCEED \$3600.00.

E-8. SUBJECT: DISCUSSION/ACTION: CITY ATTORNEY PROFESSIONAL SERVICES.

1. APPROVAL OF AGREEMENT BETWEEN CITY OF IMPERIAL AND GEOFFREY P. HOLBROOK FOR CITY ATTORNEY PROFESSIONAL SERVICES.

E-9. SUBJECT: DISCUSSION/ACTION: UPDATE OF COVID-19 PANDEMIC.

F. REPORTS:

F-1. SUBJECT: MAYOR AND COUNCIL MEMBER REPORTS.

F-2. SUBJECT: CITY MANAGER REPORT.

F-3. SUBJECT: DEPARTMENT REPORTS.

ADJOURN CITY COUNCIL MEETING UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, NOVEMBER 18, 2020 AT 7:00 P.M.

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

Check Register Report

D-1

Date: 10/29/2020

Time: 5:01 pm

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CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
95529	10/21/2020	Printed		7202	ADVANCED EYE CARE		5,000.00
					OPTOMETRY		
95530	10/21/2020	Printed		023	AIRWAVE COMMUNICATIONS		450.00
95531	10/21/2020	Printed		1119	ALBERT VALENZUELA		1,009.93
95532	10/21/2020	Printed		7210	ALISON DIAZ		82.94
95533	10/21/2020	Printed		6859	ALL VALLEY BACKFLOW		4,090.03
95534	10/21/2020	Printed		2357	ALL VALLEY FENCE		43.10
95535	10/21/2020	Printed		195	ALLIED WASTE		845.16
95536	10/21/2020	Printed		195	ALLIED WASTE		11,442.44
95537	10/21/2020	Printed		195	ALLIED WASTE		113,879.83
95538	10/21/2020	Printed		1406	ALVARO MADRID CONCRETE		4,900.00
					CONST.		
95539	10/21/2020	Printed		5956	AMAZON CAPITAL SERVICES		545.61
95540	10/21/2020	Printed		3912	ANITA OLIVOS		171.47
95541	10/21/2020	Printed		656	AQUA METRIC		27,197.74
95542	10/21/2020	Printed		2081	ARAMARK UNIFORM SERVICE		667.28
95543	10/21/2020	Printed		4890	ARTHUR GARCIA		692.50
95544	10/21/2020	Printed		1066	AT&T		2,384.60
95545	10/21/2020	Printed		1851	AT&T LONG DISTANCE		119.16
95546	10/21/2020	Printed		2173	ATEN EXPRESS INC		96.00
95547	10/21/2020	Printed		5994	AUTOZONE INC.		32.31
95549	10/21/2020	Printed		4400	BABCOCK LABORATORIES, INC.		2,546.00
95550	10/21/2020	Printed		250	BLUE SHIELD OF CALIFORNIA		32,702.43
95551	10/21/2020	Printed		7158	BLUETARP FINANCIAL, INC.		183.91
95552	10/21/2020	Printed		674	BRENNTAG		13,943.18
95553	10/21/2020	Printed		455	CALIFORNIA STATE		618.46
					DISBURSEMENT		
95554	10/21/2020	Printed		3669	CANON		647.97
95555	10/21/2020	Printed		7213	CARLOS MORENO		138.38
95556	10/21/2020	Printed		7212	CARLOS VARGAS		134.17
95557	10/21/2020	Printed		7207	CATALINA CARO		59.97
95558	10/21/2020	Printed		7204	CHRISTOPHER POE		92.83
95559	10/21/2020	Printed		3029	CLAIREMONT EQUIPMENT		652.50
95560	10/21/2020	Printed		6222	CODE EXXPERTS, LLC		1,591.32
95561	10/21/2020	Printed		3550	CORE-ROSION PRODUCTS		7,181.46
95562	10/21/2020	Printed		258	CORRPRO WATER WORKS		2,295.00
95563	10/21/2020	Printed		132	COSTCO WHOLESALE		579.70
95565	10/21/2020	Printed		6857	COUNTY MOTOR PARTS CO,		1,175.67
					INC		
95566	10/21/2020	Printed		3135	COUNTY OF SAN DIEGO, RCS		1,565.60
95567	10/21/2020	Printed		3403	DANIELS TIRE CORPORATE		3,173.53
					ADMIN		
95568	10/21/2020	Printed		1302	DAVID TURCH & ASSOCIATES		5,000.00
95569	10/21/2020	Printed		1970	DC FROST ASSOCIATES, INC		3,039.44
95570	10/21/2020	Printed		1623	DENNIS H. MORITAAPC		1,240.00
95571	10/21/2020	Printed		339	DEPARTMENT OF		1,585.58
					CONSERVATION		
95572	10/21/2020	Printed		2815	DEVELOPMENT MANAGEMENT		8,000.00
					GROUP		
95573	10/21/2020	Printed		7211	DONALD WHITE		93.49
95574	10/21/2020	Printed		517	DYNAMIC CONSULTING		1,900.00
					ENGINEERS		
95575	10/21/2020	Printed		6642	EDD		100.00
95576	10/21/2020	Printed		6426	EFR ENVIRONMENTAL		5,000.00
95577	10/21/2020	Printed		1123	EMPIRE SOUTHWEST		5,007.80
95578	10/21/2020	Printed		1307	EXECUTIVE LANDSCAPE INC		22,800.00
95579	10/21/2020	Printed		4363	EXPERT NETWORKS INC.		1,072.50
95580	10/21/2020	Printed		7214	FIRST DATA GLOBAL LEASING		232.74
95581	10/21/2020	Printed		5134	FORENSIC DRUG TESTING		278.98
					SERVICES		
95582	10/21/2020	Printed		314	FRANCHISE TAX BOARD		814.72
95583	10/21/2020	Printed		2825	FSC-AMFE		5,686.08
95584	10/21/2020	Printed		7206	GERARDO RIOS		160.52
95585	10/21/2020	Printed		205	GRANITE CONSTRUCTION CO.		1,118.85

Check Register Report

Date: 10/29/2020
Time: 5:01 pm
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CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
95586	10/21/2020	Printed		7209	GUILLERMO SOLORIO		46.99
95587	10/21/2020	Printed		7162	HAPPY KIDS FAMILY CHILD CARE		1,395.00
95588	10/21/2020	Printed		2096	HOME DEPOT CREDIT SERVICES		875.89
95589	10/21/2020	Printed		1190	ICMARC		1,640.19
95590	10/21/2020	Printed		3205	IMPERIAL COUNTY SHERIFFS DEPT.		60,335.33
95591	10/21/2020	Printed		028	IMPERIAL IRRIGATION DISTRICT		9,244.55
95592	10/21/2020	Printed		4264	IMPERIAL IRRIGATION DISTRICT		7,902.00
95593	10/21/2020	Printed		102	IMPERIAL POLICE OFFICERS ASSN.		825.00
95594	10/21/2020	Printed		221	IMPERIAL PRINTERS		139.65
95595	10/21/2020	Printed		3187	IMPERIAL TRUSS & LUMBER CO.		23.17
95596	10/21/2020	Printed		2099	IMPERIAL VALLEY OCCUPATIONAL M		665.00
95597	10/21/2020	Printed		5033	INFO SEND INC.		4,445.96
95598	10/21/2020	Printed		320	INTERNAL REVENUE SERVICE		150.00
95599	10/21/2020	Printed		7122	ITERIS INC		12,708.84
95600	10/21/2020	Printed		1587	JADE SECURITY SYSTEMS, INC.		3,912.15
95601	10/21/2020	Printed		008	JIM REITER'S LOCKSMITH & SAFE		52.31
95602	10/21/2020	Printed		642	JORDAN CENTRAL IMPLEMENT CO.		300.23
95603	10/21/2020	Printed		868	K-C WELDING & RENTALS, INC.		832.78
95604	10/21/2020	Printed		7208	KEVIN MUNROE		179.38
95605	10/21/2020	Printed		2901	KIMBALL MIDWEST		1,794.23
95606	10/21/2020	Printed		1647	LA BRUCHERIE IRRIGATION SUPPLY		5,655.93
95607	10/21/2020	Printed		1996	LEE TIRE CO.		165.00
95608	10/21/2020	Printed		101	LINCOLN LIFE		1,276.00
95610	10/21/2020	Printed		401	LOWE'S		1,260.98
95611	10/21/2020	Printed		7205	MARCO SANCHEZ		21.16
95612	10/21/2020	Printed		660	MARK GADDIS		1,500.00
95613	10/21/2020	Printed		2689	MAX SHEFFIELD		91.50
95614	10/21/2020	Printed		5100	MCCAIN		3,278.64
95615	10/21/2020	Printed		370	MC KAY'S SPECIALIZED		11.42
95616	10/21/2020	Printed		776	MOSS, LEVY & HARTZHEIM LLP		1,400.00
95617	10/21/2020	Printed		4475	MOTOROLA SOLUTIONS, INC		38,703.45
95618	10/21/2020	Printed		3296	MUNIMETRIX SYSTEMS CORP.		499.00
95619	10/21/2020	Printed		7201	NARVEKAR CHIROPRACTIC		5,000.00
95620	10/21/2020	Printed		2295	NEW BORDER TACTICAL, INC		28.41
95621	10/21/2020	Printed		2295	NEW BORDERTACTICAL, INC		27.76
95622	10/21/2020	Printed		855	NORTHERN SAFETY CO.		346.53
95623	10/21/2020	Printed		2510	NTU TECHNOLOGIES, INC.		5,452.00
95624	10/21/2020	Printed		4481	O'REILLY		72.35
95625	10/21/2020	Printed		999	OCTAVIO AYALA		91.50
95626	10/21/2020	Printed		079	ONE SOURCE DISTRIBUTORS		180.54
95627	10/21/2020	Printed		3581	PARKHOUSE TIRE INC.		234.03
95628	10/21/2020	Printed		084	PITNEY BOWES PURCHASE POWER		400.00
95629	10/21/2020	Printed		896	POLICE AND FIRE PSYCHOLOGY		350.00
95630	10/21/2020	Printed		6710	PREMIER RENTALS		554.75
95631	10/21/2020	Printed		2782	PRINCIPAL-SBD GRAND ISLAND		5,214.48
95632	10/21/2020	Printed		133	RAIN FOR RENT		55.90
95633	10/21/2020	Printed		6561	RAMON VELOZ		139.92
95634	10/21/2020	Printed		694	REXEL OF AMERICA, LLC		226.26
95635	10/21/2020	Printed		4324	ROBERT EMMETT		318.53
95636	10/21/2020	Printed		3121	ROBERT MARTINEZ		31.99

Check Register Report

Date: 10/29/2020

Time: 5:01 pm

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CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
95637	10/21/2020 Printed			2564	ROGERS & ROGERS		100.00
95638	10/21/2020 Printed			1637	ROMEO'S CAR WASH		154.00
95639	10/21/2020 Printed			957	SC FUELS		1,415.39
95640	10/21/2020 Printed			979	SELLERS PETROLEUM		8,131.41
95641	10/21/2020 Printed			1239	SHERWIN-WILLIAMS		17.38
95642	10/21/2020 Printed			5706	SHI INTERNATIONAL CORP		926.66
95643	10/21/2020 Printed			1367	SHRED-IT		71.70
95644	10/21/2020 Printed			3262	SIMNSA HEALTH PLAN		11,701.71
95645	10/21/2020 Printed			135	SOCALGAS		69.10
95646	10/21/2020 Printed			2365	SPARKLETTES		241.02
95647	10/21/2020 Printed			4561	STATEWIDE TRAFFIC SAFETY AND		3,416.63
95648	10/21/2020 Printed			7189	SUMMIT SAFETY LLC		2,646.25
95649	10/21/2020 Printed			6416	SUN DATA SUPPLY		176.80
95650	10/21/2020 Printed			7200	SUN VALLEY RESEARCH CENTER, IN		5,000.00
95651	10/21/2020 Printed			068	SUNBELT RENTALS, INC.		113.81
95652	10/21/2020 Printed			1265	SUPERIOR READY MIX CONCRETE LP		292.28
95653	10/21/2020 Printed			6774	SUSANA LEON		55.05
95654	10/21/2020 Printed			104	TEAMSTERS, LOCAL 542		1,606.00
95655	10/21/2020 Printed			385	THE CA PEACE OFFICER'S ASSOCIA		125.00
95656	10/21/2020 Printed			5774	TOTAL INDUSTRIES INC.		1,325.31
95657	10/21/2020 Printed			058	TROJAN UV		775.80
95662	10/21/2020 Printed			5837	U.S. BANK		8,585.84
95663	10/21/2020 Printed			275	UNDERGROUND SERVICE ALERT OF		108.78
95664	10/21/2020 Printed			2008	UNITED PARCEL SERVICE		38.77
95665	10/21/2020 Printed			944	UNITED WAY OF IMPERIAL COUNTY		7.00
95666	10/21/2020 Printed			931	URBAN FUTURES INCORPORATED		11,700.00
95667	10/21/2020 Printed			1100	USA BLUEBOOK		4,484.80
95668	10/21/2020 Printed			611	VERIZON WIRELESS		936.29
95669	10/21/2020 Printed			7203	VICTOR PADILLA		10.61
95670	10/21/2020 Printed			5639	WAGEWORKS, INC		50.00
95671	10/21/2020 Printed			1568	WEBB AND ASSOCIATES		139,730.85
95672	10/21/2020 Printed			355	WYMORE, INC.		373.19
95673	10/22/2020 Printed			7215	DEPT OF ALCOHOLIC BEV CONTROL		200.00
95674	10/22/2020 Printed			7173	LINEAGE BARBERSHOP		5,000.00
95675	10/27/2020 Printed			1171	IMPERIAL IRRIGATION DISTRICT-		583,500.00

Total Checks: 140

Checks Total (excluding void checks): 1,279,206.99

Total Payments: 140

Bank Total (excluding void checks): 1,279,206.99

Total Payments: 140

Grand Total (excluding void checks): 1,279,206.99

**MINUTES
ADJOURNED REGULAR MEETING
CITY COUNCIL
AUGUST 21, 2020**

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

TELECONFERENCE NOTICE

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

A. CITY COUNCIL CONVENED TO OPEN SESSION

MAYOR PECHTL called the meeting to order at 5:01 PM.

COUNCIL MEMBERS PRESENT: AMPARANO, DALE, EUGENIO*, TUCKER, AND
PECHTL

OTHER OFFICIALS PRESENT: CITY MANAGER MORITA, CITY CLERK JACKSON,
ASSISTANT CITY MANAGER BROWN, POLICE CHIEF
BARRA*, IT DIRECTOR ESTRADA, COMMUNITY
SERVICES DIRECTOR HALLER*, ADMINISTRATIVE
SERVICES DIRECTOR GUTIERREZ*, COMMUNITY
DEVELOPMENT DIRECTOR MORA*, AND PARKS
SUPERINTENDENT LOPEZ*

*remote participation

The Pledge of Allegiance was led by Councilmember Dale.

B. PUBLIC APPEARANCES:

B-1. Matters not appearing on the agenda.

None.

B-2. Matters appearing on the agenda.

An e-mail was received from Deborah Weekes and read into the record. She wrote against re-opening businesses without state approval.

An e-mail was submitted by David and Shawn Angulo and read into the record. They wrote supporting the council if the decision is made to re-open businesses in the city.

Mark Hammerness, Imperial resident addressed the Council in favor of moving forward with opening of businesses to allow people to earn a living. He expressed his disappointment that Supervisor Mike Kelley has not been present at any council meetings to provide input on the matter.

C. ACTION ITEMS:

C-1. SUBJECT: RESOLUTION PROVIDING GUIDANCE TO BUSINESSES IN THE CITY OF IMPERIAL

Each council member took a moment to express their desires in letting the business owners re-open if they so desire, making sure they follow health guidelines that have been set in place. Feelings are that the city needs to move forward at this time.

