

AGENDA

**CITY COUNCIL
CITY OF IMPERIAL
200 WEST 9TH STREET
IMPERIAL, CA 92251-1637
DECEMBER 4, 2019
CLOSED SESSION 6:00 PM
OPEN SESSION 7:00 PM**

The Imperial City Council meetings, including public comments, are being live streamed 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: PUBLIC EMPLOYEE APPOINTMENT (54954.5 (e))

TITLE: City Manager

A-2. SUBJECT: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

CASE: State of California ex rel., OnTheGo Wireless, LLC v. Cellco Partnership d/b/a Verizon Wireless, et al., Case No. 34-2012-00127517 (Sacramento Superior Court)

A-3 SUBJECT: CONFERENCE WITH LABOR NEGOTIATOR (54954.5 (f))

AGENCY NEGOTIATOR: City Manager

UNREPRESENTED EMPLOYEES: Human Resources Manager
Assistant City Manager
Administrative Services Director

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 to waive 2nd reading in full and adopt Ordinance No. 804, Ordinance of the City of Imperial, California Repealing and Reenacting Chapter 6 Relating to Building Regulations.

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

E-1. SUBJECT: DISCUSSION/ACTION: CITY OF IMPERIAL PUBLIC LIBRARY HOURS OF OPERATION.

1. APPROVE REVISED HOURS OF OPERATION.

E-2. SUBJECT: DISCUSSION/ACTION: THIRD AMENDMENT TO PARKS AND LANDSCAPE MAINTENANCE AGREEMENT WITH EXECUTIVE LANDSCAPE, INC.

1. APPROVE THIRD AMENDMENT TO AGREEMENT WITH EXECUTIVE LANDSCAPE, INC. FOR THE EXTENSION OF SERVICES FOR ONE YEAR ENDING JANUARY 31, 2021.

E-3. SUBJECT: DISCUSSION/ACTION: PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF IMPERIAL AND BOB MURRAY AND ASSOCIATES.

1. APPROVAL OF AGREEMENT FOR PROFESSIONAL SERVICES WITH BOB MURRAY AND ASSOCIATES FOR THE RECRUITMENT OF A CITY MANAGER IN THE AMOUNT OF \$17,500.00.

E-4. SUBJECT: DISCUSSION/ACTION: RANGE RECLASSIFICATIONS WITHIN MANAGEMENT, SUPERVISORY, PROFESSIONAL, CONFIDENTIAL (MSPC) COLLECTIVE BARGAINING UNIT.

1. APPROVAL OF RECLASSIFICATION OF THE HUMAN RESOURCES ANALYST RANGE 78 TO THE NEW CLASSIFICATION OF HUMAN RESOURCES MANAGER RANGE 98.
2. APPROVAL OF RECLASSIFICATION OF THE MANAGEMENT ANALYST RANGE 80 TO THE NEW CLASSIFICATION OF ASSISTANT CITY MANAGER RANGE 101 AND NEW DRAFT JOB DESCRIPTION.
3. APPROVAL OF RECLASSIFICATION OF THE FINANCE DIRECTOR RANGE 101 TO THE NEW CLASSIFICATION OF ADMINISTRATIVE SERVICES DIRECTOR RANGE 102.

E-5. SUBJECT: DISCUSSION/ACTION: RECLASSIFICATION OF DIRECTOR OF INFORMATION TECHNOLOGY FROM CONTRACT EMPLOYEE TO MSPC COLLECTIVE BARGAINING UNIT.

1. APPROVAL OF RECLASSIFICATION OF THE DIRECTOR OF INFORMATION TECHNOLOGY FROM CONTRACT EMPLOYEE TO RANGE 102.

E-6. SUBJECT: DISCUSSION/ACTION: COMMUNITY SERVICES DEPARTMENT STAFFING.

1. AUTHORIZATION TO CREATE ADMINISTRATIVE ASSISTANT POSITION WITHIN THE COMMUNITY SERVICES DEPARTMENT.

E-7. SUBJECT: DISCUSSION/ACTION: RECLASSIFICATION OF LIBRARY SUPERVISOR TO LIBRARY TECHNICIAN.

1. AUTHORIZATION TO RECLASSIFY LIBRARY SUPERVISOR TO LIBRARY TECHNICIAN.

E-8. SUBJECT: DISCUSSION/ACTION: ASPHALT RUBBER COMPOSITE LAYER OVERLAY ALONG PUERTO VALLARTA AVENUE FROM FONZIE AVENUE TO ROSARITO DRIVE.

1. APPROVAL OF CLOSING AMOUNT WITH FINAL QUANTITIES.
2. ACCEPTANCE OF WORK AS COMPLETED BY AGGREGATE PRODUCTS, INC. (API) AND AUTHORIZE THE FILING OF THE NOTICE OF COMPLETION.

E-9. SUBJECT: DISCUSSION/ACTION: LABOR COMPLIANCE FOR THE WASTEWATER TREATMENT PLANT UPGRADE PROJECT.

1. AWARD CONTRACT FOR LABOR COMPLIANCE SERVICES TO LABOR COMPLIANCE CONSULTANTS OF SOUTHERN CALIFORNIA IN THE AMOUNT OF \$30,240.00

E-10. SUBJECT: DISCUSSION/ACTION: REGULAR MEETING OF JANUARY 1, 2020.

1. APPROVAL TO CANCEL OR RESCHEDULE THE CITY COUNCIL MEETING OF JANUARY 1, 2020 DUE TO THE NEW YEAR'S DAY HOLIDAY.

E-11. SUBJECT: DISCUSSION/ACTION: REMOVAL AND REPLACEMENT OF RUBBER SURFACING AT VICTORIA PARK, SKY RANCH PARK, AND SAVANNA PARK

1. AUTHORIZATION TO SEEK BIDS FOR THE REMOVAL AND REPLACEMENT OF POUR-IN-PLACE RUBBER SURFACING AT SAVANNA PARK.
2. AUTHORIZATION TO SEEK BIDS FOR THE REMOVAL AND REPLACEMENT OF POUR-IN-PLACE RUBBER SURFACING AT SKY RANCH PARK.
3. AUTHORIZATION TO SEEK BIDS FOR THE REMOVAL AND REPLACEMENT OF POUR-IN-PLACE RUBBER SURFACING AT VICTORIA PARK.

E-12. SUBJECT: DISCUSSION/ACTION: MAINTENANCE/REPAIR OF RUBBER SURFACING AT AVIATION PARK.

1. AUTHORIZATION TO SEEK BIDS FOR THE ROLL COAT AND REPAIR OF EXISTING POUR-IN-PLACE RUBBER SURFACING AT AVIATION PARK.

E-13. SUBJECT: DISCUSSION/ACTION: IMPERIAL LIGHT PARADE AND MARKET DAYS REPORT

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, DECEMBER 18, 2019 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

ITEM D-1

Date: 11/26/2019

Time: 11:15 am

Page: 1

CITY OF IMPERIAL

BANK: UNION BANK

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90470	11/20/2019	Printed		2357	ALL VALLEY FENCE		6.47
90471	11/20/2019	Printed		5956	AMAZON CAPITAL SERVICES		12.90
90472	11/20/2019	Printed		6853	ASHLEY OROZCO		114.23
90473	11/20/2019	Printed		1066	AT&T		1,810.26
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90475	11/20/2019	Printed		4400	BABCOCK LABORATORIES, INC.		2,696.00
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90481	11/20/2019	Printed		6222	CODE EXXPERTS, LLC		778.36
90482	11/20/2019	Printed		784	CONTROL PARTS		578.06
90483	11/20/2019	Printed		514	CORE & MAIN LP		363.59
90484	11/20/2019	Printed		132	COSTCO WHOLESALE		30.44
90485	11/20/2019	Printed		3135	COUNTY OF SAN DIEGO, RCS		1,539.00
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90487	11/20/2019	Printed		3403	DANIELS TIRE CORPORATE ADMIN		600.60
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90489	11/20/2019	Printed		4659	DENISE HENDRICKSON		56.02
90490	11/20/2019	Printed		6846	DONALD JENSEN		16.25
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90496	11/20/2019	Printed		4363	EXPERT NETWORKS INC.		577.50
90497	11/20/2019	Printed		2058	FASTENAL COMPANY		15.22
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90499	11/20/2019	Printed		314	FRANCHISE TAX BOARD		161.52
90500	11/20/2019	Printed		6852	FRANKLYN ABREU		84.80
90501	11/20/2019	Printed		6840	GILDA MUNOZ		51.33
90502	11/20/2019	Printed		6844	GRACIELA RUIZ		163.72
90503	11/20/2019	Printed		1423	GREEN PATCH LANDSCAPING INC.		495.54
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90507	11/20/2019	Printed		028	IMPERIAL IRRIGATION DISTRICT		8,933.30
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Check Register Report

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CITY OF IMPERIAL

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90512	11/20/2019	Printed		2099	IMPERIAL TRUSS & LUMBER		560.25
90513	11/20/2019	Printed		350	CO.		
90514	11/20/2019	Printed		1555	IMPERIAL VALLEY		932.20
90515	11/20/2019	Printed		320	OCCUPATIONAL M		
90516	11/20/2019	Printed		1587	IMPERIAL VALLEY PAINT		218.03
90517	11/20/2019	Printed		6845	CENTER		
90518	11/20/2019	Printed		6838	IMPERIAL VALLEY PRESS		435.28
90519	11/20/2019	Printed		6365	INTERNAL REVENUE SERVICE		150.00
90520	11/20/2019	Printed		6843	JADE SECURITY SYSTEMS,		59.99
90521	11/20/2019	Printed		868	INC.		
90522	11/20/2019	Printed		1409	JEREMY BURZUMATO		98.26
90523	11/20/2019	Printed		2901	JHOSELYN RAMIREZ-STRAIT		675.00
90524	11/20/2019	Printed		1647	JOHN DEERE FINANCIAL		35.50
90525	11/20/2019	Printed		6848	JOSHUA UPDEGRAFF		128.40
90526	11/20/2019	Printed		843	K-C WELDING & RENTALS, INC.		5.39
90527	11/20/2019	Printed		1996	KAMAN INDUSTRIAL		1,481.35
90528	11/20/2019	Printed		101	TECHNOLOGIES		
90529	11/20/2019	Printed		401	KIMBALL MIDWEST		250.09
90530	11/20/2019	Printed		260	LA BRUCHERIE IRRIGATION		415.41
90531	11/20/2019	Printed		3998	SUPPLY		
90532	11/20/2019	Printed		2295	LAKIAUNA SAMMONS		46.74
90533	11/20/2019	Void	11/20/2019	4481	LAURA GUTIERREZ		251.00
90534	11/20/2019	Printed		079	LEE TIRE CO.		35.00
90535	11/20/2019	Printed		6849	LINCOLN LIFE		826.00
90536	11/20/2019	Printed		6854	LOWE'S		82.58
90537	11/20/2019	Printed		156	MALLORY SAFETY AND SUPPLY		34.52
90538	11/20/2019	Printed		084	LLC		
90539	11/20/2019	Printed		6710	NAPA		472.87
90540	11/20/2019	Printed		1455	NEW BORDER TACTICAL, INC		883.83
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90548	11/20/2019	Printed		979	PREMIER RENTALS		994.50
90549	11/20/2019	Printed		6851	PRIMO CONSTRUCTION &		3,136.00
90550	11/20/2019	Printed		1239	SERVICES		
90551	11/20/2019	Printed		5706	PRINCIPAL-SBD GRAND ISLAND		4,755.29
90552	11/20/2019	Printed		3262	RAIN FOR RENT		51.45
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					SELLERS PETROLEUM		10,265.30
					SERGIO M. PEREZ		1,200.00
					SHERWIN-WILLIAMS		107.63
					SHI INTERNATIONAL CORP		246.75
					SIMNSA HEALTH PLAN		12,464.97
					SOUTHWEST EQUIPMENT &		97.85
					SUPPLY		
					STATE OF CA 45TH DISTRICT		850.00
					AG		
					SUNBELT RENTALS, INC.		716.89
					SUPERIOR READY MIX		207.80
					CONCRETE LP		
					T.C. CORRIHER IMPLEMENT		5,301.00
					CO.INC		