1. APPROVAL OF RESOLUTION NO. 2020-52; TO PROVIDE GUIDANCE TO BUSINESSES IN THE CITY OF IMPERIAL.

Motion by DALE, second by TUCKER to approve resolution No. 2020-52, A Resolution of the City Council of the City of Imperial Providing Guidance to Businesses in the City Which are Currently Closed Due to State Executive Order.

AYES: AMPARANO, DALE, EUGENIO, TUCKER AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

CONTINUED WITH SPECIAL MEETING AGENDA.

**MINUTES
SPECIAL MEETING
CITY COUNCIL
CITY OF IMPERIAL
AUGUST 21, 2020**

The Mayor of the City of Imperial called a Special Meeting of the Imperial City Council to consider the item (s)
on this agenda.

A. CITY COUNCIL MEETING ALREADY IN SESSION FROM THE ADJOURNED MEETING.

B. PUBLIC APPEARANCES:

B-1. Matters not appearing on the agenda.

None.

B-2. Matters appearing on the agenda.

None.

C. ACTION ITEMS:

C-1. **SUBJECT: URGENCY ORDINANCE TO ALLOW OUTDOOR DINING AREAS.**

1. WAIVE READING IN FULL/ADOPT ORDINANCE NO. 809, AN URGENCY ORDINANCE TO AUTHORIZE THE USE OF NEW OR ADDITIONAL SPACE FOR OUTDOOR DINING.

Motion by DALE, second by TUCKER to waive reading in full and adopt Ordinance No. 809.

AYES: AMPARANO, DALE, EUGENIO, TUCKER, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

SPECIAL CITY COUNCIL MEETING adjourned at 5:37 PM.

**MINUTES
CITY COUNCIL
CITY OF IMPERIAL
SEPTEMBER 2, 2020**

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

TELECONFERENCE NOTICE

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

A. CITY COUNCIL CONVENED TO CLOSED SESSION AT 6:30 PM

- A-1. **SUBJECT:** CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of G.C. 54956.9 (1 potential case)
- A-2. **SUBJECT:** PUBLIC EMPLOYEE PERFORMANCE EVALUATION 54954.5 (e)
TITLE: City Manager

CITY COUNCIL ADJOURNED CLOSED SESSION

B. CITY COUNCIL RE-CONVENED TO OPEN SESSION

COUNCIL MEMBERS PRESENT: DALE, EUGENIO, TUCKER, AND PECHTL

COUNCIL MEMBERS ABSENT: AMPARANO

OTHER OFFICIALS PRESENT: CITY MANAGER MORITA, CITY CLERK JACKSON, ASSISTANT CITY MANAGER BROWN, FIRE CHIEF ESTRADA ESTRADA*, POLICE CHIEF BARRA*, COMMUNITY SERVICES DIRECTOR HALLER*, IT DIRECTOR ESTRADA, ADMINISTRATIVE SERVICES DIRECTOR GITIERREZ, COMMUNITY DEVELOPMENT DIRECTOR MORA*, PARKS SUPERINTENDENT LOPEZ*, PUBLIC SERVICES MANAGER SELF*, AND SGT. SHEFFIELD*

*remote participation.

MAYOR PECHTL called the meeting to order at 7:05 pm and the Pledge of Allegiance was led by Councilmember Tucker.

C. PUBLIC APPEARANCES:

C-1. Matters not appearing on the agenda.

Four e-mails were received and read into the record. They are from the following: Susie Martinez, Angelica Flores, Erin Rodriguez, and Jerry Espinoza. All are essential workers (grocery stores) and stressed the need for enforcement of health and safety rules under COVID -19 and the need for additional work place protections for employees.

C-2. Matters appearing on the agenda.

None.

D. CONSENT AGENDA:

D-1. Approval of claims/warrants report.

D-2. Approval of Treasurers' Report for month of July 2020.

D-3. Approval and Acceptance of off-site street improvements and partial reconveyance to Imperial Ranch Partners, LLC – Victoria Ranch Subdivision Unit 3B(2)-Phase 11B (lots 6 to 14 per FM 27/3)

D-4. Continue emergency action for repairs to manhole located near the intersection of Hwy 86 and Aten (southeast corner).

D-5. Continue emergency action for repairs to traffic signal light located at intersection of Hwy 86 and Neckel Road.

Motion by DALE, second by EUGENIO to approve the Consent Agenda withholding warrant 94681 for separate action.

AYES: DALE, EUGENIO, TUCKER, AND PECHTL

NOES: NONE

ABSTIN: NONE

ABSENT: AMPARANO MOTION CARRIED 4-0

Motion by DALE, second by EUGENIO to approve warrant 94681 payable to JT Towing.

AYES: DALE, EUGENIO, AND PECHTL

NOES: NONE

ABSTAIN: TUCKER

ABSENT: AMPARANO MOTION CARRIED 3-0-1

E. ACTION ITEMS:

E-1. SUBJECT: SERVICE AREA PLAN AND DEVELOPMENT IMPACT FEE PREPARATION SERVICES.

1. AWARD CONTRACT TO HOWES, WEILER, LANDY PLANNING AND ENGINEERING CONSULTING SERVICES FOR PREPARATION OF THE SERVICE AREA PLAN AND DEVELOPMENT IMPACT FEE UPDATES IN THE AMOUNT OF \$48,120.00.

Motion by EUGENIO, second by DALE to award the contract to Howes, Weiler, Landy Planning and Engineering Consulting Services.

AYES: DALE, EUGENIO, TUCKER, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: AMPARANO

MOTION CARRIED 4-0

E-2. SUBJECT: 2020 OVERLAY IMPROVEMENTS PROJECT AT THE INTERSECTION OF ATEN BOULEVARD AND CLARK ROAD (BID 2020-09).

1. REVOKE PREVIOUS ACTION WHICH AWARDED A CONSTRUCTION CONTRACT TO LC PAVING & SEALING, INC.

Motion by DALE, second by EUGENIO to revoke the previous action to award contract to LC Paving.

AYES: DALE, EUGENIO, AND PECHTL

NOES: TUCKER

ABSTAIN: NONE

ABSENT: AMPARANO

MOTION CARRIED 3-1

2. WAIVE MINOR BID IRREGULARITY.

Motion by DALE, second by EUGENIO to waive the bid irregularity.

AYES: DALE, EUGENIO, AND PECHTL

NOES: TUCKER

ABSTAIN: NONE

ABSENT: AMPARANO

MOTION CARRIED 3-1

3. AWARD CONSTRUCTION CONTRACT TO PYRAMID CONSTRUCTION AND AGGREGATES, INC, IN THE AMOUNT OF \$456,678.88

Motion by DALE, second by EUGENIO to award the contract to Pyramid Construction and Aggregates, Inc.

AYES: DALE, EUGENIO, AND PECHTL

NOES: TUCKER

ABSTAIN: NONE

ABSENT: AMPARANO

MOTION CARRIED 3-1

4. AUTHORIZE 15% CONTINGENCY.

Motion by DALE, second by EUGENIO, to authorize the 15% contingency.

AYES: DALE, EUGENIO, AND PECHTL

NOES: TUCKER

ABSTAIN: NONE

ABSENT: AMPARANO

MOTION CARRIED 3-1

E-3. SUBJECT: CITY OF IMPERIAL STANDARD DETAIL DRAWINGS.

1. APPROVAL OF STANDARD DETAIL GUIDELINE MANUAL.

Motion by TUCKER, second by DALE to approve the manual.

AYES: DALE, EUGENIO, TUCKER, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: AMPARANO

MOTION CARRIED 4-0

E-4. SUBJECT: BARIONI AVENUE WATERLINE PROJECT (BID 2020-05)

1. REQUIRE HYLAN WEST TO SUBMIT THE COMPLETED NON-COLLUSION AFFIDAVIT SO THAT THE CITY HAS IT IN THE PROJECT RECORD.

Motion by TUCKER, second by EUGENIO to require the none-collusion affidavit by Hylan West.

AYES: DALE, EUGENIO, TUCKER, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: AMPARANO MOTION CARRIED 4-0

2. WAIVE MINOR IRREGULARITIES IN HYLAN WEST'S BID AND AWARD THE CONTRACT TO THE LOW BIDDER HYLAN WEST IN THE AMOUNT OF \$408,500.72.

Motion by TUCKER, second by DALE to approve the waiver and award contract to Hylan West.

AYES: DALE, EUGENIO, TUCKER, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: AMPARANO MOTION CARRIED 4-0

E-5. SUBJECT: AWARD OF CONTRACT FOR PROFESSIONAL SERVICES FOR THE TOWNSITE PARK PROJECT.

1. AWARD CONTRACT TO RINCON CONSULTANTS, INC. IN THE AMOUNT OF \$76,432.00 FOR PREPARATION OF INITIAL STUDY-MITIGATED NEGATIVE DECLARATION.

Motion by EUGENIO, second by TUCKER to award contract to Rincon Consultants, Inc.

AYES: DALE, EUGENIO, TUCKER, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: AMPARANO MOTION CARRIED 4-0

E-6. SUBJECT: PURCHASE OF EQUIPMENT - IT DEPARTMENT - CYBERSECURITY HARDWARE

1. APPROVAL OF DISBURSEMENT OF FUNDS FOR CYBERSECURITY ITEMS IN THE AMOUNT OF \$24,500.58.

Motion by DALE, second by TUCKER to approve the disbursement of funds.

AYES: DALE, EUGENIO, TUCKER, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: AMPARANO MOTION CARRIED 4-0

E-7. SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF HOLTVILLE FOR CYBERSECURITY SERVICES.

1. APPROVAL OF INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF IMPERIAL AND CITY OF HOLTVILLE.

Motion by DALE, second by TUCKER to approve the intergovernmental agreement,

AYES: DALE, EUGENIO, TUCKER, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: AMPARANO MOTION CARRIED 4-0

E-8. SUBJECT: PURCHASE OF EQUIPMENT FOR THE POLICE DEPARTMENT.

1. APPROVAL TO PURCHASE BODY WORN CAMERAS AND TASER 7 PACKAGE THROUGH AXON ENTERPRISES.

Motion by DALE, second by TUCKER to approve the purchase of equipment as requested.

AYES: DALE, EUGENIO, TUCKER, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: AMPARANO MOTION CARRIED 4-0

E-9. SUBJECT: CORONAVIRUS RELIEF FUND – BUSINESS ASSISTANCE MICRO-GRANT PROGRAM.

1. AWARD OF CORONAVIRUS RELIEF FUND MICRO-GRANTS IN THE AMOUNT OF \$5,000.00 EACH.

Motion by DALE. Second by TUCKER to award funds as presented.

AYES: DALE, EUGENIO, TUCKER, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: AMPARANO MOTION CARRIED 4-0

E-10. SUBJECT: ENTERPRISE BUDGET FUNDS FOR FISCAL YEAR 2020-2021.

1. ADOPT ENTERPRISE BUDGET FOR FISCAL YEAR 2020-2021.

Motion by TUCKER, second by EUGENIO to adopt the enterprise budget.

AYES: DALE, EUGENIO, TUCKER, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: AMPARANO MOTION CARRIED 4-0

E-11. SUBJECT: APPROPRIATIONS LIMIT FOR FISCAL YEAR 2020-2021.

1. ADOPT RESOLUTION NO. 2020-55, RESOLUTION OF THE CITY COUNCIL ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2020-2021 IN ACCORDANCE WITH ARTICLE XIII OF THE CONSTITUTION OF THE STATE OF CALIFORNIA.

Motion by DALE, second by EUGENIO to adopt Resolution No. 2020-55.

AYES: DALE, EUGENIO, TUCKER, AND PECHTL

NOES: NONE

ABSTAIN: NONE

E-12. SUBJECT: DISCUSSION/ACTION: UPDATE OF COVID-19 PANDEMIC.

ASSISTANT CITY MANAGER BROWN reported the governor issued a new tiered system for re-opening businesses and other activities which is now in place. She also reported the Secretary of State has issued frequently asked questions regarding the vote-by-mail ballots. This information will be placed on the city's website.

F. REPORTS:**F-1. SUBJECT: MAYOR AND COUNCIL MEMBER REPORTS.**

DALE, EUGENIO, AND PECHTL addressed concerns with our downtown and loss or potential loss of businesses due to the pandemic. They encouraged business owners and property owners to contact the city if faced with potential closure of businesses and/or loss of tenants. Our community depends on tenants and landlords.

F-2. SUBJECT: CITY MANAGER REPORT.

ASSISTANT CITY MANAGER BROWN reported that a heat advisory has been issued for our region for the upcoming weekend. She also reported that the response rate for the 2020 census in Imperial is at 72.1%. September 30th will be the last day to respond.

F-3. SUBJECT: DEPARTMENT REPORTS.

PUBLIC SERVICES MANAGER SELF reported that the Barioni waterline project will take 90 days to complete.

CITY CLERK JACKSON announced that September 4, 2020 will be the first day that campaign signs will be allowed to be placed in the city as per our sign ordinance.

CITY COUNCIL MEETING ADJOURNED AT 8:27 PM UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, SEPTEMBER 16, 2020 AT 7:00 P.M.

Agenda Item**No.**D-3

DATE SUBMITTED

10/28/2020

COUNCIL ACTION

(X)

COMMUNITY
DEVELOPMENT
DIRECTOR

PUBLIC HEARING

()

SUBMITTED BY

REQUIRED

RESOLUTION

()

DATE ACTION REQUIRED

11/04/2020ORDINANCE 1ST READING

()

ORDINANCE 2ND READING

()

CITY CLERK'S INITIALS

()

**IMPERIAL CITY COUNCIL
AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION:

CONTINUATION OF EMERGENCY ACTIONS TO REMOVE OF A CLUSTER OF
EUCALYPTUS TREES LOCATED ALONG THE NORTH SIDE OF NECKEL ROAD.

- I. AUTHORIZING TO CONTINUE THE EMERGENCY ACTION PER RESOLUTION
2020-59 FOR THE REMOVAL OF A CLUSTER OF EUCALYPTUS TREES LOCATED
ALONG THE NORTH SIDE OF NECKEL ROAD.

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:

A cluster of Eucalyptus trees located at the north side of Neckel Road and Rodeo Drive intersection are dead or dying and the continued deterioration in the condition of the trees is resulting in tree debris falling onto Neckel Road and if such deterioration is allowed to continue unabated, the amount, size and frequency of the debris falling on Neckel Road could increase. Said falling tree debris would potentially expose persons and property to injury and damage.

On September 16, 2020 City Council adopted Resolution 2020-59 authorizing the city manager to take such action as may be necessary in response to said emergency.

During the week of September 28th, "Utility Tree Service, Inc." trimmed the highest and more hazardous branches of said trees. The removal of said trees is still a work in progress.

Currently, the Public Services Department is obtaining quotes from skilled local tree removal contractors to complete this task.

FISCAL IMPACT:

Unknown at the time of agenda preparation.

ADMIN
SERVICES
SIGN INITIALS**STAFF RECOMMENDATION:**

Staff recommends authorizing to continue emergency action.

DEPT. INITIALS

**MANAGER'S RECOMMENDATION:***approve*CITY
MANAGER'S
INITIALS**MOTION:**

SECONDED:

APPROVED ()

REJECTED ()

AYES:

DISAPPROVED ()

DEFERRED ()

NAYES:

ABSENT:

REFERRED TO:

DATE SUBMITTED	10/28/20
SUBMITTED BY	Imperial Police Dept.
DATE ACTION REQUIRED	11/04/20

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: DECLARE SURPLUS OF IMPERIAL POLICE
DEPARTMENT EQUIPMENT

**1. DECLARATION OF X26 TASER CARTRIDGES AND BATTERIES AS SURPLUS,
AND AUTHORIZATION TO DONATE TO WESTMORLAND POLICE
DEPARTMENT.**

DEPARTMENT INVOLVED: Police Dept.

BACKGROUND/SUMMARY:

The Imperial Police Department is requesting the Imperial City Council to declare IPD's current inventory of X26 cartridges, and batteries as surplus equipment. With the transition to our new Taser 7's we will no longer have a use for these. If declared, they will be donated to the Westmorland Police Department. The X26 Taser handle will be sent to Axon and the Imperial Police Department will receive a credit for them as part of the Taser 7 purchase agreement.

Staff would like to have the following equipment declared as surplus:

- 61-X26 Batteries
- 278- Blue Training Cartridges
- 5- 21 FT Cartridges
- 81- 25 FT Cartridges
- 41- 15 FT Cartridges

FISCAL IMPACT: None

ADMIN
SERVICES
SIGN INITIALS

STAFF RECOMMENDATION: Approve Taser Cartridges and Batteries as surplus

DEPT. INITIALS

MANAGER'S RECOMMENDATION:

CITY
MANAGER's
INITIALS

MOTION:

SECONDED:

AYES:

YES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

DATE SUBMITTED

10/28/2020

SUBMITTED BY

R. Alejandro Estrada

DATE ACTION REQUIRED

11/04/2020

COUNCIL ACTION (x)

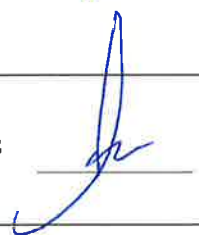
PUBLIC HEARING REQUIRED ☐

RESOLUTION ()

ORDINANCE 1ST READING ()ORDINANCE 2ND READING ()CITY CLERK'S INITIALS

3

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT:		DISCUSSION/ACTION:	
		I. APPROVAL OF DISBURSEMENT OF FUNDS FOR THE ANNUAL AQUA METRIC/SENSUS SERVICE AGREEMENT IN THE AMOUNT OF \$23,651.55.	
DEPARTMENT INVOLVED:		DEPARTMENT OF INFORMATION TECHNOLOGY	
BACKGROUND/SUMMARY:			
On April 30, 2014, The City of Imperial contracted the services of Sensus (Aqua Metric) for an Advanced Metering Infrastructure System. This system allows the city to acquire the water readings wirelessly from the water meters installed around the city, process the water bills and provide customer services to city customers. As we prepare to pay the sixth year of services. We are asking for authorization to use the funds allocated on in the current fiscal year budget to cover this services on the amount of 23,651.55			
FISCAL IMPACT: NOT TO EXCEED		FINANCE INITIALS	
FISCAL IMPACT:			
No additional fiscal impact to adopted budget FY 2020-2021.			
STAFF RECOMMENDATION:		DoIT INITIALS	
It is staffs recommendation to approve the disbursement of funds for these items.			
MANAGER'S RECOMMENDATION:		CITY MANAGER's INITIALS	
The City Manager agrees with staffs recommendation.			
MOTION:			
SECONDED: AYES: NAYES: ABSENT:		APPROVED () DISAPPROVED () REFERRED TO:	
		REJECTED () DEFERRED ()	



October 22, 2020

City of Imperial
420 S. Imperial Ave.
Imperial, Ca 92251

Aqua Metris Sales Company is pleased to offer you the following prices on Sensus water meter products.

Style / Size	Price
Annual Fee RNI and SAAS Coverage 12-17-2020 to 12-16-2021	\$10,456.17
Annual Fee Sensus Water Analytics Enhanced Coverage 12-17-2020 to 12-16-2021	\$10,456.17
Metro 50/100 1Year Coverage Extended Maintenance Coverage 12-17-2020 to 12-16-2021	\$2,739.21

Prices are firm through December 17,2020. Full freight allowed on orders of more than \$10,000.00. Prices are net Tax not included. Terms net 30 days.

Ed Funk

Agenda Item No. D-6

DATE SUBMITTED 10/28/2020
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
 DATE ACTION REQUIRED 11/4/2020

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: PREPARATION OF REZONING, UP-ZONING, AND GENERAL PLAN AMENDMENTS.

1. AWARD CONTRACT TO HOWES/WEILER/LANDY PLANNING AND ENGINEERING SERVICE FOR PREPARATION OF THE REZONING, UP-ZONING, AND GENERAL PLAN AMENDMENTS FOR VARIOUS SITES TO BE DETERMINED WITHIN THE CITY OF IMPERIAL IN EFFORTS TO ACCELERATE HOUSING PRODUCTION.

DEPARTMENT COMMUNITY DEVELOPMENT
 INVOLVED:

BACKGROUND/SUMMARY:

The City of Imperial was awarded the SB 2 Grant by the State of California's Housing and Community Development Department. The grants purpose is to be used to accelerate housing production. The City will be utilizing the grant to prepare the identification and rezoning of certain R-1 (Residential Single-family) zones to R-A (Residential Apartment), up-zoning Commercial zones to include residential uses, and General Plan Amendments to accelerate housing production within the City of Imperial. Staff released an RFP for preparation services. The RFP was sent to known consultants and advertised on the City's website. Three (2) proposals were received:

1. Howes/Weiler/Landy
2. M.W. Steele Group

Howes/Weiler/Landy and Associates submitted a proposal in the amount of \$49,590.00. The fee will be paid out of SB 2 Grant Funds and Housing Funds.

All proposals received have a vast knowledge of rezoning, up-zoning, and general plan amendment preparation; however, the following proposals seems to be the most advantageous to the city (Please see "Attachment A"):

1. Howes/Weiler/Landy Planning and Engineering Consulting Services

FISCAL IMPACT: \$49590; The fees will be paid out of SB 2 Grants(\$45,400) and Housing Funds (\$4,190).

ADMIN
SERVICES
SIGN
INITIALS

[Signature]

STAFF RECOMMENDATION: City of Imperial staff requests Councils approval of consulting services from Howes/Weiler/Landy for the proposed rezoning and general plan updates.

DEPT.
INITIALS

OM

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

[Signature]

MOTION:

SECONDED: APPROVED () REJECTED ()

AYES:
NAYES:

DISAPPROVE ()

DEFERRED ()



Community Development Department

Proposals for Rezone, Up-zone, and General Plan Amendment Services	
Date:	October 28, 2020

Company	Proposal Cost
M.W. Steele Group	\$579,281.00
Howes Weiler Landy	\$49,590.00

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

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SUBJECT:		
DISCUSSION: FIELD RESERVATION & USAGE FEES		
DEPARTMENT INVOLVED: PARKS		
BACKGROUND/SUMMARY: On October 21, 2020 City Council gave staff direction to breakdown costs associated with parks & field reservations for adult/youth sports organizations. Staff has prepared and attached a broad overview of the costs for maintenance, lighting, and related costs associated with our athletic fields. Attached please find the <i>Baseball Field Maintenance Cost Breakdown</i> and <i>Adult/Youth League Fees & Cost Breakdown</i> .		
FISCAL IMPACT: N/A	FINANCE INITIALS	
STAFF RECOMMENDATION: Staff is seeking City Council direction.	DEPT. INITIALS	
MANAGER'S RECOMMENDATION:	CITY MANAGER's INITIALS	
MOTION:		
SECONDED:	APPROVED ()	REJECTED ()
AYES:	DISAPPROVED ()	DEFERRED ()
NAYES:		
ABSENT:	REFERRED TO:	

ADULT/YOUTH LEAGUE FEES & COST BREAKDOWN

(4 Fields: Joshua Park, Joshua Basin, Freddie White Park, & C.A. Irving Park)

ITEMS COVERED UNDER CURRENT RESERVATION FEES	COST
Field Lighting	\$25 - \$35 per hour
Field Maintenance	<i>*See Baseball Field Maintenance Cost Breakdown Sheet</i>
Keys	\$20 deposit
General Cleaning	<i>*See Baseball Field Maintenance Cost Breakdown Sheet</i>

CURRENT PARK/FIELD RESERVATION FEES	PER FIELD (1-Time Season Fee)
1-day Adult/Youth League Rental Fee	\$150 flat fee + \$100 Deposit
3-Consecutive-Day Adult/Youth League Rental Fee	\$250 flat fee + \$100 Deposit
7-Consecutive-Day Adult/Youth League Rental Fee	\$500 flat fee + \$100 Deposit

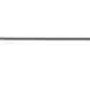
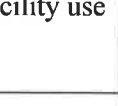
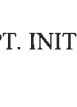
BASEBALL FIELD MAINTENANCE COST BREAKDOWN

(4 Fields: Joshua Park, Joshua Basin, Freddie White Park, & C.A. Irving Park)

FIELD MAINTENANCE EXPENSES	AVERAGE STAFF TIME SPENT (PER PARKS EMPLOYEE)	SUPPLY COSTS PER WEEK (APPROXIMATIONS)
Employee Rate	--	\$16 - \$24 per hour + 35% benefits
Lawn Maintenance & Care	8 hrs/week	\$45 (Fuel at \$3/ gal for Equipment) \$80 – \$250 (Equipment Maintenance)
Irrigation Repair	3 hrs/week (varies)	\$20 - \$250 (Sprinkler replacement, valve replacement, line repairs)
Reseeding	2 hrs per field (<i>as needed</i>)	\$300 per 50 lb bag (one bag of seed is used per field)
General Trash & Clean Up	5 hrs/week	\$40 per park (trash liners, toiletries, etc.)
Snack Bar Painting & Maintenance	2 hrs (<i>as needed</i>)	\$40/gal paint (2-3 gal required)
Perimeter Fence Maintenance	2 hrs (<i>as needed</i>)	\$50 - \$200 (replacements / repairs)

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

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SUBJECT: DISCUSSION/ACTION: FACILITY USE AGREEMENT FIELD OF NINE			
1. APPROVAL OF FACILITY USE AGREEMENT FIELD OF NINE BASEBALL			
DEPARTMENT INVOLVED: PARKS			
BACKGROUND/SUMMARY: On October 27, 2020, Field of nine baseball submitted a application and facility use agreement. Field of nine baseball is a travel ball youth team serving ages 11-13. If city council approves they would be using Joshua Field starting November 9- January 28, 2021, Tuesday, Thursday 5:30-8:15pm and Saturday 9am-12pm. Field use and lighting are being requested. Fees are applicable since travel ball organizations are not considered public recreational leagues.			
FISCAL IMPACT: N/A		FINANCE INITIALS 	
STAFF RECOMMENDATION: It is the department's recommendation for City Council to approve Field of nine facility use agreement		DEPT. INITIALS 	
MANAGER'S RECOMMENDATION:		CITY MANAGER'S INITIALS 	
MOTION:			
SECONDED: AYES: NAYES: ABSENT:		APPROVED () DISAPPROVED () REFERRED TO: REJECTED () DEFERRED ()	

**CITY OF IMPERIAL
FACILITY USE AGREEMENT FOR
FIELD OF NINE**

THIS AGREEMENT, made and entered into this 9 day of November, 2020, by and between the City of Imperial, a municipal corporation duly organized and existing under the laws of the State of California (hereinafter referred to as "AGENCY" and, FIELD OF NINE (hereinafter referred to as "ORGANIZATION").

RECITALS:

- A. It is the AGENCY's desire to serve the public interest of the community by facilitating a program of organized youth sports.
- B. ORGANIZATION has been duly chartered for the 2020 Field Of Nine. The goal and purpose of the ORGANIZATION is to provide a athletic program that serves the members of it's program.
- C. In consideration of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

I. TERM OF AGREEMENT

The AGENCY grants ORGANIZATION the right to use Joshua baseball field (hereinafter "Subject Facility"), for a period of time, commencing November 9, 2020 and terminating January 28, 2021.

II. USE OF FACILITY

The ORGANIZATION shall have the non-exclusive right to use the Subject Facility. ORGANIZATION's right to use the Subject Facility will begin on the above stated date and upon submission of the following to the Agency:

- A. Facility Use Form.
- B. Complete list of names, addresses and telephone numbers of the current Board of Directors or other responsible persons of the ORGANIZATION.
- C. Master calendar of events.
- D. Signed acknowledgement of receipt of Covid19 health and safety guidelines set forth by the state of California.

- E. One copy of the Certificate of Insurance listing the AGENCY as an additional insured and a copy of all applicable endorsements.

The above requested documents must be submitted at least two weeks prior to use. If the documents are not submitted, the AGENCY may withhold use of the Subject Facility.

III. RESPONSIBILITY FOR ACTIVITIES

The ORGANIZATION shall provide the personnel necessary to supervise and conduct the activities as set forth in this Agreement at the Subject Facility, and shall furnish and supply any and all equipment and material, which may be necessary for such activities conducted at the Subject Facility. Athletic Field Lining and Marking - Permanent marking of athletic fields must be done with prior written approval of the AGENCY. Any user failing to comply with established guidelines and notification is subject to invoicing for all damages occurring to fields and termination of this Agreement.

IV. RESPONSIBILITY FOR SAID LEAGUES

- A. ORGANIZATION agrees to observe all rules and regulations as set forth in this Agreement.
- B. Modifications to Park Fields and Facilities - The removal, alteration, painting or addition to any facility or grounds, and construction of any kind to existing structures must be approved by AGENCY. This will include any proposed changes altering design or appearance of the existing landscape of demised premises. No trees, shrubs, or ground covers shall be planted, trimmed or removed without written consent from the AGENCY. Any requests to modify or improve park fields and facilities shall be submitted for approval to the Parks Department, at least sixty (60) days prior to the date of any proposed changes.
- C. ORGANIZATION agrees to erect no fences or advertising matter of any kind on AGENCY grounds without prior approval by the Parks Department (or applicable department).
- D. Closure of Fields - Fields may be scheduled for closure and rehabilitation to allow for recovery due to heavy usage. The dates and times of closure to be determined by the Parks Departments.
- E. There will be no use of AGENCY athletic fields when facilities are unplayable due to rain or other conditions. Any user failing to comply with a decision to postpone use is subject to invoicing for all damages occurring to the field and termination of this Agreement and the ability to use the Subject Facility.

- F. NO altering of sprinklers without authorization.
- G. Any damages to the Subject Facility or appurtenant AGENCY facilities caused by ORGANIZATION or its use of the Subject Facility, will be the ORGANIZATION's responsibility to replace or repair. In the event ORGANIZATION fails or refuses to replace or repair damage, AGENCY may cause such replacement and/or repair to be undertaken and ORGANIZATION agrees to reimburse AGENCY for the costs incurred to do so.
- H. All locks must be standard agency locks and must not be replaced by any other lock.
- I. All leagues are responsible for cleaning areas used, including daily trash produced by league or ORGANIZATION.
- J. Leagues are responsible for controlling their players and parents while using the Subject Facility.
- K. Any violation of this Agreement by ORGANIZATION and/or any league run by ORGANIZATION using the Subject Facility shall lose their privilege and use of the Subject Facility.

V. LEGAL RESPONSIBILITIES

The ORGANIZATION shall keep itself informed of Agency, State and Federal Laws, ordinances and regulations, which in any manner affect the performance of its activities pursuant to this Agreement. The ORGANIZATION shall at all times observe and comply with all such laws, ordinances and regulations. Neither the AGENCY, nor its officers, volunteers, attorneys, agents or employees shall be liable at law or in equity as a result of the ORGANIZATION's failure to comply with this section.

VI. USE OF PREMISES

- A. The Subject Facility shall be used only for those athletic events as set forth in Paragraph 2 above. ORGANIZATION shall not permit the Subject Facility or any part thereof to be used for:
 - 1. The conduct of any offensive, noisy or dangerous activity.
 - 2. The creation or maintenance of a public nuisance.
 - 3. Anything which fails to comply with public regulations or rules of any public authority at any time, applicable to the Subject Facility.