Check Register Report

Date: 11/26/2019
Time: 11:15am
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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
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90563	11/20/2019	Printed		615	VALLEY PEST SERVICES, INC		1,297.00
90564	11/20/2019	Printed		611	VERIZON WIRELESS		639.64
90565	11/20/2019	Printed		1154	WELLS FARGO BANK		7,000.00
90566	11/20/2019	Printed		1132	WELLS FARGO BANK MN, N.A.		1,085,917.50
90567	11/20/2019	Printed		1827	WILKINSON REAL ESTATE		115.19
90568	11/20/2019	Printed		487	XPRESS LUBE		85.38
90569	11/20/2019	Printed		1773	ZASUETA CONTRACTING, INC.		1,266.05
90570	11/25/2019	Printed		195	ALLIED WASTE		107,004.53
90571	11/25/2019	Printed		195	ALLIED WASTE		2,414.70
90572	11/25/2019	Printed		4481	O'REILLY		214.11
90573	11/25/2019	Printed		957	SC FUELS		1,676.39

Total Checks: 118

Checks Total (excluding void checks): 1,503,539.31

Total Payments: 118

Bank Total (excluding void checks): 1,503,539.31

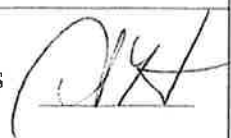
Total Payments: 118

Grand Total (excluding void checks): 1,503,539.31

DATE SUBMITTED 11/22/19
 SUBMITTED BY Community Services
Department - Haller
 DATE ACTION REQUIRED 12/04/2019

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: APPROVE REVISED HOURS OF OPERATION FOR THE CITY OF IMPERIAL PUBLIC LIBRARY	
DEPARTMENT INVOLVED: COMMUNITY SERVICES DEPARTMENT	
BACKGROUND/SUMMARY: The City of Imperial Public Library hours of operation are Monday through Thursday from 10:00 a.m. until 7:00 p.m., Friday from 10:00 a.m. until 5:00 p.m. and Saturday from 10:00 a.m. until 2:00 p.m. The Community Services office hours are from 8:00 am until 5:00 pm Monday through Friday. The Community Services office was moved into the Library on October 31st of 2019. In order to continue the same office hours, the library doors are open for public access. Between the hours of 8:00 am until 10:00 am Monday through Friday, the library is accessible to the public. During the month of November the library was opened at 8:00am in order to provide public access to the Community Services office and during this time library services were provided. The hours between 8:00 am and 10:00 am received a positive response from our library patrons. The Department of Community Services requests the changing of library hours to the following: Monday through Thursday – 8:00 a.m. until 7:00 p.m. Friday – 8:00 a.m. until 5:00 p.m. Saturday – 10:00 a.m. until 2:00 p.m.	
FISCAL IMPACT: There is no significant impact.	FINANCE INITIALS 
STAFF RECOMMENDATION: It is staff's recommendation that the City Council approve the recommended hours of operation for the Imperial Public Library and Community Services Office.	DEPT. INITIALS 
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS 
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REJECTED () DEFERRED () REFERRED TO:

DATE SUBMITTED	<u>November 22, 2019</u>
SUBMITTED BY	<u>Ember Haller</u>
DATE ACTION REQUIRED	<u>December 4, 2019</u>

**IMPERIAL CITY COUNCIL
AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: EXECUTIVE LANDSCAPE, INC. PROFESSIONAL SERVICE AGREEMENT													
1.) EXTEND PARK AND LANDSCAPE MAINTENANCE AGREEMENT WITH EXECUTIVE LANDSCAPE, INC. FOR THE TERM OF ONE YEAR													
DEPARTMENT INVOLVED: COMMUNITY SERVICES													
BACKGROUND/SUMMARY: Executive Landscape, Inc. entered a two-year professional service agreement for park and landscape maintenance on January 4, 2017. The agreement provides for the possibility of two one year extensions provided the extension is on the same terms and conditions. An additional one-year extension was approved by City Council on February 6, 2019 extending the agreement through January 31, 2020. The scope of work includes park and landscape maintenance service for fourteen park and landscape areas. Executive Landscape, Inc. agrees to extend its agreement on the same terms and conditions for one year extending the agreement through January 31, 2021. Please see attached agreement for more information.													
FISCAL IMPACT: The annual cost of \$333,300 is budgeted for the 2019-20 fiscal year. The fourteen park and landscape areas are funded by the Lighting and Landscape District, Community Facilities District (\$273,600) and the General Fund (\$59,700).	FINANCE INITIALS 												
STAFF RECOMMENDATION: It is the department's recommendation that the City Council approves the extension of the park and landscape maintenance agreement with Executive Landscape, Inc. for one year extending the agreement through January 31, 2021.	DEPT. INITIALS 												
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS 												
MOTION:													
SECONDED: AYES: NAYES: ABSENT:	<table border="0"> <tr> <td>APPROVED</td> <td>()</td> <td>REJECTED</td> <td>()</td> </tr> <tr> <td>DISAPPROVED</td> <td>()</td> <td>DEFERRED</td> <td>()</td> </tr> <tr> <td colspan="4">REFERRED TO:</td> </tr> </table>	APPROVED	()	REJECTED	()	DISAPPROVED	()	DEFERRED	()	REFERRED TO:			
APPROVED	()	REJECTED	()										
DISAPPROVED	()	DEFERRED	()										
REFERRED TO:													

Park and Landscape Maintenance Contract Scope of Work

1. Sky Ranch \$7050 month / \$84,600 annual
Funding Source: Lighting & Landscape District
 - (a) Sky Ranch Park (West Boley Field Drive)
 - (b) Woof Town Dog Park
 - (c) Aviation Park
 - (d) Aten Road Greenbelt
 - (e) Sky Ranch West Retention Basin
 - (f) Sky Ranch East Retention Basin
 - (g) Sandalwood Avenue Greenbelt from Aten Rd. to Boley Field Dr. (east side only)
 - (h) Sheffield Avenue Greenbelt from Sandalwood to Morning Glory Trail (north side only)
 - (i) Morning Glory Trail Greenbelt from Flying Cloud Dr. to Aten Rd (west side only)
2. Springfield \$2925 month / \$35,100 annual
Funding Source: Community Facilities District
 - (a) 6 Pocket parks and common area
3. Victoria Ranch \$3375 month / \$40,500 annual
Funding Source: Community Facilities District
 - (a) Victoria Ranch Park (including pedestrian access area)
 - (b) Cross Road Greenbelt from Aten Rd. to Kadin Canal
 - (c) Aten Road Greenbelt from Cross Rd. to Legakes Ave.
 - (d) Bernard Greenbelt from Cross Rd. to Cedro
 - (e) De Pauli Greenbelt from Cross Rd. to Cedro
 - (f) Cambria Park
4. Paseo Del Sol \$3550 month / \$42,600 annual
Funding Source: Community Facilities District
 - (a) Paseo Del Sol park and retention basin
 - (b) Aten Road Greenbelt from Clark Rd. ("P" Street) to east of Puerto Vallarta Ave.
 - (c) Clark Road ("P" Street) Greenbelt from Aten Rd. to Rosarito Dr.
5. Savanna Ranch \$3600 month / \$43,200 annual
Funding Source: Community Facilities District
 - (a) Savanna Park
 - (b) Retention Basin including pedestrian walkway to Jade Tree Street
 - (c) Worthington Road (Barioni Boulevard) Greenbelt
 - (d) Savanna Way Greenbelt (including median and sidewalk areas)
6. Monterrey Park \$1800 month / \$21,600 annual
Funding Source: Community Facilities District
 - (a) Horizon Park
 - (b) Vista Del Mar Lane Greenbelt (west side only)
 - (c) Valle Verde Lane Greenbelt (east side only)
 - (d) Monterrey Park Lane Greenbelt (including median and sidewalk areas)
 - (e) Brewer Road Greenbelt (south side only)

7. Wildflower North \$500 month / \$6,000 annual
Funding Source: Lighting & Landscape District
(a) West side of La Brucherie Road, south side of Aten Road
(b) Tree line area north side of retention basin
8. Eager Park \$900 month / \$10,800 annual
Funding Source: General Fund
9. Evans Park \$400 month / \$4800 annual
Funding Source: General Fund
10. Freddie White Park \$600 month / \$7200 annual
Funding Source: General Fund
11. Joshua Tree Park \$900 month / \$10,800 annual
Funding Source: General Fund
12. CA Irving Sports Complex \$600 month / \$7200 annual
Funding Source: General Fund
13. Sunset Park \$12,500 month / \$15,000 annual
Funding Source: General Fund
14. Imperial Transit Park \$325.00 month / \$3900.00 annual
Funding Source: General Fund

**CITY OF IMPERIAL
PROFESSIONAL SERVICE AGREEMENT FOR PARK AND LANDSCAPE
MAINTENANCE**

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR NON-CONSTRUCTION PROJECT ("AGREEMENT"), is made and effective as of January 4, 2017, between the City of Imperial, ("AGENCY"), a municipal corporation and Executive Landscape, Inc. a corporation] ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on January 5, 2017 and shall remain and continue in effect until tasks described herein are completed, but in no event later than January 31, 2019 unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. PERFORMANCE

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

IV. AGENCY MANAGEMENT

Agency's City Manager shall represent AGENCY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to CONSULTANT. Agency's Manager shall be authorized to act on AGENCY's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change CONSULTANT's compensation, subject to Section 5 hereof.