4. Any purpose or in any manner which will obstruct, interfere with or infringe upon the rights of the residents of adjoining properties.

VII. EXCLUSIVE RIGHT

This Agreement does not give the ORGANIZATION any right to the exclusive use of the Subject Facility, restrooms, or any other public facility. ORGANIZATION agrees that the rights herein granted shall not be assigned to or transferable to any persons, teams, or leagues.

VIII. MAINTENANCE

- B. ORGANIZATION shall be responsible for all damages or injury to property or equipment caused by the ORGANIZATION, its agents, employees, volunteers, participants and/or any other individual at the Subject Facility during ORGANIZATION's use of the Subject Facility.
- C. All maintenance such as field preparation, lining of the fields; marking of the fields, and set up of temporary equipment will be performed by ORGANIZATION.
- D. ORGANIZATION is responsible for the facility being free of trash and/or debris caused by group usage upon conclusion of each day's use.
- E. ORGANIZATION is required to report any damage to persons or property or acts of vandalism to the AGENCY immediately.

IX. INSPECTION

- F. ORGANIZATION shall inspect the Subject Facility prior to each use by ORGANIZATION to ensure that it is free from any defects and/or hazards that may pose a danger to participants, spectators and/or any other person who is at the Subject Facility as part of the ORGANIZATION's use of the Subject Facility. ORGANIZATION shall immediately notify AGENCY of any defect or hazard identified so that the AGENCY has sufficient time to warn of the defect or hazard and/or remediate the defect or hazard prior to ORGANIZATION's use of the Subject Facility. ORGANIZATION agrees that should it fail to conduct any such inspection and/or fail to timely notify AGENCY of any defect or hazard identified, ORGANIZATION shall be solely responsible for any damage or injury, whether to persons or property, arising from the defect or hazard.
- B. AGENCY shall have the right to enter the Subject Facility utilized

hereunder as needed. However, AGENCY's exercise of the right to enter shall not create any duty on the party of the AGENCY to inspect the Subject Facility for defects or hazards under Section A herein.

X. IMPROVEMENTS

The removal, alteration, or addition to any facility or grounds and construction of any kind to existing structures must be approved and performed by the AGENCY. This shall include any proposed changes that would alter the design or appearance of the existing landscape of the Subject Facility. No trees, shrub, or ground covers shall be planted, trimmed or removed without written consent from the AGENCY.

Furthermore, all requests for removal, alternation, or addition to any facility or grounds or for construction and painting of any kind to existing structures must be submitted to the AGENCY for consideration and review at least sixty (60) days prior to the date any proposed change(s) is needed.

Assistance by the ORGANIZATION, its agents, employees, or its participants with any such removal, alteration, addition, painting or construction shall be solely at the discretion and with prior written consent of the AGENCY.

Nothing in this section shall be interpreted as prohibiting the normal maintenance of the facility by the ORGANIZATION as specified in section

XI. TITLE TO IMPROVEMENTS

All alterations and additions to the Subject Facility or surrounding grounds and all construction of any kind to existing structures of the Subject Facility shall become the property of the AGENCY. Nothing contained in this paragraph shall authorize the ORGANIZATION to make or place any alterations, changes or improvements on the Subject Facility without the prior written consent of the AGENCY.

XII. SIGNS

Except as specifically set forth herein, no signs shall be erected on the Subject Facility unless written approval is obtained from the AGENCY. Such a request for approval shall be directed to the Parks Director. Sponsor recognition signs may be installed at locations approved by AGENCY. All signs shall be removed upon termination of the 2020-21 league season.

XIII. TERMINATION OF THIS AGREEMENT

ORGANIZATION or AGENCY may, at any time, terminate this Agreement by serving on the other party such written termination at least fifteen (15) days in advance of the effective date of such termination.

XIV. NOTICE

A. All notices respecting this Agreement shall be served by certified mail, postage prepaid, addressed as follows:

B. To AGENCY: City of Imperial
420 S. Imperial Ave.
Imperial, CA 92251
Attention: Parks Superintendent

C. To ORGANIZATION: Field Of Nine
229 Acapulco Dr.
Imperial, CA 92251

Notice shall be deemed to have been served seventy-two (72) hours after the same has been deposited in the United States Postal Service.

XV. ATTORNEYS FEES

Should any litigation or other legal action be commenced between the parties hereto to interpret or enforce the provisions of this Agreement, in addition to any other relief to which the party may be entitled in law or equity, the prevailing party in such litigation or legal action shall be entitled to recover costs of suit and reasonable attorney's fees.

XVI. GOVERNING LAW

This Agreement will be governed by and constructed in accordance with the laws of the State of California.

XVII. ASSIGNMENT

Neither this Agreement nor any duties, rights or obligations under this Agreement may be assigned by ORGANIZATION, either voluntarily or by operation of law without the express written consent of the AGENCY.

XVIII. INSURANCE

ORGANIZATION shall maintain insurance in conformance with the requirements set forth in Exhibit A. ORGANIZATION will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, ORGANIZATION agrees to amend, supplement or endorse the existing coverage to do so.

ORGANIZATION acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to ORGANIZATION in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

XIV. INDEMNIFICATION

ORGANIZATION shall indemnify, defend, and hold harmless AGENCY, its Board or City Council, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, claims, allegations, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, economic loss, death, personal injury, property damage, loss of use, or property loss. The ORGANIZATION's obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of ORGANIZATION, its officers, employees, agents, participants, representative or vendors. It is further agreed, ORGANIZATION's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent active or passive negligence on the part of AGENCY, its Board or City Council, or its officers, agents employees, and volunteers except for liability resulting from the sole negligence or willful misconduct of AGENCY, its officers, employees or agents relating to ORGANIZATION's use of the Subject Facility under this Agreement. 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, ORGANIZATION shall have an immediate duty to defend the AGENCY at ORGANIZATION'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.

XX. INDEPENDENT CONTRACTOR

Volunteer administrators, volunteer coaches, parents, contractors, employees and/or officers and directors of the ORGANIZATION shall not be deemed to be employees or agents of the AGENCY as a result of the performance of this Agreement.

XXI. ENTIRE AGREEMENT OF THE PARTIES

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the use of the Subject Facility by ORGANIZATION and contains all of the covenants and conditions between the parties with respect to the use of the Subject Facility. Each party to this

EXHIBIT A

INSURANCE REQUIREMENTS

ORGANIZATION shall provide the following types and amounts of insurance:

General liability insurance. Organization 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. Organization 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 Vendor 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.

Umbrella or excess liability insurance. [Optional depending on limits required]. Organization 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;
- Concurrency 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.

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

Organization 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.

Other provisions or requirements

Proof of insurance. Organization 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 event. 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. Organization 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 event hereunder by Organization, his agents, representatives, employees or volunteers.

Primary/noncontributing. Coverage provided by Organization 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 Organization. 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 VII (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 Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Organization hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its sub-organizations.

Enforcement of contract provisions (non estoppel). Organization acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Organization 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 Organization maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Organization. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

Notice of cancellation. Organization 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, 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 (Organization's/sub-organization'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. Organization 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 Organization, provide the same minimum insurance coverage and endorsements required of Organization. Organization 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. Organization agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Agency for review.

Agency's right to revise specifications. The Agency reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Organization ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Organization, the Agency and Organization may renegotiate Organization's compensation.

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. Organization shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Organization's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Organization 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.



COVID-19 INTERIM GUIDANCE: Youth Sports

Release date: **August 3, 2020**

All guidance should be implemented only with local health officer approval following their review of local epidemiological data including cases per 100,000 population rate



Consistent with the July 20, 2020 [announcement](#) of the California Interscholastic Federation, this document provides guidance for all youth sports programs—including school-based, club, and recreational programs—to support a safe environment for players, coaches and trainers, families, spectators, event/program/facility managers, workers, and volunteers. For further guidance related to school settings, please see this [updated guidance for schools and school-based programs](#).

NOTE: The risk of transmitting the COVID-19 virus depends on several factors germane to sports, including:

- Number of people in a location
- Type of location (indoor versus outdoor)
- Distance between people
- Length of time at a location
- Physical contact between people
- Touching of shared objects
- Use of face coverings
- Mixing of people from locations with different levels of community transmission

As general guidance, smaller groups are safer than larger; outdoor locations are safer than indoor; sports that can ensure distance of six feet or more are safer than close contact; and shorter duration is safer than longer. Leagues, coaches, parents, and athletes need to consider all these factors as they plan to return to play.

- Outdoor and indoor sporting events, assemblies, and other activities that require close contact or that would promote congregating are not permitted at this time. For example, tournaments, events, or competitions, regardless of whether teams are from the same school or from different schools, counties, or states are not permitted at this time.
- Youth sports and physical education are permitted only when the following can be maintained: (1) physical distancing of at least six feet; and (2) a stable cohort, such as a class, that limits the risks of transmission (see [CDC Guidance on Schools and Cohorting](#)). Activities should take place outside to the maximum extent practicable.
- For sports that cannot be conducted with sufficient distancing or cohorting, only physical conditioning and training is permitted and ONLY where physical distancing can be maintained. Conditioning and training should focus on individual skill-building (e.g., running drills and body weight resistance training) and should take place outside, where practicable. Indoor physical conditioning and training is allowed only in counties where gyms and fitness centers are allowed to operate indoors.

Include a copy of this signed acknowledgement that you have received and read Covid19 guidelines as it pertains to youth sports set forth by the State of California with your field use agreement.

By: Debra Jackson, City Clerk

Date:

ACKNOWLEDGEMENT OF RECEIPT

Receipt of the Covid19 guidelines for youth sports is hereby acknowledged by

Field of Nine
Organization's Name

Date 10/27/20

By Robert Malek 
Type or Print Name & Signature

Title Owner/Manager

COUNCIL ACTION	(X)
PUBLIC HEARING REQUIRED	()
RESOLUTION	()
ORDINANCE 1 ST READING	()
ORDINANCE 2 ND READING	()
CITY CLERK'S INITIALS	<i>[Signature]</i>

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: FACILITY USE AGREEMENT HEAVY HITTAZ BASEBALL	
1. APPROVAL OF FACILITY USE AGREEMENT FOR HEAVY HITTAZ BASEBALL	
DEPARTMENT INVOLVED: PARKS	
BACKGROUND/SUMMARY: On October 28, 2020, Heavy Hittaz Baseball submitted a application for reservation and facility use contract. Heavy Hittaz is a travel ball youth team serving ages 11-13. If council approves they would be using Freddie white park, starting October 9- December 30, 2020, Monday and Wednesdays 5:30-8:30pm. Field use and lighting are being requested. Fees are applicable since travel ball organizations are not considered public recreational leagues.	
FISCAL IMPACT: N/A	FINANCE INITIALS 
STAFF RECOMMENDATION: It is the department's recommendation for City Council to approve facility use agreement for Heavy Hittaz Baseball.	DEPT. INITIALS 
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS 
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED ☐ REJECTED ☐ DISAPPROVED ☐ DEFERRED ☐ REFERRED TO:

CITY OF IMPERIAL FACILITY USE AGREEMENT FOR HEAVY HITTAZ BASEBALL

THIS AGREEMENT, made and entered into this 9 day of November, 2020, by and between the City of Imperial, a municipal corporation duly organized and existing under the laws of the State of California (hereinafter referred to as "AGENCY" and, Heavy Hittaz Baseball (hereinafter referred to as "ORGANIZATION").

RECITALS:

- A. It Is the AGENCY's desire to serve the public interest of the community by facilitating a program of organized youth sports.
- B. ORGANIZATION has been duly chartered for the 2020 Heavy Hittaz Baseball . The goal and purpose of the ORGANIZATION is to provide a athletic program that serves the members of it's program.
- C. In consideration of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

I. TERM OF AGREEMENT

The AGENCY grants ORGANIZATION the right to use Freddie White Field (hereinafter "Subject Facility"), for a period of time, commencing November 9 ,2020 and terminating December 30, 2020.

II. USE OF FACILITY

The ORGANIZATION shall have the non-exclusive right to use the Subject Facility. ORGANIZATION's right to use the Subject Facility will begin on the above stated date and upon submission of the following to the Agency:

- A. Facility Use Form.
- B. Complete list of names, addresses and telephone numbers of the current Board of Directors or other responsible persons of the ORGANIZATION.
- C. Master calendar of events.
- D. Signed acknowledgement of receipt of Covid19 health and safety guidelines set forth by the state of California.

- E. One copy of the Certificate of Insurance listing the AGENCY as an additional insured and a copy of all applicable endorsements.

The above requested documents must be submitted at least two weeks prior to use. If the documents are not submitted, the AGENCY may withhold use of the Subject Facility.

III. RESPONSIBILITY FOR ACTIVITIES

The ORGANIZATION shall provide the personnel necessary to supervise and conduct the activities as set forth in this Agreement at the Subject Facility, and shall furnish and supply any and all equipment and material, which may be necessary for such activities conducted at the Subject Facility. Athletic Field Lining and Marking - Permanent marking of athletic fields must be done with prior written approval of the AGENCY. Any user failing to comply with established guidelines and notification is subject to invoicing for all damages occurring to fields and termination of this Agreement.

IV. RESPONSIBILITY FOR SAID LEAGUES

- A. ORGANIZATION agrees to observe all rules and regulations as set forth in this Agreement.
- B. Modifications to Park Fields and Facilities - The removal, alteration, painting or addition to any facility or grounds, and construction of any kind to existing structures must be approved by AGENCY. This will include any proposed changes altering design or appearance of the existing landscape of demised premises. No trees, shrubs, or ground covers shall be planted, trimmed or removed without written consent from the AGENCY. Any requests to modify or improve park fields and facilities shall be submitted for approval to the Parks Department, at least sixty (60) days prior to the date of any proposed changes.
- C. ORGANIZATION agrees to erect no fences or advertising matter of any kind on AGENCY grounds without prior approval by the Parks Department (or applicable department).
- D. Closure of Fields - Fields may be scheduled for closure and rehabilitation to allow for recovery due to heavy usage. The dates and times of closure to be determined by the Parks Departments.
- E. There will be no use of AGENCY athletic fields when facilities are unplayable due to rain or other conditions. Any user failing to comply with a decision to postpone use is subject to invoicing for all damages occurring to the field and termination of this Agreement and the ability to use the Subject Facility.

- F. NO altering of sprinklers without authorization.
- G. Any damages to the Subject Facility or appurtenant AGENCY facilities caused by ORGANIZATION or its use of the Subject Facility, will be the ORGANIZATION's responsibility to replace or repair. In the event ORGANIZATION fails or refuses to replace or repair damage, AGENCY may cause such replacement and/or repair to be undertaken and ORGANIZATION agrees to reimburse AGENCY for the costs incurred to do so.
- H. All locks must be standard agency locks and must not be replaced by any other lock.
- I. All leagues are responsible for cleaning areas used, including daily trash produced by league or ORGANIZATION.
- J. Leagues are responsible for controlling their players and parents while using the Subject Facility.
- K. Any violation of this Agreement by ORGANIZATION and/or any league run by ORGANIZATION using the Subject Facility shall lose their privilege and use of the Subject Facility.

V. LEGAL RESPONSIBILITIES

The ORGANIZATION shall keep itself informed of Agency, State and Federal Laws, ordinances and regulations, which in any manner affect the performance of its activities pursuant to this Agreement. The ORGANIZATION shall at all times observe and comply with all such laws, ordinances and regulations. Neither the AGENCY, nor its officers, volunteers, attorneys, agents or employees shall be liable at law or in equity as a result of the ORGANIZATION's failure to comply with this section.

VI. USE OF PREMISES

- A. The Subject Facility shall be used only for those athletic events as set forth in Paragraph 2 above. ORGANIZATION shall not permit the Subject Facility or any part thereof to be used for:
 - 1. The conduct of any offensive, noisy or dangerous activity.
 - 2. The creation or maintenance of a public nuisance.
 - 3. Anything which fails to comply with public regulations or rules of any public authority at any time, applicable to the Subject Facility.

4. Any purpose or in any manner which will obstruct, interfere with or infringe upon the rights of the residents of adjoining properties.

VII. EXCLUSIVE RIGHT

This Agreement does not give the ORGANIZATION any right to the exclusive use of the Subject Facility, restrooms, or any other public facility. ORGANIZATION agrees that the rights herein granted shall not be assigned to or transferable to any persons, teams, or leagues.

VIII. MAINTENANCE

- B. ORGANIZATION shall be responsible for all damages or injury to property or equipment caused by the ORGANIZATION, its agents, employees, volunteers, participants and/or any other individual at the Subject Facility during ORGANIZATION's use of the Subject Facility.
- C. All maintenance such as field preparation, lining of the fields; marking of the fields, and set up of temporary equipment will be performed by ORGANIZATION.
- D. ORGANIZATION is responsible for the facility being free of trash and/or debris caused by group usage upon conclusion of each day's use.
- E. ORGANIZATION is required to report any damage to persons or property or acts of vandalism to the AGENCY immediately.

IX. INSPECTION

- F. ORGANIZATION shall inspect the Subject Facility prior to each use by ORGANIZATION to ensure that it is free from any defects and/or hazards that may pose a danger to participants, spectators and/or any other person who is at the Subject Facility as part of the ORGANIZATION's use of the Subject Facility. ORGANIZATION shall immediately notify AGENCY of any defect or hazard identified so that the AGENCY has sufficient time to warn of the defect or hazard and/or remediate the defect or hazard prior to ORGANIZATION's use of the Subject Facility. ORGANIZATION agrees that should it fail to conduct any such inspection and/or fail to timely notify AGENCY of any defect or hazard identified, ORGANIZATION shall be solely responsible for any damage or injury, whether to persons or property, arising from the defect or hazard.
- B. AGENCY shall have the right to enter the Subject Facility utilized

hereunder as needed. However, AGENCY's exercise of the right to enter shall not create any duty on the party of the AGENCY to inspect the Subject Facility for defects or hazards under Section A herein.

X. IMPROVEMENTS

The removal, alteration, or addition to any facility or grounds and construction of any kind to existing structures must be approved and performed by the AGENCY. This shall include any proposed changes that would alter the design or appearance of the existing landscape of the Subject Facility. No trees, shrub, or ground covers shall be planted, trimmed or removed without written consent from the AGENCY.

Furthermore, all requests for removal, alternation, or addition to any facility or grounds or for construction and painting of any kind to existing structures must be submitted to the AGENCY for consideration and review at least sixty (60) days prior to the date any proposed change(s) is needed.

Assistance by the ORGANIZATION, its agents, employees, or its participants with any such removal, alteration, addition, painting or construction shall be solely at the discretion and with prior written consent of the AGENCY.

Nothing in this section shall be interpreted as prohibiting the normal maintenance of the facility by the ORGANIZATION as specified in section

XI. TITLE TO IMPROVEMENTS

All alterations and additions to the Subject Facility or surrounding grounds and all construction of any kind to existing structures of the Subject Facility shall become the property of the AGENCY. Nothing contained in this paragraph shall authorize the ORGANIZATION to make or place any alterations, changes or improvements on the Subject Facility without the prior written consent of the AGENCY.

XII. SIGNS

Except as specifically set forth herein, no signs shall be erected on the Subject Facility unless written approval is obtained from the AGENCY. Such a request for approval shall be directed to the Parks Director. Sponsor recognition signs may be installed at locations approved by AGENCY. All signs shall be removed upon termination of the 2020-21 league season.

XIII. TERMINATION OF THIS AGREEMENT

ORGANIZATION or AGENCY may, at any time, terminate this Agreement by serving on the other party such written termination at least fifteen (15) days in advance of the effective date of such termination.

XIV. NOTICE

A. All notices respecting this Agreement shall be served by certified mail, postage prepaid, addressed as follows:

B. To AGENCY: City of Imperial
420 S. Imperial Ave.
Imperial, CA 92251
Attention: Parks Superintendent

C. To ORGANIZATION: Heavy Hittaz Baseball
286 W. Tampico Dr.
Imperial, CA 92251

Notice shall be deemed to have been served seventy-two (72) hours after the same has been deposited in the United States Postal Service.

XV. ATTORNEYS FEES

Should any litigation or other legal action be commenced between the parties hereto to interpret or enforce the provisions of this Agreement, in addition to any other relief to which the party may be entitled in law or equity, the prevailing party in such litigation or legal action shall be entitled to recover costs of suit and reasonable attorney's fees.

XVI. GOVERNING LAW

This Agreement will be governed by and constructed in accordance with the laws of the State of California.

XVII. ASSIGNMENT

Neither this Agreement nor any duties, rights or obligations under this Agreement may be assigned by ORGANIZATION, either voluntarily or by operation of law without the express written consent of the AGENCY.

XVIII. INSURANCE

ORGANIZATION shall maintain insurance in conformance with the requirements set forth in Exhibit A. ORGANIZATION will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, ORGANIZATION agrees to amend, supplement or endorse the existing coverage to do so.

ORGANIZATION acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to ORGANIZATION in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

XIV. INDEMNIFICATION

ORGANIZATION shall indemnify, defend, and hold harmless AGENCY, its Board or City Council, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, claims, allegations, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, economic loss, death, personal injury, property damage, loss of use, or property loss. The ORGANIZATION's obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of ORGANIZATION, its officers, employees, agents, participants, representative or vendors. It is further agreed, ORGANIZATION's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent active or passive negligence on the part of AGENCY, its Board or City Council, or its officers, agents employees, and volunteers except for liability resulting from the sole negligence or willful misconduct of AGENCY, its officers, employees or agents relating to ORGANIZATION's use of the Subject Facility under this Agreement. 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, ORGANIZATION shall have an immediate duty to defend the AGENCY at ORGANIZATION'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.

XX. INDEPENDENT CONTRACTOR

Volunteer administrators, volunteer coaches, parents, contractors, employees and/or officers and directors of the ORGANIZATION shall not be deemed to be employees or agents of the AGENCY as a result of the performance of this Agreement.

XXI. ENTIRE AGREEMENT OF THE PARTIES

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the use of the Subject Facility by ORGANIZATION and contains all of the covenants and conditions between the parties with respect to the use of the Subject Facility. Each party to this

EXHIBIT A

INSURANCE REQUIREMENTS

ORGANIZATION shall provide the following types and amounts of insurance:

General liability insurance. Organization 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. Organization 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 Vendor 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.

Umbrella or excess liability insurance. [Optional depending on limits required]. Organization 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;
- Concurrency 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.

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

Organization 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.

Other provisions or requirements

Proof of insurance. Organization 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 event. 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. Organization 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 event hereunder by Organization, his agents, representatives, employees or volunteers.

Primary/noncontributing. Coverage provided by Organization 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 Organization. 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 VII (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 Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Organization hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its sub-organizations.

Enforcement of contract provisions (non estoppel). Organization acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Organization 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 Organization maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Organization. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

Notice of cancellation. Organization 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, 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 (Organization's/sub-organization'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. Organization 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 Organization, provide the same minimum insurance coverage and endorsements required of Organization. Organization 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. Organization agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Agency for review.

Agency's right to revise specifications. The Agency reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Organization ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Organization, the Agency and Organization may renegotiate Organization's compensation.

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. Organization shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Organization's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Organization 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.



COVID-19 INTERIM GUIDANCE: Youth Sports

Release date: **August 3, 2020**

All guidance should be implemented only with local health officer approval following their review of local epidemiological data including cases per 100,000 population rate



Consistent with the July 20, 2020 [announcement](#) of the California Interscholastic Federation, this document provides guidance for all youth sports programs—including school-based, club, and recreational programs—to support a safe environment for players, coaches and trainers, families, spectators, event/program/facility managers, workers, and volunteers. For further guidance related to school settings, please see this [updated guidance for schools and school-based programs](#).

NOTE: The risk of transmitting the COVID-19 virus depends on several factors germane to sports, including:

- Number of people in a location
- Type of location (indoor versus outdoor)
- Distance between people
- Length of time at a location
- Physical contact between people
- Touching of shared objects
- Use of face coverings
- Mixing of people from locations with different levels of community transmission

As general guidance, smaller groups are safer than larger; outdoor locations are safer than indoor; sports that can ensure distance of six feet or more are safer than close contact; and shorter duration is safer than longer. Leagues, coaches, parents, and athletes need to consider all these factors as they plan to return to play.

- Outdoor and indoor sporting events, assemblies, and other activities that require close contact or that would promote congregating are not permitted at this time. For example, tournaments, events, or competitions, regardless of whether teams are from the same school or from different schools, counties, or states are not permitted at this time.
- Youth sports and physical education are permitted only when the following can be maintained: (1) physical distancing of at least six feet; and (2) a stable cohort, such as a class, that limits the risks of transmission (see [CDC Guidance on Schools and Cohorting](#)). Activities should take place outside to the maximum extent practicable.
- For sports that cannot be conducted with sufficient distancing or cohorting, only physical conditioning and training is permitted and ONLY where physical distancing can be maintained. Conditioning and training should focus on individual skill-building (e.g., running drills and body weight resistance training) and should take place outside, where practicable. Indoor physical conditioning and training is allowed only in counties where gyms and fitness centers are allowed to operate indoors.

- Avoid equipment sharing, and if unavoidable, clean and disinfect shared equipment between use by different people to reduce the risk of COVID-19 spread.
- Consistent with guidance for gyms and fitness facilities, cloth face coverings must be worn during indoor physical conditioning and training or physical education classes (except when showering). Activities that require heavy exertion should be conducted outside in a physically distanced manner without face coverings. Activities conducted inside should be those that do not require heavy exertion and can be done with a face covering. Players should take a break from exercise if any difficulty in breathing is noted and should change their mask or face covering if it becomes wet and sticks to the player's face and obstructs breathing. Masks that restrict airflow under heavy exertion (such as N-95 masks) are not advised for exercise.
- Youth sports programs and schools should provide information to parents or guardians regarding this and related guidance, along with the safety measures that will be in place in these settings with which parents or guardians must comply.



Include a copy of this signed acknowledgement that you have received and read Covid19 guidelines as it pertains to youth sports set forth by the State of California with your field use agreement.

By: Debra Jackson, City Clerk

Date:

ACKNOWLEDGEMENT OF RECEIPT

Receipt of the Covid19 guidelines for youth sports is hereby acknowledged by

Heavy Hittaz Baseball
Organization's Name

Date 10-28-20

By Ruben Magos, Ruben Magos
Type or Print Name & Signature

Title 10-28-20

DATE SUBMITTED

10/28/2020

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

11/04/2020

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:

ATEN BOULEVARD & CROSS ROAD INTERSECTION IMPROVEMENTS (BID NO. 2019-03)

1. APPROVAL OF BALANCING CHANGE ORDER.
2. ACCEPTANCE OF WORK COMPLETED
3. 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 and construction of the Aten Blvd & Cross Rd Intersection Improvements, which consist of the installation of new PCC Curb & Gutter, new Sidewalk, new ADA Accessible Ramps, new Cross Gutter, installation of new Pedestrian Push Buttons, Pavement Grinding & AC Overlay, Pavement Striping to provide pedestrian safety.

This project was funded through Local Transportation Authority (LTA) Measure D Program.

An individual contract was awarded to Hazard Construction through said BID process on June 19, 2020.

The construction project was successfully completed on August 05, 2020.

City Council Accepted the work completed on August 19, 2020.

Staff continued working with Hazard Construction on finalizing quantities, amount paid through previous invoicing, balancing change order and final payment of accumulated retainage.

All work was completed per Approved Improvement Plans. Final quantities have been accounted in the balancing change order and EXHIBIT "A" attached herewith for review and approval.

FISCAL IMPACT:

Original Contract Sum: \$ 508,070.00
Net Change by C.O. : \$ 5,357.80 (+1.05%)
Total Amount Including C.O.: \$ 513,427.80

ADMIN
SERVICES
SIGN INITIALS



STAFF RECOMMENDATION: Staff recommends City Council

- A. Approval of balancing change order final and final contract amount.
- B. Acceptance of work completed.
- C. Authorizing City Clerk to file "Notice of Completion" in the Imperial County Clerk/Recorder office.

DEPT. INITIALS



MANAGER'S RECOMMENDATION: approve

CITY
MANAGER'S
INITIALS

DTM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()



City of Imperial
Community Development Department
420 South Imperial Avenue
Imperial, CA 92251
Phone: (760) 355-1152
Fax: (760) 355-4718

CONSTRUCTION BALANCING CHANGE ORDER

Distribution to:

10-28-2020

- ☐ OWNER
- ☐ ENGINEER
- ☒ CONTRACTOR
- ☐ FIELD
- ☐ OTHER

CHANGE ORDER NO. 4

PROJECT: City of Imperial
Aten Blvd. and Cross Rd. Intersection Improvements
BID NO. 2019-03

TO: ***Hazard Construction Company***
Jonathan Mallon, Senior Project Manager
10529 Vine Street, Lakeside, CA 92040
Phone: (858) 587-3600

Contractor is directed to make the following change(s) to the original contract:

1. Balancing Change Order. See Exhibit "A" for details.
Change Order Amount = \$5,357.80
Total Contract Increase = 1.05%

Original Contract:	\$ 508,070.00
Balancing Change Order:	\$ 5,357.80
New Contract Amount:	\$ 513,427.80

Not valid until signed by both the Owner and the Contractor.

Signature indicates his agreement herewith, including any adjustment in the contract sum or contract time.

Authorized by:

City of Imperial
420 South Imperial Avenue
Imperial, CA 92251
By:

Date:

Dennis Morita
City Manager

Hazard Construction Company.
10529 Vine Street
Lakeside, CA 92040

By:

Date:

Jonathan Mallon
Senior Project Manager

Exhibit "A"

BALANCING CHANGE ORDER

From: : 08/31/20
To: 08/31/20

Contract : 19021- Aten Blvd. & Cross Rd. Intersection Improvements

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	Work Completed					
1	MOBILIZATION	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.00	
2	COLD PLANE AC 2"	16,500.00	16,500.00	0.00	0.00	0.00	16,500.00	0.00	
3	SAWCUT EXISTING PAVEMENT	5,700.00	5,700.00	0.00	0.00	0.00	5,700.00	0.00	
4	REMOVE 1FT STRIP OF EXISTING PAVEMENT AND BASE	5,700.00	5,700.00	0.00	0.00	0.00	5,700.00	0.00	
5	REMOVE AND DISPOSE OF EXISTING CURB AND GUTTER	8,400.00	8,400.00	0.00	0.00	0.00	8,400.00	0.00	
6	REMOVE AND DISPOSE OF EXISTING SPANDREL AND SIDEWALK	930.00	930.00	0.00	0.00	0.00	930.00	0.00	
7	REMOVE AND DISPOSE OF EXISTING DRIVEWAY	1,170.00	1,170.00	0.00	0.00	0.00	1,170.00	0.00	
8	SAWCUT EXISTING PCC CONCRETE	330.00	330.00	0.00	0.00	0.00	330.00	0.00	
9	INSTALL PCC CURB AND GUTTER, PAINT RED	57,750.00	57,750.00	0.00	0.00	0.00	57,750.00	0.00	
10	INSTALL NEW DRIVEWAY INC. BASE, REINFORCING, DOMES	5,850.00	5,850.00	0.00	0.00	0.00	5,850.00	0.00	
11	INSTALL PCC SPANDREL	5,800.00	5,800.00	0.00	0.00	0.00	5,800.00	0.00	
12	INSTALL PCC SIDEWALK, INC VAPOR BARRIER	36,240.00	36,240.00	0.00	0.00	0.00	36,240.00	0.00	
13	INSTALL ADA ACCESSABLE RAMPS	27,000.00	27,000.00	0.00	0.00	0.00	27,000.00	0.00	
14	RELOCATE EXISTING FH	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00	
15	INSTALL NEW 1FT STRIP OF AC PAVEMENT AND BASE	11,400.00	11,400.00	0.00	0.00	0.00	11,400.00	0.00	
16	INSTALL 2" AC OVERLAY	90,300.00	95,657.80	0.00	0.00	0.00	95,657.80	0.00	
17	PAVEMENT STRIPING	16,000.00	16,000.00	0.00	0.00	0.00	16,000.00	0.00	
18	INSTALL FLASHING BEACONS WITH TYPE 9A SIGNS	90,000.00	90,000.00	0.00	0.00	0.00	90,000.00	0.00	
19	INSTALL PEDESTRIAN PUSH BUTTON AND POST	14,000.00	14,000.00	0.00	0.00	0.00	14,000.00	0.00	
20	ADJUST WV CANS AND INSTALL NEW CONC RING	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00	
21	ADJUST EXISTING SEWER MANHOLE AND INSTALL NEW CONC RING	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00	
22	ADJUST SURVEY MONUMENT COVER AND INTSALL NEW CONC RING	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00	
23	EROSION AND WATER POLLUTION								

Exhibit "A"
BALANCING CHANGE ORDER

Contract : 19021- Aten Blvd. & Cross Rd. Intersection Improvements

From : 08/31/20

[illegible]

Agenda Item No. E-5

DATE SUBMITTED

10/28/2020

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

11/4/2020

COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS DB

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: TRAFFIC CONCERNS AT THE INTERSECTION OF NECKEL ROAD AND CANON DRIVE.