V. PAYMENT

- A. The AGENCY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed dollars (\$544,800.00) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Manager and CONSULTANT at the time AGENCY's written authorization is given to CONSULTANT for the performance of said services. The Agency Manager may approve additional work not to exceed ten percent (10%) of the amount of the AGREEMENT, but in no event shall such sum exceed ten-thousand dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the City Council.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the AGENCY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The AGENCY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the AGENCY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.
- B. In the event this AGREEMENT is terminated pursuant to this Section, the AGENCY shall pay to CONSULTANT the actual value of the work

performed up to the time of termination, provided that the work performed is of value to the AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the AGENCY pursuant to Section 5.

VII. DEFAULT OF CONSULTANT

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

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AGENCY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of AGENCY or its designees at reasonable times to such books and records; shall give AGENCY the right to examine and audit said books and records; shall permit AGENCY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT.

Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the AGENCY and may be used, reused, or otherwise disposed of by the AGENCY without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the AGENCY, at the CONSULTANT's office and upon reasonable written request by the AGENCY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to AGENCY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

IX. INDEMNIFICATION

A. Indemnity for professional liability

When the law establishes a professional standard of care for CONSULTANT'S Services, to the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend and hold harmless AGENCY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by any negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this AGREEMENT.

B. Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless AGENCY, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or

in part, the performance of this AGREEMENT by CONSULTANT or by any individual or AGENCY for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or subcontractors of CONSULTANT.

C. Duty to defend

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

X. INSURANCE

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

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither AGENCY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the AGENCY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against AGENCY, or bind AGENCY in any manner.
- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to

CONSULTANT as provided in the AGREEMENT, AGENCY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for AGENCY. AGENCY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE

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

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without AGENCY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other

information concerning the work performed under this AGREEMENT or relating to any project or property located within the AGENCY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives AGENCY notice of such court order or subpoena.

- B. CONSULTANT shall promptly notify AGENCY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with AGENCY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, AGENCY's right to review any such response does not imply or mean the right by AGENCY to control, direct, or rewrite said response.

XVI. NOTICES

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

To AGENCY: City of Imperial
 420 South Imperial Avenue
 Imperial, CA 92251
 Attention: Debra Jackson, City Clerk

To CONSULTANT: Executive Landscape
 P.O. Box 1075
 Fallbrook, CA 92077
 Attention: Ted Earle

XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the AGENCY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. [Insert name] may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY fourteen (14) days' notice prior to the departure of [Insert name] from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, the AGENCY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include an indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

XVIII. LICENSES

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

XIX. GOVERNING LAW

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

XX. ENTIRE AGREEMENT

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, are merged into this AGREEMENT and shall be of no further force or effect. Each party is

entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of AGENCY's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the CONSULTANT, Exhibit "E" hereto. In the event of conflict, the requirements of AGENCY's Request for Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's proposals. The incorporation of the CONSULTANT's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or AGENCY, unless expressly agreed to in writing.

XXII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT

By: 
(Signature)

Ted Earle
(Typed Name)

President
(Title)

City of Imperial
A Municipal Corporation

James Tucker, Mayor

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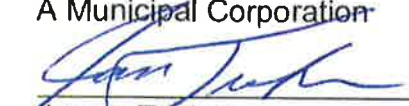
CONSULTANT

By: _____
(Signature)

(Typed Name)

(Title)

City of Imperial
A Municipal Corporation


James Tucker, Mayor

ATTEST:


Debra Jackson, City Clerk

APPROVED AS TO FORM:

Agency Attorney

By: Dennis H. Morita

Attachments:

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Exhibit E

Tasks To Be Performed

Payment Schedule

Insurance Requirements

Request for Proposal

Consultant's Proposal

EXHIBIT A

TASKS TO BE PERFORMED

Refer to Exhibit "D" – Request for Proposal

EXHIBIT B

PAYMENT SCHEDULE

All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. Client agrees that all billings from Consultant to client are correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

Other provisions or requirements

Proof of insurance. CONSULTANT shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with AGENCY at all

times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

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

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

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

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

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other

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

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

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

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

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

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

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 CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the AGENCY and CONSULTANT may renegotiate CONSULTANT'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. CONSULTANT shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

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

EXHIBIT D
REQUEST FOR PROPOSAL

EXHIBIT "D"



Request for Proposal

Park and Landscape Maintenance

December 14, 2016

Proposal Due:	December 22, 2016
Award of Contract:	January 4, 2017

City of Imperial
420 South Imperial Avenue
Imperial, CA 92251

Phone: (760) 355-3316
Fax: (760) 355-4718

I. Overview

The City of Imperial, California invites professional firms to submit proposals to provide Park and Landscape Maintenance Services for parks, parkway greenbelts, and retention basins. The required services are outlined in the Scope of Work.

II. Background

The City of Imperial is located in the center of Imperial County in California's southeastern desert region. Incorporated in 1904, the City of Imperial is the oldest city in the county, and it is currently the fastest growing city in the Imperial Valley with an estimated population of 16,708 people according to latest population estimated from the State Department of Finance.

The City of Imperial Parks and Recreation Department is committed to providing quality parks and programs to meet the needs of the citizens of the City of Imperial for sports, fitness, leisure activities, and to foster a strong sense of community spirit. There are approximately 48 acres of developed open space spread over 15 parks and greenbelts.

III. Scope of Work

The City of Imperial is soliciting proposals for the purpose of hiring a qualified landscape maintenance contractor to furnish all labor, materials, tools, equipment, supervision, and transportation required to maintain Parks and Landscape Areas outlined below. All Parks and Landscape Areas shall be maintained in attractive conditions throughout the years.

Work Areas

1. Sky Ranch

- (a) Sky Ranch Park (West Boley Field Drive)
- (b) Woof Town Dog Park
- (c) Aviation Park
- (d) Aten Road Greenbelt
- (e) Sky Ranch West Retention Basin
- (f) Sky Ranch East Retention Basin
- (g) Sandalwood Avenue Greenbelt from Aten Road to Boley Field Dr. (east side only)
- (h) Sheffield Avenue Greenbelt from Sandalwood to Morning Glory Trail (north side only)
- (i) Morning Glory Trail Greenbelt from Flying Cloud Dr. to Aten Rd (west side only)

2. Springfield

- (a) 6 Pocket parks and common area

3. Victoria Ranch

- (a) Victoria Ranch Park (including pedestrian access area)
- (b) Cross Road Greenbelt from Aten Rd. to Kadin Canal
- (c) Aten Road Greenbelt from Cross Road to Legakes Avenue
- (d) Bernard Greenbelt i from Cross Rd. to Cedro
- (e) De Pauli Greenbelt from Cross Rd. to Cedro

4. Paseo Del Sol

- (a) Paseo Del Sol park and retention basin
- (b) Aten Road Greenbelt from Clark Road ("P" Street) to east of Puerto Vallarta Avenue
- (c) Clark Road ("P" Street) Greenbelt from Aten Road to Rosarito Drive

5. Savanna Ranch

- (a) Savanna Park
- (b) Retention Basin including pedestrian walkway to Jade Tree Street
- (c) Worthington Road (Barioni Boulevard) Greenbelt
- (d) Savanna Way Greenbelt (including median and sidewalk areas)

6. Monterrey Park

- (a) Horizon Park
- (b) Vista Del Mar Lane Greenbelt (west side only)
- (c) Valle Verde Lane Greenbelt (east side only)
- (d) Monterrey Park Lane Greenbelt (including median and sidewalk areas)
- (e) Brewer Road Greenbelt (south side only)

7. Sunset Park

- (a) Landscaping along Fence line

8. Wildflower North

- (a) West side of La Brucherie Road, south side of Aten Road
- (b) Tree line area north side of retention basin

Scope of Responsibility

- 1. Plant Material:** The contractor shall provide ten 5-gallon shrubs per month to replace dead plant material where requested by City of Imperial. Additionally, any and all plants that dies or is damaged due to Contractor's negligence shall be replaced at the Contractor's expense, equal in plant size. Replacement shall be made within fifteen (15) days from the date the defective plant is brought to the attention of the contractor.
- 2. Landscape Maintenance and Irrigation.**
 - a. Shrubs shall be trimmed as needed and maintained per city specifications.
 - b. Lawns are to be mowed, edged, and weed wacked once per week at a 1" to 2/1/2" height. Lawns are to be aerated as needed.
 - c. Planter areas are to be maintained free of weeds, debris, and raked 2x per month or as needed.
 - d. Irrigation to be maintained in proper watering conditions at all times. Irrigation lines and bubbler heads are to be maintained and replaced by the Contractor as needed. Programming of irrigation controllers per seasonal watering schedules. Backflows to be checked and maintained in proper condition.
 - e. All trees less than 8'in height are to be maintained by the Contractor. All trees, regardless of size will be skirted to avoid pedestrian or vehicle accidents at a clearance of 8 feet. Trees shall be trimmed, pruned, or laced of trees during winter season, as needed.
- 3. Fertilizing and Chemical Treatments.** Fertilizing, weed abatement, rye seed, Bermuda seed, pre-emergent shall be included in the bid. All fertilizing and chemical treatments will be recorded and logged for dates of application. All chemicals and nutrient additive will be submitted to City for approval.
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- 5. Monthly Maintenance Report and Coordination with City Staff.** A Monthly Maintenance Report shall be submitted with the monthly billing for each Park and

Greenbelt Area. The Contractor shall meet City Staff at each Park and Greenbelt area on a bi-weekly basis for site inspections and coordination.