1. Placement and installation of a four (4) way stop at the intersection of Canon Drive and Neckel Road.

DEPARTMENT
INVOLVED:

COMMUNITY DEVELOPMENT

BACKGROUND/SUMMARY:

The City of Imperial has received various concerns regarding pedestrian safety, speeding, and visibility from residents, at the intersection of Neckel Road and Canon Drive. At a City Council meeting during reports, a council member requested an evaluation of the above referenced location be conducted in order to formulate possible mitigation measures regarding the rising safety concerns. The City of Imperial has received various concerns regarding pedestrian safety, speeding, and visibility from residents, at this intersection. The ideal mitigation for the residents, is the placement of a four-way stop. Cannon Drive is controlled by stop sign while Neckel Road in uncontrolled. Sidewalks are provided at all approaches to the intersection, there are no marked crosswalks, and there are parking restrictions at the approaches of the intersection. The item was reviewed by the Traffic Commission on July 22nd, 2020. The Commission requested staff additional information, including, other mitigation measures and cost estimate for review. The item was taken back to the Traffic Commission on October 14, 2020. The Traffic Commission did not recommend the item for approval, 4-1.

FISCAL IMPACT:

Please see mitigation measure costs outlined within the staff report.

ADMIN
SERVICES
SIGN
INITIALS

DB

RECOMMENDATION: The Planning Commission recommended the item for review to City Council on October 14, 2020.

DEPT.
INITIALS

DM

MANAGER'S RECOMMENDATION:

*Review traffic commission
recommendation and direct stop*

CITY
MANAGER'S
INITIALS

DM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVE ()

D

REJECTED ()

DEFERRED ()

REFERRED

TO:



Staff Report

To: City of Imperial City Council

From: Othon Mora, Community Development Director

Date: October 28, 2020

Subject: Proposed new four-way stop signs and crosswalks @ the intersection of Canon Drive and Neckel Road.

Background:

At a City Council meeting during reports, a council member requested an evaluation of the above reference location, be conducted in order to formulate possible mitigation measures regarding the rising safety concerns. The City of Imperial has received various concerns regarding pedestrian safety, speeding, and visibility from residents, at this intersection. The ideal mitigation for the residents, is the placement of a four-way stop.

Cannon Drive is controlled by stop sign while Neckel Road is uncontrolled. Sidewalks are provided at all approaches to the intersection, there are no marked crosswalks, and there are parking restrictions at the approaches of the intersection.

The item was reviewed by the Traffic Commission on July 22nd, 2020. The Commission requested staff additional information, including, other mitigation measures and cost estimate for review.

The Traffic Commission reviewed the item along with the requested information on October 14, 2020. The item was not recommended for approval to the City Council by the Traffic Commission after review and deliberation that resulted in a 4-1 motion.

Analysis:

The Development Review Committee explored various traffic and safety mitigation measures regarding the intersection of Canon Drive and Neckel Road.

The following Development Review Committee members reviewed the item:

- Imperial Police Chief, Leonard Barra
- Public Services Director, Jackie Loper
- Parks Superintendent, Tony Lopez

- Imperial County Fire Representative, Andrew Loper
- Community Development Director, Othon Mora
- Planner, Lisa Tylenda

The Development Review Committee (DRC) has based the recommendation on the following guidelines from the “Manual on Uniform Traffic Control Devices (MUTCD)” as follows:

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

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

Staff’s findings are as follows:

- The CA-MUTCD defines minimum requirements for traffic volumes, pedestrian volumes, and bicycle volumes to warrant an all-way stop controlled intersection. Based on field observations, the intersection of Cannon Drive and Neckel Road would not meet these minimum volume requirements. Currently, there is not a recent traffic study available for the area. IPD provided traffic counts and speed survey at this intersection (Please see attached data). Days and times that data was obtained by IPD were the following:
 - August 5, 6 and 7, 2020 (3 times each day)
 - 9:00am-10:00am
 - 12:00pm-1:00pm
 - 4:30pm-5:30pm
- Utilizing the Statewide Incident Traffic Reporting System and the City’s database, a review of the collision history at the intersection was conducted for a three-year period.

Reports show that there have been 2 collisions (1 property damage and 1 minor injury), 0 citations or traffic violations reported for that intersection.

- Based on field observations, there were not “visibility” obstructions at the intersection for drivers “stopping” on Cannon Drive.

Staff Recommendation:

Based on these findings, staff do not recommend installation of a four-way stop sign at Cannon Drive and Neckel Road.

Other Mitigation Measures Options and Cost:

Stop Signs \$8,414.00

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

Asphalt Speed Bumps \$12,000.00

Asphalt Speed Humps \$15,000.00

Rubber Speed Bumps \$2,000.00

Rubber Speed Humps \$2,250.00

Speed Radar Signs \$29,500.00

Location Map:





2) Proposed Stop Sign
Neckel @ Canon
Intersection

Proposed Location
for a new
"Stop Sign"

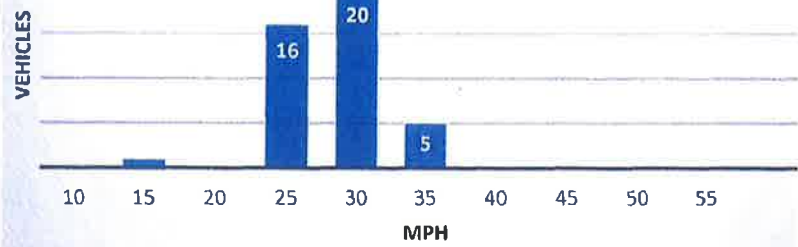
Proposed Location
for a new
"Stop Sign"

RR Tracks

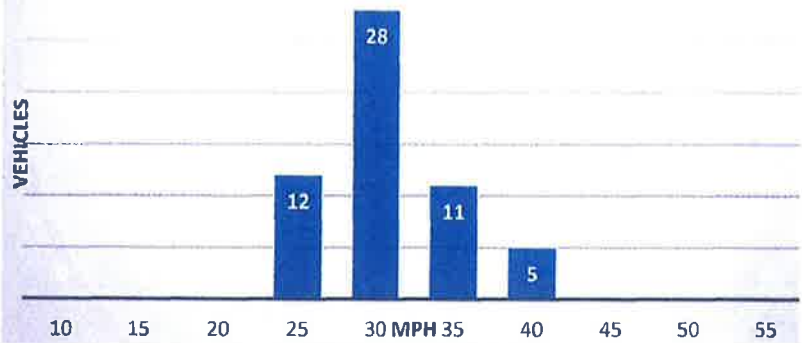
NECKEL AND CANON

Wednesday	MPH	Vehicles
	10	0
	15	1
	20	0
	25	16
	30	20
	35	5
	40	0
	45	0
	50	0
	55	0
Thursday	MPH	Vehicles
	10	0
	15	0
	20	0
	25	12
	30	28
	35	11
	40	5
	45	0
	50	0
	55	0
Friday	MPH	Vehicles
	10	0
	15	0
	20	7
	25	21
	30	18
	35	15
	40	0
	45	0
	50	0
	55	0

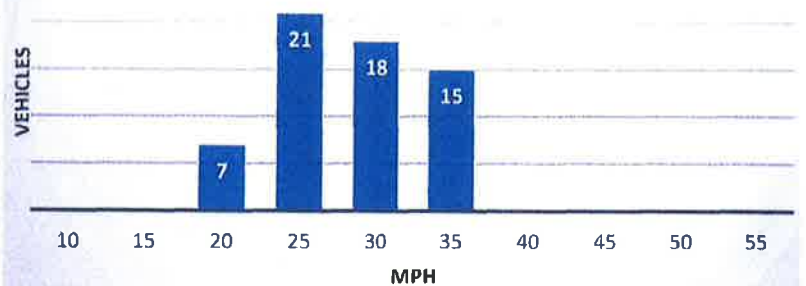
WEDNESDAY



THURSDAY



FRIDAY



DATE SUBMITTED 10/28/20
 SUBMITTED BY Imperial Police Dept.
 DATE ACTION REQUIRED 11/04/20

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: Imperial Police Department Policy Amendment

1. Approval to amend current IPD Policy 1023.3- Tattoos

DEPARTMENT INVOLVED: Police Dept.

BACKGROUND/SUMMARY:

The Imperial Police Department is requesting to amend its current policy that prohibits tattoos to be exposed during an Officers normal course of duties. The proposed amendment will not allow tattoos on the hands, face, lips or neck and/or any containing obscene, vulgar, or inappropriate language or images. Additional categories are prohibited, please see attached proposed language for further detail.

All employees having approved "body art" shall not display or allow it to be visible under the following circumstance: while attending a formal department event; while attending court; any other official law enforcement related ceremonial event; or at the direction of the Chief. The Imperial Police Department is requesting to change this policy to further "humanize the badge". Studies show that tattoos make police officers more approachable to members of the public.

FISCAL IMPACT: NONE

ADMIN
SERVICES
SIGN INITIALS

VS

STAFF RECOMMENDATION: Approve

DEPT. INITIALS

MS #4/51

MANAGER'S RECOMMENDATION:

CITY
MANAGER's
INITIALS

OTM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

Imperial Police Department

Department Order

Effective Date: TBD

Subject: Personal Appearance Standards

Distribution: All Personnel

I. Purpose

This policy establishes guidelines for PERSONAL APPEARANCE STANDARDS including visible tattoos for uniformed personnel, while on or off duty in uniform or on duty in civilian attire.

II. Policy

The department's policy on tattoos and brands that are prejudicial and do not comport to professionalism are prohibited. This policy applies to all employees while on or off duty in uniform or on duty in civilian attire that are representing the department.

Employees are prohibited from exhibiting tattoos, body art, or brands that are offensive or demeaning and have a negative impression of the department. This policy may be modified or rescinded at any time by the Police Chief.

III. Procedure

1023.3 TATTOOS

The presence of visible tattoos, brandings, or intentional scarring on the hands, head, face, lips, or neck while on duty and/or in uniform, **are prohibited**. This standard applies to all Department personnel.

Permanent cosmetic tattoos and medical tattoos are exempt from this policy: i.e., a tattoo applied as make-up such as, eyebrows, lipstick, eyeliner, eyelashes, etc., a tattoo applied for health purposes, such as a warning that the patient suffers from a chronic disease or as a "marker" to aid medical personnel in performing a medical procedure.

Members and employees may display tattoos, brandings or intentional scarring while in uniform, except:

- a) On the hands, face, lips, or neck

- b) Tattoos, brandings or intentional scarring of objectionable content may not be displayed while in uniform. Such objectionable content includes, but is not limited to:

1. Obscene, vulgar, or inappropriate language or images;
2. Language or images considered demeaning to any protected class (such as race, ancestry, or gender);
3. Nudity, or sexual language;
4. Gang or drug related; and,
5. Political in nature.

Members and employees having the above mentioned "body art" visible on a prohibited area or which has been deemed prohibited on an allowable area of their body, shall cover or conceal it with a bandage or concealing make-up that blends as closely as possible with the member or employee's skin tone.

IV. SPECIAL CONSIDERATIONS

All employees having the above mentioned "body art" shall not display or allow it to be visible under the following circumstances:

1. While attending a formal department event;
2. While attending court;
3. Any other official law enforcement related ceremonial event; and,
4. At the direction of the Chief of Police.

Approved/Adopted: _____ Date: _____

Leonard J. Barra, Chief of Police

DATE SUBMITTED October 28, 2020

SUBMITTED BY Ember Haller

DATE ACTION REQUIRED November 04, 2020

COUNCIL ACTION (x)

PUBLIC HEARING REQUIRED ()

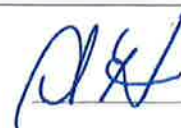
RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS 28

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT:	DISCUSSION/ACTION:		
	1. AUTHORIZATION OF IMPERIAL CHAMBER OF COMMERCE TO HOLD "CHRISTMAS IN A SMALL TOWN, A SMALL TOWN CHRISTMAS MARKET" ON CITY STREETS ON DECEMBER 12, 2020 FROM 9:00AM UNTIL 3:00PM CONTINGENT UPON THE APPROVAL BY THE IMPERIAL COUNTY PUBLIC HEALTH DEPARTMENT 2. AUTHORIZATION OF STREET CLOSURES AFFECTING IMPERIAL AVENUE FROM 6TH STREET THROUGH 9TH STREET AND BARIONI BOULEVARD FROM H STREET TO IMPERIAL AVENUE FROM 5:30AM UNTIL 5:00PM ON DECEMBER 12, 2020 3. AUTHORIZATION TO PROVIDE CITY RESOURCES AS REQUIRED AND REQUESTED BY THE IMPERIAL CHAMBER OF COMMERCE TO BE REIMBURSED BY THE CHAMBER NOT TO EXCEED \$3600.00.		
	DEPARTMENT INVOLVED: COMMUNITY SERVICES / PUBLIC SERVICES / POLICE / FIRE		
	BACKGROUND/SUMMARY: The Imperial Chamber of Commerce is organizing it's "32nd Christmas in a Small Town" to be held December 12, 2020 from 9:00 a.m. until 3:00 p.m. Chamber requests to host the event in Downtown Imperial on Imperial Avenue from 6th Street through 9th Street and on Barioni Boulevard from H Street to Imperial Avenue which will require the requested streets to be closed from 5:30 a.m. until 5:00 p.m. City will provide support for the event and Chamber agrees to reimburse the City for staff time and material costs not to exceed \$3600.00 Due to the pandemic, the Chamber is working with the Imperial County Public Health Department to ensure compliance to its Guidelines for Reducing the Spread of COVID-19. Guidelines include but are not limited to spacing booths to meet physical distancing guidelines, promoting customers observation of social distancing, placing hand-washing and hand sanitizing stations throughout the market, and ensuring everyone over the age of two wears a face covering. The following will not be allowed due to the guidelines: live music, entertainment, kids activities, alcohol beverages, outdoor dining or seating areas. The Chamber has made arrangements for the use of "event monitors" to ensure guidelines are followed by vendors and shoppers. All vendors will be required to obtain a City business license and if applicable, a temporary food facility permit from the Imperial County Public Health Department. For additional information please see attachment.		
	FISCAL IMPACT: NOT TO EXCEED Additional support to the Chamber event outside of the agreed reimbursement has minimal fiscal impact.	FINANCE INITIALS	
	STAFF RECOMMENDATION: Planning Operations and the DRC Special Event Committee reviewed the special event application and supporting materials. It is the recommendation of both groups to authorize Imperial Chamber to host it's 32nd Christmas in a Small Town, A Small Town Market" contingent upon the approval by the Imperial County Health Department.	DEPT. INITIALS	
	MANAGER'S RECOMMENDATION: 	CITY MANAGER'S INITIALS	
MOTION: SECONDED: AYES: NAYES: ABSENT: APPROVED () DISAPPROVED () REFERRED TO: REJECTED () DEFERRED ()			

Imperial City Council

Below is a list of support materials attached:

- **Event Description**
- **ICPHD Farmers Markets Guidelines for Reducing the Spread of COVID-19**
- **Vendor Guidelines**
- **Site Map**
- **Outdoor Special Event Emergency Plan**
- **Certificate of Insurance**
- **2019 CIST Invoice**
- **2020 Estimate**

Christmas in a Small Town
A Small Town Christmas Market
December 12, 2020
9:00 am – 3:00 pm

PROJECT DESCRIPTION ADDITIONAL INFORMATION:

The Imperial Chamber will be hosting the 32nd Annual Christmas In A Small Town with COVID Compliance Regulations issued by the Imperial County Public Health Department.

The event will be from 9:00 am to 3:00 pm

The event will be locations on Imperial Avenue, between 6th Street and 9th Street.

Vendors will have one empty vendor booth space between each vendor to ensure social distancing. EXAMPLE: BOOTH SPACE 121 EMPTY, 122 (VENDOR), 123 EMPTY.

The Imperial Chamber will provide additional support in the form of "Street/Event Monitors". This will be individuals who will walk the street to ensure the following:

Proper signage throughout the event, per ICPHD Farmers Market Guidelines,
Free-standing Hand Sanitizing Stations throughout the event

Event Monitors: Individuals will be walking the event regularly and constantly ensuring:

- Traffic continually flows
- No gathering happens/crowd control
- Masks are worn by vendors and shoppers – those in non-compliance will be asked to leave
- Signage stays visible
- Vendors needs are immediately taken care of in the event they need:
 - Disinfectant Product
 - Signage
 - Masks

Farmers Markets

Guidelines for Reducing the Spread of COVID-19

Imperial County Public Health Department Division of Environmental Health is committed to allowing safe, permitted farmers markets to operate provided they abide by the most up-to-date guidance, directives, and procedures issued by the CDC, California Department of Public Health, and Imperial County Public Health Department. We respect the right of a farmers market to close temporarily or permanently should it determine that this is the best course of action for its community.

Our primary concern is the health and safety of our market shoppers, market staff, and the host community. Farmers markets take serious all safety precautions, including: revising market operations; reducing the number of vendors and changing the market layout; expecting shoppers and vendors to abide by public health directives and new market rules; and making a cultural shift from being highly social to proactively limiting time at the market and maintaining physical distances.

Market Set-up, Layout, and Signage:

- Space booths accordingly to meet physical distancing guidelines of 6 feet among patrons in line and walking about the market.
- Post prominent signage throughout the market asking customers to observe social distancing of 6 feet.
- Post prominent signage requiring face coverings throughout market areas.
- Chalk out/use cones or tape to demarcate lines for vendors with high customer volumes, that indicate where customers should wait to be served/pay in 6 foot increments.
- Post prominent signage for vendors' booths indicating where customers wait to get there order taken and where they wait to pay.
- Create directional "lanes" in the center aisle of the market to control flow of traffic
- All stands must have portable hand washing station or alcohol-based hand sanitizer, with at least 60% alcohol.
- All prepared and ready to eat food must be served as take-out and grab and go items.
- Create entry and exit points to create crowd control. Limit the amount of shoppers in the market to maintain social distancing measures.
- All vendors must sanitize their stands regularly, wiping down tables, terminals, cash boxes, etc., with approved disinfectants.
- Provide signage/cues indicating which way to walk inside of the market and placemarkers to stand in line ensuring physical distancing is adhered to.
- Keep shoppers in transit. Limit the number of shoppers in the market at any given time. Provide extra space for popular vendors to reduce crowding in line.
- Create extra space or barriers between vendors and shoppers (adding tables/barriers).

- Encourage expedited purchasing to avoid lingering to help minimize crowds within the market.
- Add signage to the market entrances outlining customer expectations.
- To create space between the vendor and customers, consider plexiglass barriers or placing a table in front of the table where vendors stand to keep customers at least 6 feet away from vendors at all times.

Market Safety & Hygiene:

- Post signs with COVID-19 safety and hygiene guidelines.
- Place handwashing and hand sanitizing stations throughout the market.
- Set up a schedule to frequently clean and disinfect all restrooms/port-a-potties, high contact surfaces, replenish soap, sanitizers, and paper products.
- Discourage shoppers from touching produce or other products prior to purchase. Encourage vendors to pre-bag produce.
- Vendors will assist with product selection. Encourage cashless/contactless ordering and payment. For cash transactions, please try to pay with exact change. If change is needed, please exchange currency on the table or counter.
- Everyone must wear a face covering unless under the age of 2 or have a medical condition that prohibits them from wearing a mask. Individuals unable to wear a mask due to a medical condition can wear a face shield with a drape on the bottom edge.

Vendors and Shoppers:

- Wash hands often with soap & water for at least 20 seconds especially after going to the bathroom, before eating, and after blowing your nose, coughing, or sneezing.
- If soap and water are unavailable, use an alcohol-based hand sanitizer, with at least 60% alcohol.
- Avoid touching your eyes, nose or mouth with unwashed hands.
- Cover your cough or sneeze with a tissue, then discard in a trash receptacle.
- Minimize close contact with others by avoiding handshaking or hugging.
- Vendors and shoppers are directed to maintain 6 foot distancing at all times.
- Stay home when you are sick.

Non-Essential Activities and Serves:

- No Live music, entertainment, or kid activities (face painting, bouncer, games, rides, etc.).
- No alcohol beverage booths, food competitions, onsite food consumption, or food sampling.
- No outdoor dining or seating areas.

Please show kindness and respect to vendors and your fellow market shoppers.

Thank you for your support!

Christmas In A Small Town
A Small Town Christmas Market
Guidelines for Reducing the Spread of COVID
In Compliance with the Imperial County Public Health Department

The Imperial Chamber of Commerce will be hosting the 32nd Annual Christmas in a Small Town, A Small Town Christmas Market on Saturday, December 12, 2020.

The list of COVID Compliance Guidelines, Rule & Regulations are listed below. All vendors must read and acknowledge the COVID Rules & Regulations. Any vendor who does not comply on the day of the event, will be shut down, will not receive a refund and may be banned from participating in future Imperial Chamber Events.

MARKET SET-UP, LAYOUT AND SIGNAGE

All vendor booth will be separated by 12 feet, or one booth space on both sides of their designated space.

All vendors and people working the booth must wear masks at all times.

All Vendors **MUST** display the following signs, which will be provided by the Imperial Chamber:

2 individuals people at a time at the booth or 1 family of 2 or more at a time per booth

No Mask, No Service

Please practice social distancing of 6'

All vendors must provide designated spacing of 6' for vendors with high customer volumes, which would indicate where customers should wait to be served. Bright colored tape is to be used and will be provided by the Imperial Chamber of Commerce. Chalk or spray paint is forbidden.

Vendors are to have a designated area for customers to pay and should be clearly marked.

All vendors must bring their own masks, hand sanitizer, gloves and cleaning supplies to the event.

All vendors must sanitize their stands after a customer leaves their booth, wiping down tables, terminals, cash boxes, etc. with approved disinfectants.

All vendors must have a barrier between the vendor/product and customer. This can be either a plexi-glass barrier or a folding table in front of their booth in order to promote 6' social distancing.

At no time should a customer be able to "walk into" a booth.

Discourage shoppers from touching any products prior to purchase.

Produce vendors are encouraged to "pre-bag" the product.

FOOD VENDORS

In addition to the above mentioned, Food Vendors must have separate areas to order, pay and pick-up. Signage must be displayed so that customers can follow directives.

All prepared and ready to eat food **MUST** be served as take-out and grab and go items.

Fountain drinks of any kind are forbidden. Only can or plastic bottle drinks may be sold.

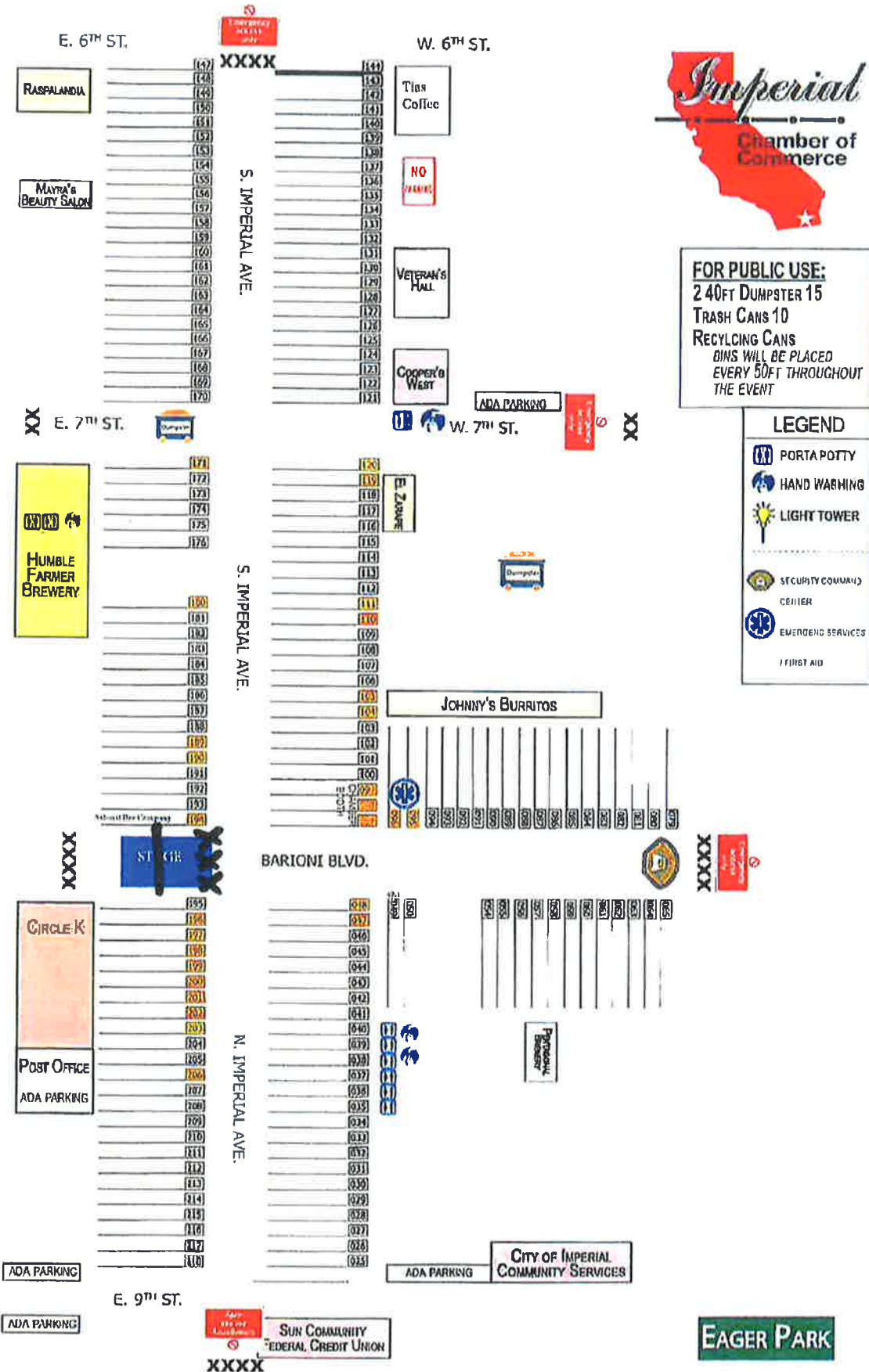
By signing this form, I acknowledge that I have read and agree to comply with the COVID Rules & Regulations set forth by the Imperial Chamber of Commerce and the Imperial County Public Health Department.

Signature of Vendor

Date

Print Name

CHRISTMAS IN A SMALL TOWN - 2019



Imperial Chamber of Commerce

Outdoor Special Event Emergency Plan

Conduct a pre-event briefing among managers, staff, volunteers, ushers, and others, review:

- Details of the venue, including entrances and exits, number of people attending, and specific information about the audience/attendees (ages, special needs etc.)
- Evacuation and shelter-in-place plan
- Give clear direction on unacceptable behavior
- Potential weather issues. If inclement weather is expected, assign someone to monitor it.
- Determine a communications structure for severe weather warnings. Also, determine who may need assistance evacuating, and who may assist them (adults with children, or the elderly).
- Hazardous weather plans - Details on emergency communications plans (if a weather alert is issued, who receives and or disseminates that information).
- Details on medical plans (if audience/attendee gets sick)
- Location of first aid kit.

Outdoor Special Event Emergency Plan

I. GENERAL

Event Name: Christmas in a Small Town, a Small Town Christmas Market

Date of Event: December 12, 2020

Time: 6:00 am – 5:00 pm

Location/ Address/ Facility Name: Downtown Imperial Avenue, Imperial CA. From 6th Street to 9th Street and Barioni Boulevard from H Street, West to SR HWY 86.

II. PURPOSE

A. This emergency action plan predetermines actions to take before and during the event in response to an emergency or otherwise hazardous condition. These actions will be taken by organizers, management, personnel and attendees. These actions represent those required prior to the event in preparation for those required during an emergency.

B. Flexibility must be exercised when implementing this plan because of the wide variety of potential hazards that exist for this event. These hazards include, but are not limited to, Fire, Medical Emergencies, Severe Weather, or situations where Law Enforcement is required.

III. ASSUMPTIONS

The possibility of an occurrence of an emergency is present at this event. The types of emergencies possible are various and could require the response of Fire & Rescue, Emergency Medical Services, and Police.

IV. BASIC PLAN

A. EAP Event Representative

The EAP event representative will be identified as the point of contact for all communications regarding the event. This person is identified as:

Primary Contact: Susan Paradis

Cell Phone: 760-623-8015

Secondary Contact: Alma Silva

Cell Phone: 760-457-7109

B. Emergency Notification

1. In the Event of an emergency, notification of the emergency will first be to Triad Security, with the use of a 2-way radio. IPD will also be in contact with Triad Security, in order that officers are kept abreast any situation that may arise. The callers should have the following information available to give to the Emergency Command Officer: Nature of emergency, location and contact person with call back number.
2. Will on-site Emergency Medical Services be provided?

- a. **X Yes** _____ **No** If yes, insert contact name/phone: Licensed Ambulance Service and/or the American Red Cross. Will be provide contact information once date is approved.

C. Severe Weather

1. Weather forecasts and current conditions will be monitored through the National Weather Service's website at www.weather.gov.
2. Before the event – If severe weather is predicted prior to the event, the EAP event representative will evaluate the conditions and determine if the event will remain scheduled. The EAP event representative or his/her designee will be identified as such and will be responsible to monitor the weather conditions before and during the event.
3. During the event – If severe weather occurs during the event, the EAP event representative or his/her designee will make notification to those attending the event that a hazardous weather condition exists and direct them to shelter.
4. There are very limited provisions for sheltering participants in the event of severe weather.
5. This event will follow the 30-30 Rule for lightning. If lightning is observed and thunder is heard within 30 seconds, the event will be delayed until 30 minutes have passed since the thunder was last heard.