6. **Emergency Numbers.** The Contractor shall be readily available by telephone during normal work hours. In addition, the Contractor shall provide the City of Imperial with a list of emergency telephone numbers to be contacted after normal working hours, on weekends, and holidays.
7. **Licenses and Insurance Requirements.** Contractor must have C-27 Landscape license, QAL applicator license, County of Imperial Pesticide License, CLT Certified Landscape Technician, City Business License. Workers Compensation, General Liability, and Commercial Vehicle insurance.
8. **Wage Rates.** The California Director of Industrial Relations has determined the general prevailing rate of wages for each craft, classification, or type of worker needed to execute the work. It shall be mandatory for the Contractor and any subcontractor under him to pay not less than the said specified rates to laborers and workmen employed by them in the execution of the Contract. Copies of the prevailing rate of per diem wages may be obtained from the Department of Industrial Relations, P.O. Box 420603, San Francisco, CA 94142-0603, Attn: Chief, Division of Labor Statistics and Research or at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.
9. **Exclusions.** The following items are excluded from the Scope of Work and Services:
 - a. Landscape enhancements.
 - b. Water and electrical to be supplied by City of Imperial.
 - c. Plant replacement that are currently missing.
 - d. Plant replacement due to harsh weather conditions.
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1. Proposer's Information Form
2. Bid Worksheet
3. Experience Statement
4. Proposer's Signature Form
5. Additional Data: Proposals may include any other information the Consultant deems essential to the evaluation of the qualifications and proposal statements. This section will be limited to five (5) pages.

v. Proposal Submittal

To be considered, please submit three (3) copies of your proposal by Thursday, December 22 at 3:00 P.M. to:

Debra Jackson
City Clerk
City of Imperial
420 South Imperial Avenue
Imperial, CA 92251

All proposals shall be submitted in sealed envelope(s) and shall be clearly marked:

"SEALED PROPOSAL- DO NOT OPEN WITH REGULAR MAIL."

Identify in lower left hand corner "Park & Landscape Maintenance"

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Questions regarding this Request for Proposal may be directed to Ember Haller, Director of Community Services (Acting), City of Imperial Community Services Department, 420 South Imperial Avenue, Imperial, CA 92251 or via email at ehaller@cityofimperial.org. All questions should be submitted in writing and all prospective consultants will receive copies of the questions and responses.

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An evaluation committee by the City Council will review each proposal. The following evaluation criteria will be used in selecting a consultant:

- a. Experience with similar efforts
- b. Commitment of Senior Staff to the Project
- c. Relevant qualifications of key personnel
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- e. Ability to provide a local presence during the process
- f. Proposed schedule and ability to meet applicable deadlines
- h. Overall responsiveness to this RFP

After reviewing all submissions, the selection team may request to meet with its top candidates. The City of Imperial reserves the right to reject any or all proposals for any reason. Minor irregularities of the proposal may be waived at the discretion of the City.

Please note that the ability of the Consultant to complete the overall project within the anticipated completion period will be considered in the selection process. The lowest cost proposal will not necessarily be selected.

The City anticipates making its final selection on or around January 4, 2017.

This RFP is not intended and should not be construed to commit the City of Imperial to contract with any proposer. All costs incurred in connection with responding to this RFP will be borne by the proposer.

After proposals are opened, all responses and documents submitted in conjunction with this RFP become public documents available for review by the public.

Proposer's Information Form (Required Form)

PROPOSER (please print):

Name: _____

Address: _____

Telephone: _____

Fax: _____

Contact Person Name: _____

Telephone: _____ Email: _____

Proposer, if selected, intends to carry on the business as (check one):

- ☐ Individual
- ☐ Joint Venture
- ☐ Partnership
- ☐ Corporation

Date of Incorporation: _____

In what state? _____

When authorized to do business in California? _____

☐ Other (explain): _____

City of Imperial
Proposal Due Date: December 22, 2016
Award of Contract: January 4, 2017

Park and Landscape Maintenance

BID WORK SHEET (Required Form)

Park and Landscape Maintenance Services

All park sites are to be bid separately. The price shall include all provisions of park maintenance services as specified within the contract made on a per year basis for the term of the three year contract. Your proposal will be evaluated on the total bid for all bid purposes. This contract shall be in effect for a period of two (2) years, with the option to renew for two additional one-year extensions, if agreeable to both parties.

NOTE: BID AMOUNTS MUST BE ENTERED FOR EACH PARK/LANDSCAPE MAINTENANCE AREA. FAILURE TO PROVIDE A BID AMOUNT FOR ANY ITEM WILL BE CONSIDERED NON-RESPONSIVE AND WILL RESULT IN DISQUALIFICATION WITHOUT RECOURSE.

Contractor's Name _____

1. Sky Ranch

\$ _____

- (a) Sky Ranch Park (West Boley Field Drive)
- (b) Woof Town Dog Park
- (c) Aviation Park
- (d) Aten Road Greenbelt
- (e) Sky Ranch West Retention Basin
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- (i) Morning Glory Trail Greenbelt from Flying Cloud Dr. to Aten Rd (west side only)

2) Springfield

\$ _____

- (a) 6 Pocket parks and common area

3) Victoria Ranch

\$ _____

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- (e) De Pauli Greenbelt from Cross Rd. to Cedro

City of Imperial

Proposal Due Date: December 22, 2016

Award of Contract: January 4, 2017

Park and Landscape Maintenance

Contractor's Name _____

4) Paseo del Sol

\$ _____

- (a) Paseo Del Sol park and retention basin
- (b) Aten Road Greenbelt from Clark Road ("P" Street) to east of Puerto Vallarta Avenue
- (c) Clark Road ("P" Street) Greenbelt from Aten Road to Rosarito Drive

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7) Sunset Park

\$ _____

- (a) Landscaping along Fence line

8) Wildflower North

\$ _____

- (a) West side of La Brucherie Road, south side of Aten Road
- (b) Tree line area north side of retention basin

EXPERIENCE STATEMENT (Required Form)

List three (3) recent references where you have performed similar landscape, irrigation and mowing maintenance services within the past three (3) years. You may attach additional sheets as necessary.

WORK HISTORY

Project Location:	
Date of Service:	
Scope of Service:	
Project Owner Name:	
Contact Name, Telephone and Email:	

Project Location:	
Date of Service:	
Scope of Service:	
Project Owner Name:	
Contact Name, Telephone and Email:	

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City of Imperial
 Proposal Due Date: December 22, 2016
 Award of Contract: January 4, 2017

Park and Landscape Maintenance

City of Imperial
Proposal Due Date: December 22, 2016
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Park and Landscape Maintenance

PROPOSER'S SIGNATURE (Required Form)

No proposal will be accepted which has not been signed in ink in the appropriate space below.

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

The undersigned submitter certifies that he/she/it is, at the time of presenting this Proposal, and shall be, throughout the length of the contract, licensed by the State of California to do the type of work required under the terms of the contract documents. Submitter further certifies that he/she/it is skilled and regularly engaged in the general class of work called for in the contract documents.

Printed Name

Signature

Title of Signator

Contractor's License Number

License Expiration Date

City of Imperial
Proposal Due Date: December 22, 2016
Award of Contract: January 4, 2017

Park and Landscape Maintenance

EXHIBIT E
CONSULTANT'S PROPOSAL

EXHIBIT "E"



Request for Proposal

Park and Landscape Maintenance

December 14, 2016

Proposal Due:	December 22, 2016
Award of Contract:	January 4, 2017

City of Imperial
420 South Imperial Avenue
Imperial, CA 92251

Phone: (760) 355-3316
Fax: (760) 355-4718

I. Overview

The City of Imperial, California invites professional firms to submit proposals to provide Park and Landscape Maintenance Services for parks, parkway greenbelts, and retention basins. The required services are outlined in the Scope of Work.

II. Background

The City of Imperial is located in the center of Imperial County in California's southeastern desert region. Incorporated in 1904, the City of Imperial is the oldest city in the county, and it is currently the fastest growing city in the Imperial Valley with an estimated population of 16,708 people according to latest population estimated from the State Department of Finance.

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The City of Imperial is soliciting proposals for the purpose of hiring a qualified landscape maintenance contractor to furnish all labor, materials, tools, equipment, supervision, and transportation required to maintain Parks and Landscape Areas outlined below. All Parks and Landscape Areas shall be maintained in attractive conditions throughout the years.

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- (i) Morning Glory Trail Greenbelt from Flying Cloud Dr. to Aten Rd (west side only)

2. Springfield

- (a) 6 Pocket parks and common area

3. Victoria Ranch

- (a) Victoria Ranch Park (including pedestrian access area)
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- (d) Bernard Greenbelt i from Cross Rd. to Cedro
- (e) De Pauli Greenbelt from Cross Rd. to Cedro

4. Paseo Del Sol

- (a) Paseo Del Sol park and retention basin
- (b) Aten Road Greenbelt from Clark Road ("P" Street) to east of Puerto Vallarta Avenue
- (c) Clark Road ("P" Street) Greenbelt from Aten Road to Rosarito Drive

5. Savanna Ranch

- (a) Savanna Park
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6. Monterrey Park

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7. Sunset Park

- (a) Landscaping along Fence line

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- (a) West side of La Brucherie Road, south side of Aten Road
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Scope of Responsibility

- 1. Plant Material:** The contractor shall provide ten 5-gallon shrubs per month to replace dead plant material where requested by City of Imperial. Additionally, any and all plants that dies or is damaged due to Contractor's negligence shall be replaced at the Contractor's expense, equal in plant size. Replacement shall be made within fifteen (15) days from the date the defective plant is brought to the attention of the contractor.
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Park and Landscape Maintenance Services

All park sites are to be bid separately. The price shall include all provisions of park maintenance services as specified within the contract made on a per year basis for the term of the three year contract. Your proposal will be evaluated on the total bid for all bid purposes. This contract shall be in effect for a period of two (2) years, with the option to renew for two additional one-year extensions, if agreeable to both parties.

NOTE: BID AMOUNTS MUST BE ENTERED FOR EACH PARK/LANDSCAPE MAINTENANCE AREA. FAILURE TO PROVIDE A BID AMOUNT FOR ANY ITEM WILL BE CONSIDERED NON-RESPONSIVE AND WILL RESULT IN DISQUALIFICATION WITHOUT RECOURSE.

Contractor's Name EXECUTIVE LANDSCAPE, INC.

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- (a) Sky Ranch Park (West Boley Field Drive)
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\$ 7050.00 / MO
84600 = annual

2) Springfield

- (a) 6 Pocket parks and common area

\$ 2925.00 / MO
35100 = annual

3) Victoria Ranch

- (a) Victoria Ranch Park (including pedestrian access area)
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31500 = annual

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\$ 3550.00/mo
42600.00 annual

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\$ 3600.00/mo
43200.00 annual

6) Monterrey Park

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- (e) Brewer Road Greenbelt (south side only)

\$ 1800.00/mo
21600.00 annual

7) Sunset Park

- (a) Landscaping along Fence line

\$ 350.00/mo
4200.00 annual

8) Wildflower North

- (a) West side of La Brucherie Road, south side of Aten Road
- (b) Tree line area north side of retention basin

\$ 500.00/mo
6000.00 annual

Monthly Total 22700.00
Annual Total 272400.00

Greenbelt Area. The Contractor shall meet City Staff at each Park and Greenbelt area on a bi-weekly basis for site inspections and coordination.

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Proposer's Information Form (Required Form)

PROPOSER (please print):

Name: EXECUTIVE LANDSCAPE

Address: P.O. Box 1075

FAIRBANK CA 92077

Telephone: (760) 731 9036

Fax: (760) 731-9038

Contact Person Name: TED EARLE

Telephone: 760 535 8360 Email: tearle@executivelandscapeinc.com

Proposer, if selected, intends to carry on the business as (check one):

- ☐ Individual
- ☐ Joint Venture
- ☐ Partnership
- ☒ Corporation

Date of Incorporation: 1994

In what state? CALIFORNIA

When authorized to do business in California? 1994

☐ Other (explain):

City of Imperial

Proposal Due Date: December 22, 2016

Award of Contract: January 4, 2017

Park and Landscape Maintenance

EXPERIENCE STATEMENT (Required Form)

List three (3) recent references where you have performed similar landscape, irrigation and mowing maintenance services within the past three (3) years. You may attach additional sheets as necessary.

WORK HISTORY

message @ 11:48am

Project Location:	CITY OF OCEANSIDE CALIFORNIA (CA) VARIOUS LOCATIONS
Date of Service:	2008- PRESENT
Scope of Service:	WE SERVICE 11 different locations which include streetscape planting and turf and adjacent slopes connected to these areas
Project Owner Name:	City of Oceanside
Contact Name, Telephone and Email:	ROSA JONES 760 435 5176 RAJONES@Cioceanside,CA.US

Left message @ 11:52 am. Andrew is out of office until Jan. 3rd

Project Location:	City of SAN MARCOS CALIFORNIA (MI) Various Locations (10)
Date of Service:	2000 - Present
Scope of Service:	We take care of approximately 10 different areas which include street scenes, slopes, park and medians
Project Owner Name:	City of San Marcos
Contact Name, Telephone and Email:	Andrew Proud (760) 752-7550 x 3309 aproud@san-marcos.net

message @ 11:54 am.

Project Location:	City of Oceanside California - Parks Various Locations (16)
Date of Service:	2011 to Present
Scope of Service:	We take care of 16 different parks which include both Rescue and Bermuda Turf. Smallest park is a single soccer field to the largest is an 8 soccer field complex
Project Owner Name:	City of Oceanside California
Contact Name, Telephone and Email:	Joel Menard (760) 881-0003 JMENARD@CI.Oceanside.CA.US

PROPOSER'S SIGNATURE (Required Form)

No proposal will be accepted which has not been signed in ink in the appropriate space below.

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

The undersigned submitter certifies that he/she/it is, at the time of presenting this Proposal, and shall be, throughout the length of the contract, licensed by the State of California to do the type of work required under the terms of the contract documents. Submitter further certifies that he/she/it is skilled and regularly engaged in the general class of work called for in the contract documents.

TEDEARIE

Printed Name

TEARIE

Signature

President

Title of Signator

680784

Contractor's License Number

11/30/2017

License Expiration Date



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/11/2017

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 Aon Risk Insurance Services West, Inc., Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME:	
	PHONE (N/C No. Ext): (866) 283-7122	FAX (A/C No.): (800) 363-0105
INSURED Executive Landscape, Inc., P.O. Box 1075 Fallbrook CA 92028 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: United Specialty Insurance Company	12537
	INSURER B: Wesco Insurance Company	25011
	INSURER C: American Fire & Casualty Co	24066
INSURER D:		
INSURER E:		
INSURER F:		

Holder Identifier : F

COVERAGES CERTIFICATE NUMBER: 570067514917 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	ADDL INSD	SUBR WVD	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 ☒ PRO-JECT ☐ LOC OTHER:			ATNSF1760751	06/30/2017	06/30/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 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
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ Comp. Ded. \$1000 ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ Coll. Ded. \$1000			BAA (18) 58053348	07/23/2017	06/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION						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	N/A	WWC3289491	06/30/2017	06/30/2018	☒ 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

Certificate No : 570067514917

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: City of Imperial Park and Landscape Maintenance.
City of Imperial, its officers, officials, employees, agents and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of City of Imperial, its elected or appointed officers, agents, officials, employees and volunteers in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies.

CERTIFICATE HOLDER

CANCELLATION

City of Imperial Attn: Debra Jackson 420 South Imperial Avenue Imperial CA 92251 USA	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 <i>Aon Risk Insurance Services West Inc.</i>

**FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT
FOR PARK AND LANDSCAPE MAINTENANCE**

THIS FIRST AMENDMENT is made and entered into this 20 day of September, 2017, by and between the City of Imperial, California, a municipal corporation, ("Agency") and Executive Landscape, Inc. ("Consultant").

WITNESSETH:

WHEREAS, the parties hereto entered an agreement for park and landscape maintenance dated January 4, 2017, ("Agreement"); and

WHEREAS, Exhibit E to the Agreement sets forth locations and fees associated with work to be performed pursuant to the Agreement; and

WHEREAS, the parties wish to amend the Agreement to provide for park and landscape maintenance of additional areas.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. The above referenced recitals are true and correct and are incorporated herein by this reference.
2. Exhibit F is hereby added to the Agreement to identify additional work to be performed pursuant to the Agreement.
3. Section V A. of the Agreement is amended to provide for total compensation not to exceed \$ 5700⁰⁰ / mo.
4. The effective date of this amendment shall be 10/1/2017.
5. Except as specifically set forth herein, the terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed and executed to be effective on the date first above written.

AGENCY:

City of Imperial, California

By

Mayor

CONSULTANT:

Executive Landscape, Inc.

By

Title

ATTEST:

By

Debra Jackson, City Clerk

EXECUTIVE LANDSCAPE INC.
QUOTE - Park and Landscape Maintenance Services

1. Eager Park 1.07 Acres	<u>\$900.00 mo / \$10,800 annual</u>
2. Sunset Park 5.25 Acres Park 3 Softball Fields	<u>\$900.00 mo / \$10,800 annual</u>
3. Evans Park 1.25 Acres Park Baseball Field	<u>\$400.00 mo / \$4,800 annual</u>
4. Freddie White Park 2.07 Acres Park Baseball Field	<u>\$600.00 mo / \$7,200 annual</u>
5. Joshua Park 11.5 Acres Park Baseball Field	<u>\$900.00 mo / \$10,800 annual</u>
6. CA Irving Sports Complex 2.07 Acres 2 Baseball Fields	<u>\$600.00 mo / \$7,200 annual</u>
7. Downtown Imperial Avenue (7 th thru 10 th Streets)	<u>\$500.00 mo / \$6,000 annual</u>
8. City Hall 420 South Imperial Avenue	<u>\$600.00 mo / \$7,200 annual</u>
9. City Public Library 200 W. 9 th Street	<u>\$300.00 mo / \$3,600 annual</u>
TOTAL	\$5,700 MONTH / \$68,400 ANNUAL

Subject: Landscape and Maintenance Quotes
From: Ember Haller (ehaller@cityofimperial.org)
To: keithearle@sbcglobal.net;
Date: Tuesday, March 7, 2017 5:40 PM

Hi Keith,

Below are the following parks and areas we would like a quote for contracting the landscape and maintenance:

- * 900⁰⁰ Eager Park – 10th & G Streets – 2.07 Acres
- * 900⁰⁰ Sunset Park – Park & 3 Softball Fields in Retention Basin – Sunset & Rodeo – 5.25 Acres
- * 400⁰⁰ Evans Park – Park with 1 Baseball Field – 5th & M Streets – 1.25 Acres
- * 600⁰⁰ Freddie White Park – Park with 1 Baseball Field – 4th & F Streets – 2.07 Acres
- * 900⁰⁰ Joshua Park – Park with 1 Baseball Field – Joshua Tree & Morning Glory – 11.5 Acres
- * 800⁰⁰ Joshua Retention Basin – Retention Basis used for Soccer – Joshua Tree & Morning Glory 
- * 600⁰⁰ CA Irving Sports Complex – 2 Baseball Fields – 10th & D Streets – 2.07 Acres
- * 500⁰⁰ Downtown – Imperial Avenue (7th thru 10th Streets)
- * 600⁰⁰ City Hall – 420 South Imperial Aveue
- * 300⁰⁰ City Public Library – 200 W. 9th Street
- * 6500⁰⁰ NO. TOTAL.

I need to confirm with Fabian for all the streetscaping that they do as well in addition to the areas along Aten Road.

PRICE INC. PHE OVERSEED IN WINTER MONTHS.

DATE SUBMITTED 11/25/2019
 SUBMITTED BY City Manager's Office
 DATE ACTION REQUIRED 12/04/2019

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: PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF IMPERIAL AND BOB MURRAY AND ASSOCIATES

1. APPROVAL OF AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF IMPERIAL AND BOB MURRAY & ASSOCIATIONS FOR THE RECRUITMENT OF A NEW CITY MANAGER IN THE AMOUNT OF \$17,500.00.

DEPARTMENT INVOLVED: City Manager's Office

BACKGROUND/SUMMARY:

On October 30, 2019 City Manager Stefan Chatwin announced his acceptance of the City Manager position for the City of Fairfield, CA. At the direction of the City Council, City Staff brings before you an agreement for professional services between the City of Imperial and Bob Murray & Associates. Bob Murray and Associates has a long standing, successful history of professional recruitment for the positions of City Manager and Chief of Police with the City of Imperial. Upon approval of this agreement, the firm will immediately begin their executive search for the City's next City Manager. Attached for your review please find the proposed agreement.

FISCAL IMPACT: NOT TO EXCEED \$24,700.00

Agreement Amount - \$17,500.00

Expense Reimbursement (Not to Exceed) \$7,200.00

***This item is not budgeted for in the 2019-2020 fiscal year municipal budget. Costs will be taken out of City Manager's salary savings during recruitment.

FINANCE
INITIALS _____

STAFF RECOMMENDATION: It is staff's recommendation for the City Council to approve the professional services agreement before you.

DEPT. INITIALS 

MANAGER'S RECOMMENDATION: The City Manager recommends entering into an agreement with Bob Murray & Associates.

CITY
MANAGER'S
INITIALS 

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

EXTENSION AGREEMENT

This Agreement is made on February _____, 2019, between the City of Imperial, a municipal corporation of the State of California, ("Agency") and Executive landscape, Inc., a California corporation ("Consultant").

Witnesseth

WHEREAS, Agency and Consultant entered into a written agreement dated January 4, 2017 ("Agreement"), in which Consultant furnished specified landscaping services to Agency; and

WHEREAS, the term of the Agreement ended on January 31, 2019; and

WHEREAS, Consultant has continued to furnish services under the Agreement from and after January 31, 2019; and

WHEREAS, the Agreement provides for the possibility of two one year extensions provided the extension is on the same terms and condition as set forth in the Agreement; and

WHEREAS, Agency and Consultant wish to extend the Agreement on terms set forth in the Agreement from February 1, 2019 through January 31, 2020.