D. Fire

1. Has a specific hazard been identified as an increased risk of fire at this event?
a. **Yes** **X** **No** If yes, what was identified? _____
2. Food Vendors: The use of open flame for grilling is permitted under the Fire Code when the following conditions are met:
 - a. All Must have a valid fire extinguisher, 2A10BC or Class K.
 - b. Each vendor is allowed 1 LP tank per cooking device and only one spare LP tank regardless of the number of cooking devices. All LP tanks are to be secured in a n approved manner (tied, strapped, chained, etc.).
 - c. All Food Vendors will be approved by the Imperial County Fire Department
3. Should an incident occur that requires the Fire Department, 911 will be utilized to request this resource. The caller should have the following information available to give to the 911 operator: nature of emergency, location, and contact person with a callback number.

D. Evacuation

You may be asked to evacuate for a number of reasons, including fire, fire alarm, flooding, power outage, etc.

A. Designate primary and secondary assembly locations

1. Eager Park, H & 10th Street, Imperial, CA 92251

E. Medical Emergencies

1. As with any outdoor event, there is potential for injury to the participants. The types of injuries are various and include those that are heat related as well as traumatic injuries.
2. Are there limited provisions for on-site Emergency Medical Services at this event?

☒ Yes ☐ No

3. Should an incident occur that requires Emergency Medical Services, contact as indicated below to request this resource. The caller will have the following information ready: nature of emergency, precise location, and contact person with callback number.

On-site EMS officer will be contacted. EMS will be stationed at the Corner of Barioni & Imperial Avenue on the Barioni side, in front of Johnny's burritos.

F. Law Enforcement

1. Has a need for constant Law Enforcement presence been identified at this event?

☒ Yes ☐ No

2. Should an incident report occur that requires Law Enforcement, contact as indicated below to request this resource. The caller will have the following information ready: nature of emergency, location, and contact person with a callback number.

The Imperial Chamber has contracted with Triad Security. Triad security will be the first line of communication, using 2-way radios. The IPD will be in contact with Triad Security, should assistance be needed. This being stated, the Chamber cannot control other individuals that may call 911 or the IPD directly.

G. Unwanted Guest Procedure

Should an unwanted guest or person of concern need to be addressed or removed from the event, notify Triad Security Command Center using the 2-way radio. This will also advise the Imperial Police Department of the situation as the IPD will have access to the 2-way radio channel.

H. Emergency Vehicle Access

1. Access for Emergency Vehicles will be maintained at all times.
2. Fire lanes and fire hydrants will not be obstructed.
3. Participants and spectators will be directed to park in approved areas and not to obstruct protective features, sidewalks or public thoroughways.
4. Crowd control will be managed by:
 - a. ☒ Staff ☒ OR ☒ On-site Security Officers
5. Parking for vendor, staff and attendee vehicles will be:
6. Side Streets, 6th, 7th, 9th. dirt lot on the southwest corner of 6th and Imperial Avenue.

V. THINGS TO REMEMBER

EAP Event Representative

- Stay calm.
- Be assertive.
- Be honest and empathetic with the situation.
- Give the audience as much information as possible, but do not overwhelm them with details.
- Let them know when you will be communication again.
- Try to manage their expectations.

VI. CONTACT INFORMATION

Primary Contact: Susan Paradis Cell phone: 760-623-8015

Secondary Contact: Alma Silva Cell phone: 760-457-7109

EMERGENCY: Imperial Valley Emergency Communications Authority | 911

NON-EMERGENCY: Imperial Police Department | (760) 355-1158



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/08/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cooperswest Insurance Agency LLC PO Box 88 564 Holt Avenue Holtville CA 92250-0088	CONTACT NAME: Courtney Dizon PHONE (A/C, No, Ext): (760)356-2986 E-MAIL ADDRESS: courtney@cooperswest.com FAX (A/C, No): (760)356-5312
	INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Insurance Co of America INSURER B: Technology Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Imperial Chamber of Commerce P O. Box 296 Imperial CA 92251-	NAIC # 25453

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y	ACP 3019546358	10/28/2020	10/28/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	OCCUR CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	QWC1108603	05/01/2020	05/01/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Imperial is listed as additional insured for event Christmas In A Small Town on December 12, 2020.

CERTIFICATE HOLDER

CANCELLATION

AI 009744

City of Imperial 420 South Imperial Avenue Imperial CA 92251-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



CITY OF IMPERIAL

420 SOUTH IMPERIAL AVENUE
IMPERIAL, CA 92251
TEL (760) 355-4371
FAX (760) 355-4718

INVOICE

Invoice Number	Date
2020-0010	1/22/2020
Reference Number	
Xmas in a Small Town	

IMPERIAL CHAMBER OF COMMERCE
P.O. BOX 296
IMPERIAL, CA 92251

Quantity	Description	Price	Total
	Invoice Christmas in a Small Town Expenses 12/07/19		
1	Personnel Wages (4 Public Services Employees- 5 Hours worked) (1 PD Supervisor & 2 Officers/Corporals)	2,089.00	2,089.00
1	Command Center Fuel	80.00	80.00
1	Credit card #321221 9/30/20	-2,169.00	-2,169.00

Please note that there will be a 10% penalty fee if not paid by due date.

Total: \$0.00

For questions parting to this invoice please call (760) 355-3050 or E-mail dquintana@cityofimperial.org

PLEASE MAKE CHECK PAYABLE TO: CITY OF IMPERIAL

CITY OF IMPERIAL
420 SOUTH IMPERIAL AVENUE
IMPERIAL, CA 92251
TEL: (760) 355-4371

Invoice Number	2020-0010
Date	1/22/2020
Due Date:	2/21/2020
Reference:	Xmas in a Small Town
Amount Due:	\$0.00

IMPERIAL CHAMBER OF COMMERCE
P.O. BOX 296
IMPERIAL, CA 92251

Event Hours 9:00am - 3:00pm
Vendor Setup 6:00-8:30am
Vendor Teardown 3:00pm - 5:00pm
Street Closure 5:30am - 5:00pm
Estimated Expenses

Description	
Parks	
No Parking 72 Hour Notice - City will Provide	
Pressure Wash Sidewalks Pre & Post Event	
Quantity of Staff Required	2
Staff Hours Each Staff	10
Personnel Wages	\$505.50
Materials: City will provide	
SUBTOTAL	\$505.00
Fire Department	
*There is not a cost for a unit to be onsite not dedicated to event	
**If a unit is dedicated to the event, there is a cost	
Police Department	
Staff Required	
1 Supervisor	
3 Officers/Corporals	
*City will provide 1 of the 3 Officers	
1 Community Liaison/Dispatcher	
Personnel Wages	\$2,054.97
Materials	
Command Center Fuel	\$80.00
SUBTOTAL	\$2,134.97
Public Services	
Set-Up, Breakdown Water Barrier and Barricades	
Quantity of Staff Required	4
Staff Hours	6
Personnel Wages	\$954.36
Materials: Water Truck	
SUBTOTAL	\$954.36
Post Event Clean Up	
Street Sweeping	
Garbage Services	
Additional Required Services not Identified	
TOTAL ESTIMATE	\$3,594.33

DATE SUBMITTED 10/29/2020

SUBMITTED BY ACM

DATE ACTION REQUIRED 12/04/2020

COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS PS

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: CITY ATTORNEY PROFESSIONAL SERVICES

1. APPROVAL OF AGREEMENT BETWEEN CITY OF IMPERIAL AND GEOFFREY P. HOLBROOK FOR CITY ATTORNEY PROFESSIONAL SERVICES

DEPARTMENT INVOLVED: City Manager's Office

BACKGROUND/SUMMARY:

Per the direction of the City Council, the City Manager's Office has concluded negotiations with Geoffrey P. Holbrook to provide City Attorney Professional Services for the City of Imperial.

The City of Imperial received three proposals in response to our RFP for City Attorney Professional Services. Following review and interviews with the candidates, the City entered into negotiations with Mr. Holbrook to provide said services identified in the proposal. Attached for your review is the contract to be executed by the City Manager pending Council action.

FISCAL IMPACT: (Est.) \$100,000.00 as approved in the Municipal Budget for FY 2020-2021

Monthly Retainer- \$8,000.00

Hourly Rate for "excluded" services - \$140.00

ADMIN SERV
INITIALS

PS

STAFF RECOMMENDATION: It is staff's recommendation to approve the negotiated terms as provided.

DEPT. INITIALS

AB

MANAGER'S RECOMMENDATION: Approve as provided

CITY
MANAGER'S
INITIALS

OHM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

AGREEMENT FOR CITY ATTORNEY SERVICES

This Agreement (“Agreement”) is effective as of the ____ day of November, 2020, by and between the law firm of Geoffrey P. Holbrook (“Attorney”) and the CITY OF IMPERIAL, a municipal corporation of the State of California (“City”).

1. APPOINTMENT.

City Council hereby appoints Attorney to render such legal services as are customarily rendered by City Attorneys as further specified herein, including attending meetings of the City Council, Planning Commission, and other bodies as directed by the City Council through its City Manager or his or her designee. The City Council and Attorney agree that the position of City Attorney shall be filled by Geoffrey P. Holbrook. Any changes to such persons in such positions shall be approved by the City Council.

Notwithstanding the foregoing, Attorney may appoint an Assistant City Attorney to serve as acting City Attorney in his absence, or a qualified acting City Attorney to serve in his absence when the Assistant City Attorney is unavailable to serve. Such acting City Attorney shall serve for no longer than 7 days without permission from the City Manager, and for no longer than 14 days without permission from the City Council.

All such persons serving in as Assistant City Attorney or Acting City Attorney shall be compensated by the Attorney as his sole cost.

2. TERM.

A. The term of this Agreement shall begin on November ____, 2020, and shall remain in effect for two (2) years. Thereafter, it shall continue in effect indefinitely from year-to-year thereafter unless either party gives written notice of its intention not to renew at least 90 days before expiration of the then current term. A request by either party to revise specific terms or provisions of the Agreement shall not serve as intention not to renew, and either party may seek revisions at any time upon 30 days written notice to the other.

B. Either party may terminate this Agreement at any time by providing 90 days written notice to the other party, except that such termination may not be terminated by City within 120 days following any municipal election at which any seat on the Council is changed. The purpose of this provision is to allow the Council adequate time to objectively evaluate Attorney’s performance.

3. DUTIES.

City employs Attorney to provide any and all work necessary for the provision of City Attorney services to City, including without limitation, the following:

A. Attendance at City Council and Planning Commission meetings, and such other bodies as directed by the City Council through its City Manager or his or her designee. Such attendance shall be by the Attorney unless excused by the City Manager or his or her designee. Additionally, such attendance may be “virtual” if approved by City Manager or his or her designee.

B. Provide legal advice, written legal opinions, and consultation on all matters affecting the City to the City Council, City Manager, commissions and other bodies of the City, and

officers and employees.

C. Be available for telephone or email consultation with City staff as needed on legal matters, and to maintain office hours and attendance at meetings at City Hall as mutually agreed to by the City Manager and Attorney except during periods when excused by the City Manager resulting from vacations, illness, training, or similar legitimate reasons to absent from the City.

D. Prepare or review necessary legal documents such as ordinances, resolutions, contracts, bid documents including RFP's, construction documents, memoranda, and similar legal documents as requested by City.

E. Represent and advise City on pending and potential litigation as requested by City, except regarding liability matters handled by CA Joint Powers Insurance Authority (JPIA) or other outside insurance providers, matters where Attorney has a conflict, or matters beyond the technical expertise of Attorney who shall, with approval of the City Council, employ such outside counsel as is necessary.

F. With respect to matters referred to outside counsel, monitor pending litigation matters, and assist in facilitating early resolution of such matters.

G. Monitor pending and current legislation and case law as appropriate.

H. Such other normal City Attorney functions as assigned by the City Council or City Manager.

4. COMPENSATION.

City and Attorney expect that virtually all time and expenses expected to be incurred in provision of these services will be included in the monthly retainer of eight thousand dollars (\$8,000.00). The monthly retainer is based upon an estimate of 50 hours per month to be spent on "included" services. The parties agree that the monthly retainer will not change if time spent on "included" services exceeds 50 hours. The parties agree to meet and confer at the request of the other on the subject of whether the monthly retainer accurately reflects time spent by Attorney on City included services. Time spent on "excluded services" as described in Attorney's proposal shall be billed at the hourly rate of \$140.00.

Attorney shall bill City on a monthly basis for services rendered in the prior month. Attorney's invoice shall describe in detail the services rendered and shall include a reference to the Legal Services Request which generated the invoice. Time spent shall be set forth in one-tenth of an hour increments. Work on excluded services shall be approved in advance by City through its City Manager or his or her designee.

5. INDEPENDENT CONTRACTOR STATUS.

Attorney shall perform all legal services required under this Agreement as an independent contractor and law firm, and shall remain at all times as to City a wholly independent contractor with only such obligations as are required under this Agreement. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Attorney, his

agents and employees, render the legal services required under this Agreement except as otherwise set forth. Attorney shall not receive any benefits beyond the compensation set forth herein.

6. INSURANCE COVERAGE.

City agrees that Attorney, including the Assistant City Attorney and any other acting City Attorney provided by Attorney, are excused from carrying errors and omissions professional liability coverage, and because Attorney has the authority of the office of City Attorney pursuant to Government Code section 36505, the City agrees to extend the protections of Government Code section 825 to Attorney and defend and hold harmless Attorney, and other attorney's working on behalf of Attorney in carrying out the terms and conditions of this Agreement, from any action resulting from provision of legal services under this Agreement. Attorney shall comply with California Rules of Professional Conduct 1.4.2 in advising City whether or not he maintains professional liability insurance

7. PROFESSIONAL DEVELOPMENT.

Attorney agrees that he, and all persons working on behalf of him in provision of legal services under this Agreement, shall remain licensed to practice law in the State of California, and Attorney will ensure that he and all attorney's acting under this Agreement shall maintain compliance with continuing education requirements and maintain competence with respect to the field of municipal law at all times while carrying out the terms of this Agreement.

8. ENTIRE AGREEMENT.

The parties agree that this Agreement contains all of the agreements of the parties and cannot be amended or modified except by written amendment or agreement. The prior written agreement by and between the City and Attorney regarding legal services is hereby terminated as of the effective date and time of this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by written amendment.

9. NOTICES

Any notices pursuant to this Agreement shall be sent by regular mail addressed as follows:

CITY:

Dennis H. Morita
City Manager
420 S Imperial Avenue
Imperial, CA 92251

ATTORNEY:

Geoffrey P. Holbrook
583 Sagebrush Street
Imperial, CA 92251

10. INTERPRETATION OF AGREEMENT AND FORUM.

This Agreement shall be construed and interpreted in accordance with the laws of California. In the event of any dispute arising from this Agreement, the forum for judicial review shall be the Superior Court, Imperial County.

11. SEVERABILITY.

If any provision or portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder shall be deemed severable and shall not be affected and shall remain in full force and effect insofar as possible.

12. CONFLICTS.

Attorney has no known present or contemplated employment which is adverse to the City. Attorney agrees that he will not represent clients in matters against the City. In such instances, Attorney shall make such potential conflict known to City and offer to withdraw from representing either client and assist in obtaining suitable outside counsel to represent City.

Dated: November_____, 2020

CITY OF IMPERIAL:

Dennis H. Morita, City Manager

ATTORNEY:

Geoffrey P. Holbrook

ATTEST:

Debra Jackson, City Clerk