NOW, THEREFORE, the parties hereto agree as follows:

1. Extension of Term. The term of the Agreement shall be extended so that the term shall end on January 31, 2020.

2. Effectiveness of Agreement. Except as set forth herein, all the provisions of the Agreement shall remain unchanged and in full force and effect.

CITY OF IMPERIAL

EXECUTIVE LANDSCAPE, INC.

By _____
Mayor

By _____

ATTEST:

By _____
City Clerk

PROFESSIONAL SERVICES AGREEMENT

This agreement is made by and between the CITY OF IMPERIAL (the CLIENT), and BOB MURRAY & ASSOCIATES (the CONSULTANT).

- A. Engagement: The CLIENT agrees to engage the CONSULTANT to perform the services described below, the project described as an executive recruitment for a CITY MANAGER (the Search).
- B. Services: The CONSULTANT agrees to perform certain services necessary for the completion of the search, which services shall include the following:
 - a. Develop the Candidate Profile
 - b. Develop Advertising Campaign and Recruitment Brochure
 - c. Recruit Candidates
 - d. Screen Candidates
 - e. Conduct Personal Interviews
 - f. Conduct Public Record Search
 - g. Provide Recommendation
 - h. Assist with Final Interviews
 - i. Conduct Detailed Reference Checks
 - j. Assist with Negotiations
 - k. Provide Complete Administrative Assistance
- C. Relationship: The CONSULTANT is an independent contractor and is not to be considered an agent or employee of the CLIENT.
- D. Compensation: As full compensation for the CONSULTANT's professional services performed hereunder, the CLIENT shall pay the CONSULTANT the fixed amount of \$17,500 (Seventeen Thousand, Five Hundred Dollars). This amount includes four (4) meetings on site at CLIENT's place of business between CLIENT and CONSULTANT. Additional on-site meetings or reference checks will incur additional professional services fees as follows:
 - ✦ Community/Staff Input Forum: \$1,500/day, plus travel expenses
 - ✦ Online survey with analysis of results: \$250
 - ✦ Additional on-site meeting days: \$1,500/day, plus travel expenses
 - ✦ Additional background checks: \$250/candidate
 - ✦ Additional reference checks: \$500/candidate
 - ✦ Other services: \$250/hour or \$1,500/day
- E. Expense Reimbursement: The CONSULTANT shall be entitled to reimbursement for expenses from the CLIENT for consultant travel; advertising; recruitment brochure layout, typeset, and printing; clerical; express mail delivery; printing and binding; background and public records checks; education verification; and credit checks. First class mail postage, photocopying, and telephone charges are allocated costs. Expenses to be reimbursed shall not exceed \$7,200 (Seven Thousand, Two Hundred Dollars) without prior approval of the CLIENT. Documentation of

reimbursable expenses shall be provided upon request of the CLIENT; failure to request documentation prior to receipt of CONSULTANT'S invoice shall not serve as reason to delay payment.

- F. Compensation for Additional Services: In the event the CLIENT elects to require additional services of the CONSULTANT in addition to those described in Paragraph B, the CONSULTANT shall be compensated at an agreed-upon rate.
- G. Should a candidate recommended by our firm position resign or be terminated within the first 12 months of employment, we will provide the CITY OF IMPERIAL with professional services to secure a replacement. Services will be provided at no cost, aside from expenses incurred on the CITY OF IMPERIAL's behalf during the new search. We are confident in our ability to recruit outstanding candidates and do not expect the city to find it necessary to exercise this provision of our proposal.
- H. Method of Payment: The CLIENT shall be billed monthly by the CONSULTANT for the professional services completed as of that date. Expenses shall be billed and due at the same time. Invoices shall be submitted to the following individual or department in the CLIENT organization:

Invoicing/Billing Contact:

Adriana Zamudio - Human Resources

420 S Imperial Avenue

Imperial, CA 92251

- I. Term: The term of this agreement shall commence on NOVEMBER 22, 2019, at which time CONSULTANT shall begin work on the Search and shall continue until the Search is completed. Completion of work is defined as the CLIENT'S offer being accepted by the selected candidate.
- J. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days' prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the CONSULTANT shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.
- K. Indemnity: Except for loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, caused solely by the negligence of the CLIENT, its Council, boards, commissions, officers and employees, CONSULTANT shall indemnify, defend and hold harmless the CLIENT, its Council, boards and commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's

fees, regardless of the merits or outcome of any such claim or suit arising from or in any manner connected to CONSULTANT's negligent act or omission regarding performance of services or work conducted or performed pursuant to this Agreement.

L. Miscellaneous:

- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b. Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the CONSULTANT without the prior written consent of the CLIENT.
- c. This agreement shall be modified only by written agreement duly executed by the CLIENT and the CONSULTANT.
- d. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- e. This agreement shall be governed by and construed in accordance with the laws of the State of California.
- f. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Wherefore, the parties have entered into this agreement as of the later of the dates stated below.

Approved:

Dated: _____, 2019

BOB MURRAY & ASSOCIATES

By: _____

Gary Phillips

Title: Executive Vice President

1544 Eureka Road, Suite 280

Roseville, CA 95661

Dated: _____, 2019

CITY OF IMPERIAL

By: _____

Title: City Manager

DATE SUBMITTED November 21, 2019
 SUBMITTED BY City Manager's Office
 DATE ACTION REQUIRED December 4, 2019

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: RANGE RECLASSIFICATIONS WITHIN MSPC COLLECTIVE BARGAINING UNIT.**

1. APPROVAL OF RECLASSIFICATION OF THE HUMAN RESOURCES ANALYST RANGE 78 TO THE NEW CLASSIFICATION OF HUMAN RESOURCES MANAGER RANGE 98
2. APPROVAL OF RECLASSIFICATION OF THE MANAGEMENT ANALYST RANGE 80 TO THE NEW CLASSIFICATION OF ASSISTANT CITY MANAGER RANGE 101 AND NEW DRAFT JOB DESCRIPTION
3. APPROVAL OF RECLASSIFICATION OF THE FINANCE DIRECTOR RANGE 101 TO THE NEW CLASSIFICATION OF ADMINISTRATIVE SERVICES DIRECTOR RANGE 102

DEPARTMENT INVOLVED: **CITY MANAGER'S OFFICE**

BACKGROUND/SUMMARY:

With these reclassifications, the Human Resources Manager will report to the Administrative Services Director. The Assistant City Manager will report to the City Manager and will maintain direct supervision of Community Services and Parks Department. The Administrative Services Director will report directly to the City Manager and will have direct oversight of the Finance and Human Resources functions.

FISCAL IMPACT: Total of \$29,650.40 (\$16,834.36 GF / \$12,816.04 Enterprise)

F.O. INITIALS 

Human Resources Manager - \$11,804 (\$7,082.40 GF / \$4,721.60 Enterprise)
 Assistant City Manager - \$13,052 (\$7,831.20 GF / \$5,220.80 Enterprise)
 Administrative Services Director - \$4,794.40 (\$1,917.76 GF / \$2,876.64 Enterprise)

STAFF RECOMMENDATION:

MANAGER'S RECOMMENDATION:

It is my recommendation to approve the above reclassifications.

MANAGER'S INITIALS 

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()
 DISAPPROVED ()

REJECTED ()
 DEFERRED ()

REFERRED TO:

CITY OF IMPERIAL
MSPC SALARY SCHEDULE
FISCAL YEAR 2019 - 2020

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	10 YR STEP 8
69	21.49	22.56	23.69	24.87	26.12	27.42	27.99	29.39
70	22.02	23.12	24.28	25.49	26.77	28.11	29.51	30.99
71	22.57	23.70	24.89	26.13	27.44	28.81	30.25	31.76
72	23.14	24.29	25.51	26.78	28.12	29.53	31.01	32.56
73	23.72	24.90	26.15	27.45	28.83	30.27	31.78	33.37
74	24.31	25.52	26.80	28.14	29.55	31.02	32.58	34.21
75	24.92	26.16	27.47	28.84	30.29	31.80	33.39	35.06
76	25.54	26.82	28.16	29.57	31.04	32.60	34.23	35.94
77	26.18	27.49	28.86	30.30	31.82	33.41	35.08	36.84
78	26.83	28.17	29.58	31.06	32.62	34.25	35.96	37.76
79	27.50	28.88	30.32	31.84	33.43	35.10	36.86	38.70
80	28.19	29.60	31.08	32.63	34.27	35.98	37.78	39.67
81	28.90	30.34	31.86	33.45	35.12	36.88	38.72	40.66
82	29.62	31.10	32.65	34.29	36.00	37.80	39.69	41.68
83	30.36	31.88	33.47	35.14	36.90	38.75	40.68	42.72
84	31.12	32.67	34.31	36.02	37.82	39.71	41.70	43.79
85	31.90	33.49	35.16	36.92	38.77	40.71	42.74	44.88
86	32.69	34.33	36.04	37.85	39.74	41.73	43.81	46.00
87	33.51	35.19	36.94	38.79	40.73	42.77	44.91	47.15
88	34.35	36.07	37.87	39.76	41.75	43.84	46.03	48.33
89	35.21	36.97	38.82	40.76	42.79	44.93	47.18	49.54
90	36.09	37.89	39.79	41.77	43.86	46.06	48.36	50.78
91	36.99	38.84	40.78	42.82	44.96	47.21	49.57	52.05
92	37.91	39.81	41.80	43.89	46.08	48.39	50.81	53.35
93	38.86	40.80	42.84	44.99	47.24	49.60	52.08	54.68
94	39.83	41.82	43.92	46.11	48.42	50.84	53.38	56.05
95	40.83	42.87	45.01	47.26	49.63	52.11	54.71	57.45
96	41.85	43.94	46.14	48.45	50.87	53.41	56.08	58.89
97	42.90	45.04	47.29	49.66	52.14	54.75	57.48	60.36
98	43.97	46.17	48.47	50.90	53.44	56.12	58.92	61.87
99	45.07	47.32	49.69	52.17	54.78	57.52	60.39	63.41
100	46.19	48.50	50.93	53.48	56.15	58.96	61.90	65.00
101	47.35	49.72	52.20	54.81	57.55	60.43	63.45	66.62
102	48.53	50.96	53.51	56.18	58.99	61.94	65.04	68.29

POSITION

RANGE

Accounting Technician	69
Engineer Technician / Inspector	74
Recreation Coordinator	75
Library Supervisor	77
Park Supervisor	77
Administrative Analyst	78
Human Resources Analyst	78
Building Inspector	80
Management Analyst	80
Library Administrator	81
Planner	84
Public Services Foreman	85
Wastewater Plant Chief Operator	85
Water Plant Chief Operator	85
Electrician Supervisor	90
Human Resources Director	96
Finance Manager	98
Police Captain	98
Project Manager	98
Public Services Manager	98
Community Services Director	101
Finance Director	101
Community Development Director	102
Public Services Director	102

2.9% COLA

Council Action on June 19, 2019

Implementation as of 1st payday July 2019

Position Updates on 10/02/19

ASSISTANT CITY MANAGER JOB DESCRIPTION

JOB DESCRIPTION

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this position. Other duties may be required, assigned, and expected commensurate with the administrative needs of a newly incorporated city.

GENERAL PURPOSE

The principal function of an employee in this class is to oversee and guide, as assigned, the activities of various Departments, Divisions and special projects to ensure they are in concert with the policies and goals of the City Manager and City Council; provide administrative guidance, as assigned, to departments to ensure the City's goals and objectives are achieved in a timely and professional manner; provide the City Manager and City Council with accurate and timely information to support decision-making and policy direction; serve as an agency of the City Manager in conflict and dispute resolution; assist in the overall daily administration, decision-making and policy direction guidance with the City Council and staff; recommend organizational enhancements and restructuring as necessary.

This position provides effective, professional leadership, positioning the City to meet the community's current and future needs through appropriate technologies and services. The work is performed under the direct supervision of the City Manager. The principal duties of the position are performed in a general office environment.

ESSENTIAL DUTIES:

Essential Duties are not intended to be an exhaustive list of all responsibilities, duties and skills. They are intended to be accurate summaries of what the job classification involves and what is required to perform it. Employees are responsible for all other duties as assigned.

- Provide support directly to the City Manager by serving as a liaison on major projects; managing oversight of various departments and other divisions as assigned; supervising and directing staff; expediting resolution of certain matters in the City Manager's Office and providing special research and support to the City Manager.
- Represent the City and the City Manager to management staff, elected officials, and outside agencies; create, present and explain City programs, policies, and activities; and negotiate and resolve sensitive, significant, and controversial issues.
- Meet with management staff to identify and resolve problems; assign projects and programmatic areas of responsibility; and review and evaluate work methods and procedures.
- Identify complex policy issues and work with departmental executive staff to create, present and implement comprehensive solutions with approval of City Manager and City Council.
- Proactively monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; assess and monitor workload administrative and support systems, and internal reporting relationships; identify opportunities for improvement; and direct the implementation of changes.

- Participate in and contribute to the development and administration of the annual City budget; direct the forecast of funds needed for staffing, equipment, materials, and supplies; direct and approve expenditures of assigned departments; and direct the preparation and implementation of budgetary adjustments as necessary.
- Provide or coordinate staff support to a variety of boards and commissions; serve on intergovernmental and citizen committees; attend and participates in professional group meetings; and stay abreast of new trends and innovations in the fields of public relations and public administration.
- Attend City Council meetings and represent the City Manager as needed.
- Interpret and ensure City Manager and City Council policies are understood and achieved.
- Meet with City Manager and other CMO staff to discuss issues and objectives, to determine strategies and approaches, and to brief on current activities and challenges.
- Meet with Department Directors to discuss programs or inquiries, answer questions, address challenges and resolve issues which may arise in the course of daily business, including budget, personnel, customer service and intradepartmental issues.
- Resolve or participate in resolving customer complaints.
- Represent the City Manager's Office in various meetings, assisting with input and guidance to achieve an outcome that is beneficial to the greater good of the organization, community and citizenry.
- Promote an effective, responsive and value-based organizational culture.
- Maintain regular contact with and keep the City Manager apprised of situations and issues.
- Interact with Boards and Commissions, outside governmental agencies and non-profits, constituent representative groups and other citizen groups relative to goals, actions and activities of the City.
- Develop and/or assist in the implementation of new programs or enhancements to existing programs, and in operational analysis and recommendations for organizational structure.
- When assigned, directly supervise department heads and staff, establishing goals, objectives and performance targets; preparing and administering reviews of individual and department performance.
- Actively participate in the development of the City's strategic plan and strategies to achieve stated goals.
- Act as key staff liaison with City Attorney's office for departmental service requests as well as in negotiations of development agreements.
- Actively take part in the advancement and promotion of an organization that is here to support and meet the needs of the customer, both internally and externally.

- Perform the duties of City Manager, as assigned, during City Manager's absence.
- Perform all work duties and activities in accordance with City policies and procedures.
- Work in a safe manner and report unsafe activity and conditions.
- Other duties as assigned.

MINIMUM QUALIFICATIONS

The position requires a sufficient combination of education and experience. It is preferred that the candidate possess a Bachelor's Degree from an accredited college or university with major coursework in Public Administration, Business Administration or a related field and at least five (5) years of increasingly responsible professional experience in municipal government or public sector management. Experience in administrative or supervisory responsibilities at the senior managerial or executive leadership level is also preferred. Candidate should have a proven record as an innovative leader, possessing excellent communication and presentation skills, with the ability to establish and maintain effective working relationships with internal and external customers. Strong commitment to public service. Demonstrated history of identifying and responding to community and City Council issues, concerns, and needs. High level of emotional intelligence. Advanced leadership and management skills and a proven ability of leading teams of executive, managerial, and professional staff. Experience in or strong exposure to the areas of development, planning, economic development, community services code compliance, building, zoning, development agreement negotiations and special projects. Strong project management skills.

DATE SUBMITTED

November 21, 2019

SUBMITTED BY

City Manager's Office

DATE ACTION REQUIRED

December 4, 2019

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: CONSIDERATION OF RECLASSIFICATION OF DIRECTOR OF INFORMATION TECHNOLOGY FROM CONTRACT EMPLOYEE TO MSPC COLLECTIVE BARGAINING UNIT.

1. APPROVAL OF RECLASSIFICATION OF THE DIRECTOR OF INFORMATION TECHNOLOGY FROM CONTRACT EMPLOYEE TO RANGE 102

DEPARTMENT INVOLVED: **CITY MANAGER'S OFFICE**

BACKGROUND/SUMMARY:

The Director of Information Technology has requested consideration to be reclassified from Contract Employee Status to the MSPC Collective Bargaining Unit.

FISCAL IMPACT:

F.O. INITIALS 

Total of \$1,154.40 (\$461.76 GF / \$692.64 Enterprise)

STAFF RECOMMENDATION:

MANAGER'S RECOMMENDATION:

MANAGER'S INITIALS 

It is my recommendation to approve the above reclassifications.

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

**CITY OF IMPERIAL
MSPC SALARY SCHEDULE
FISCAL YEAR 2019 - 2020**

<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>10 YR STEP 8</u>
69	21.49	22.56	23.69	24.87	26.12	27.42	27.99	29.39
70	22.02	23.12	24.28	25.49	26.77	28.11	29.51	30.99
71	22.57	23.70	24.89	26.13	27.44	28.81	30.25	31.76
72	23.14	24.29	25.51	26.78	28.12	29.53	31.01	32.56
73	23.72	24.90	26.15	27.45	28.83	30.27	31.78	33.37
74	24.31	25.52	26.80	28.14	29.55	31.02	32.58	34.21
75	24.92	26.16	27.47	28.84	30.29	31.80	33.39	35.06
76	25.54	26.82	28.16	29.57	31.04	32.60	34.23	35.94
77	26.18	27.49	28.86	30.30	31.82	33.41	35.08	36.84
78	26.83	28.17	29.58	31.06	32.62	34.25	35.96	37.76
79	27.50	28.88	30.32	31.84	33.43	35.10	36.86	38.70
80	28.19	29.60	31.08	32.63	34.27	35.98	37.78	39.67
81	28.90	30.34	31.86	33.45	35.12	36.88	38.72	40.66
82	29.62	31.10	32.65	34.29	36.00	37.80	39.69	41.68
83	30.36	31.88	33.47	35.14	36.90	38.75	40.68	42.72
84	31.12	32.67	34.31	36.02	37.82	39.71	41.70	43.79
85	31.90	33.49	35.16	36.92	38.77	40.71	42.74	44.88
86	32.69	34.33	36.04	37.85	39.74	41.73	43.81	46.00
87	33.51	35.19	36.94	38.79	40.73	42.77	44.91	47.15
88	34.35	36.07	37.87	39.76	41.75	43.84	46.03	48.33
89	35.21	36.97	38.82	40.76	42.79	44.93	47.18	49.54
90	36.09	37.89	39.79	41.77	43.86	46.06	48.36	50.78
91	36.99	38.84	40.78	42.82	44.96	47.21	49.57	52.05
92	37.91	39.81	41.80	43.89	46.08	48.39	50.81	53.35
93	38.86	40.80	42.84	44.99	47.24	49.60	52.08	54.68
94	39.83	41.82	43.92	46.11	48.42	50.84	53.38	56.05
95	40.83	42.87	45.01	47.26	49.63	52.11	54.71	57.45
96	41.85	43.94	46.14	48.45	50.87	53.41	56.08	58.89
97	42.90	45.04	47.29	49.66	52.14	54.75	57.48	60.36
98	43.97	46.17	48.47	50.90	53.44	56.12	58.92	61.87
99	45.07	47.32	49.69	52.17	54.78	57.52	60.39	63.41
100	46.19	48.50	50.93	53.48	56.15	58.96	61.90	65.00
101	47.35	49.72	52.20	54.81	57.55	60.43	63.45	66.62
102	48.53	50.96	53.51	56.18	58.99	61.94	65.04	68.29

POSITION

RANGE

Accounting Technician	69
Engineer Technician / Inspector	74
Recreation Coordinator	75
Library Supervisor	77
Park Supervisor	77
Administrative Analyst	78
Human Resources Analyst	78
Building Inspector	80
Management Analyst	80
Library Administrator	81
Planner	84
Public Services Foreman	85
Wastewater Plant Chief Operator	85
Water Plant Chief Operator	85
Electrician Supervisor	90
Human Resources Director	96
Finance Manager	98
Police Captain	98
Project Manager	98
Public Services Manager	98
Community Services Director	101
Finance Director	101
Community Development Director	102
Public Services Director	102

2.9% COLA

Council Action on June 19, 2019

Implementation as of 1st payday July 2019

Position Updates on 10/02/19

CITY OF IMPERIAL

JOB DESCRIPTION

INFORMATION TECHNOLOGY DIRECTOR (CONTRACT)

DEFINITION:

Under the direction of the City Manager, plan, organize, control and direct information technology operations, services and activities for the City of Imperial information technology department; coordinate and manage the design, programming, implementation and operation of hardware, software, network systems and applications; direct and participate in the installation, maintenance, troubleshooting, diagnosis and repair of computer hardware, software, peripherals and network systems; supervise and evaluate the performance of assigned personnel.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Plan, organize, control and direct information technology operations, services and activities; coordinate and direct the development and implementation of organization-wide technology plans; analyze and modify activities in response to organizational technology needs and requirements; coordinate services to meet organizational needs, quality standards and timelines.
- Coordinate and direct the design, programming, implementation and operation of hardware, software, network systems and applications; manage technology projects including new applications and system upgrades; direct activities to ensure proper maintenance of databases and operational integrity of organization-wide computer systems.
- Direct and participate in the installation, maintenance, troubleshooting, diagnosis and repair of computer hardware, software, peripherals and network systems; troubleshoot and diagnose complex technical problems and ensure timely repair.
- Supervise and evaluate the performance of assigned staff; interview and select employees and recommend transfers, reassignment, termination and disciplinary actions; ensure employee understanding of established Department policies and procedures; assign employee duties and review work for accuracy, completeness and compliance with established standards and requirements.
- Provide technical expertise, information and assistance to various administrators regarding organizational computer systems, networks and applications; assist in the formulation and development of policies, procedures and programs; recommend organization-wide standards for hardware, software and network systems.
- Provide consultation services to various departments by evaluating computer system alternatives and conducting project planning to meet the special needs of individual department functions, programs and data requirements; analyze the impact and effectiveness of system upgrades.
- Coordinate communications and information between personnel and various outside agencies to ensure proper and efficient acquisition, installation, integration, operation and maintenance of organizational computer systems.
- Develop and prepare the annual preliminary budget for the Department; analyze and review budgetary and financial data; control and authorize expenditures in accordance with established limitations.
- Provide continuous enhancement, application, monitoring and security of network systems and servers; evaluate existing and new technologies for compatibility and potential implementation in the organization.
- Coordinate, develop and implement plans to ensure network availability, web server operations and proper infrastructure to support internet and intranet web projects and meet site availability and performance objectives.
- Operate various office equipment and computer systems, mainframes and peripherals; drive a vehicle to conduct work.

- Communicate with other administrators, personnel and outside organizations to coordinate activities and programs, resolve issues and conflicts and exchange information.
- Direct and participate in the preparation and maintenance of a variety of narrative and statistical reports, records and files related to personnel, financial activity and assigned duties.
- Coordinate and manage the development and maintenance of organizational web sites as required; develop and implement project plans to expand web-based applications of various departments.
- Attend and conduct a variety of meetings as assigned; prepare and deliver oral presentations to administrators, officials and others concerning organizational technology needs, problems and system development.

OTHER DUTIES:

- Perform related duties as assigned.

REQUIRED QUALIFICATIONS:

Education and Experience:

- Any combination equivalent to: Bachelor's degree in computer science or related field and five (5) years increasingly responsible experience in computer system analysis, programming, operation, maintenance and repairs including two (2) years in a supervisory capacity.

Licenses and other Requirements:

- Valid California Class C driver's license.

Knowledge of:

- Planning, organization and direction of information technology operations, services and activities.
- Installation, configuration, operation, maintenance and repair of computer hardware, software and network systems.
- Computer hardware systems, software applications and languages utilized by the organization.
- Principles, methods and procedures of operating computers, network systems and peripheral equipment.
- Policies and objectives of assigned program and activities.
- Database structures, on-line applications and system capabilities of organizational computer systems.
- Principles and techniques of structured programming in designated languages.
- Personal computers and operating systems.
- Principles of data management, organization and flow.
- Organizational operations, policies and objectives.
- Budget preparation and control.
- Principles and practices of administration, supervision and training.
- Applicable laws, codes, regulations, policies and procedures.
- Proper methods of storing equipment, materials and supplies.
- Interpersonal skills using tact, patience and courtesy.
- Technical aspects of field of specialty.

Ability to:

- Coordinate and manage the design, programming, implementation and operation of hardware, software, network systems and applications.
- Direct and participate in the installation, maintenance, troubleshooting, diagnosis and repair of computer hardware, software, peripherals and network systems.
- Supervise and evaluate the performance of assigned personnel.
- Provide consultation services to various departments.
- Utilize a variety of computer applications and operating systems.

- Troubleshoot and diagnose complex technical problems and ensure timely repair.
- Communicate effectively both orally and in writing.
- Interpret, apply and explain rules, regulations, policies and procedures.
- Establish and maintain cooperative and effective working relationships with others.
- Prepare and deliver oral presentations.
- Analyze situations accurately and adopt an effective course of action.
- Meet schedules and timelines.
- Work independently with little direction.
- Plan and organize work.
- Prepare comprehensive narrative and statistical reports.
- Direct the maintenance of a variety of reports, records and files related to assigned activities.

WORKING CONDITIONS:

Work Environment:

- Office environment.
- Driving a vehicle to conduct work.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Hearing and speaking to exchange information and make presentations.
- Dexterity of hands and fingers to operate a computer keyboard.
- Sitting for extended periods of time.
- Seeing to read a variety of materials.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed.

Agenda Item No. E-6

DATE SUBMITTED 11/25/19
SUBMITTED BY Haller
DATE ACTION REQUIRED 12/04/2019

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

**IMPERIAL CITY COUNCIL
AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: COMMUNITY SERVICES DEPARTMENT STAFFING
1. AUTHORIZATION TO CREATE ADMINISTRATIVE ASSISTANT
POSITION WITHIN THE COMMUNITY SERVICES DEPARTMENT

DEPARTMENT INVOLVED: COMMUNITY SERVICES DEPARTMENT

BACKGROUND/SUMMARY:

Under the supervision of the Community Services Director, the Administrative Assistant will provide support services for the Department of Community Services which include Parks, Public Library and Recreation. Stationed at the library front counter, the Administrative Assistant will be responsible for customer service and account receivables.

Please see attached documentation for full job description.

FISCAL IMPACT:

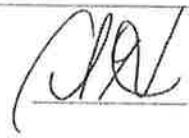
\$34,320.00 - \$48,297.60 Annual Salary

This position is FLSA Non-Exempt MISC Employee placed at a range 60 on the Teamsters Local Union 542 Salary Schedule.

FINANCE
INITIALS _____

STAFF RECOMMENDATION:

The department recommends the Council to authorize the creation of Administrative Assistant position within the Community Services Department.

DEPT. INITIALS 

MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS 

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ☐

DISAPPROVED ☐

REFERRED TO:

REJECTED ☐

DEFERRED ☐

COMMUNITY SERVICES

City Manager

Director

Administrative
Assistant

Library
Technician

Parks
Superintendent

Recreation
Specialist

Rec Leaders
(Part-Time
Temporary)

Lifeguards
(Part-Time
Temporary)

Library
Assistant (4)
(Part-Time)

GMW I/II (3)

Landscape
Contractor

Literacy
Specialist
(Limited Term)

Volunteers



CITY OF IMPERIAL (CA)
invites applications for the position of:

ADMINISTRATIVE ASSISTANT

SALARY: \$16.50 - \$23.22 Hourly
\$1,320.00 - \$1,857.60 Biweekly
\$2,860.00 - \$4,024.80 Monthly
\$34,320.00 - \$48,297.60 Annually

OPENING DATE: 02/07/19

CLOSING DATE: 02/15/19 05:00 PM

CAREER DESCRIPTION:

Under the supervision of the Community Services Director, provides a variety of journey level secretarial and administrative office support work to the Community Services Department.

DUTIES:

Essential Duties and Responsibilities:

The following are representative of duties and responsibilities of the position but are not intended to be all encompassing:

- Provides customer service for walk-in traffic to Imperial Public Library/Community Services Office by directing customers to appropriate divisions or providing requested information in a courteous, respectful and professional manner;
- Answers all incoming telephone calls to Community Services' Office in a courteous, respectful and professional manner;
- Prepares letters, memoranda and other correspondence as necessary;
- Assists Finance Department by providing cashier services entering the daily cash receipts into the accounting system;
- Assists in the preparation/distribution of notices, fliers and posters for various events and activities within the City of Imperial;
- Scheduling and maintaining a calendar of appointments and meetings for Community Services Department;
- Make Reservations for City Facilities;
- Assist Management in preparation of reports by researching and compiling necessary material;
- Independently maintain an efficient filing system;
- May be required to assist other departments in clerical capacity on an as needed basis;
- Maintain Community Services Department inventory of supplies;
- Creates requisitions for purchases;
- Performs other duties as assigned;

QUALIFICATIONS:

Minimum Qualifications:

- High School Diploma or GED;

- Two (2) Years of successful experience in an administrative support role.

Knowledge of:

- General practices of customer service;
- Interpersonal skills using tact, patience and courtesy;
- Research techniques and procedures and methods for reports;
- Customer billing and collection activities;
- Basic record-keeping and filing techniques;
- Correct English usage, grammar, spelling, punctuation and vocabulary;
- Modern office practices, procedures and equipment;
- Bilingual (English/Spanish) Desired.

Ability to:

- Learn department or program objectives, policies, procedures and goals;
- Type or input data at an acceptable rate of speed;
- Operate standard office equipment including computer and assigned software;
- Understand and follow oral and written directions;
- Maintain Confidentiality;
- Establish and maintain cooperative and effective working relationships with others;
- Communicate effectively both orally and in writing;
- Complete work with many interruptions;
- Receive, sort and distribute mail.

ADDITIONAL INFORMATION:

WORKING CONDITIONS:

Work Environment:

- Indoor/Office environment.
- Fast-paced environment with changing priorities.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Dexterity of hands and fingers to operate a computer keyboard;
- Hearing and speaking to exchange information in person and on the telephone;
- Sitting or standing for extended periods of time;
- Seeing to read a variety of materials;
- Bending at the waist, kneeling or crouching to file materials;
- Lifting, Pushing, or Pulling up to 15-20 lbs.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed.

Agenda Item No. E-7

DATE SUBMITTED 11/25/19
 SUBMITTED BY HALLER
 DATE ACTION REQUIRED 12/04/19

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

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IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: **DISCUSSION/ACTION: RECLASSIFICATION OF LIBRARY SUPERVISOR TO LIBRARY TECHNICIAN**

1. AUTHORIZATION TO RECLASSIFY LIBRARY SUPERVISOR TO LIBRARY TECHNICIAN

DEPARTMENT INVOLVED: COMMUNITY SERVICES

BACKGROUND/SUMMARY:

The Library Supervisor position has been officially vacant since September 21, 2019. As of October, the Community Services Offices has moved into the Library building. Staff has evaluated the services required to efficiently and cost-effectively operate within the department. It is recommended to reclassify the Library Supervisor position to Library Technician.

Library Technician is placed at a range 57 on the Teamsters Local Union 542 Salary Schedule.

FISCAL IMPACT:

Cost savings from \$19, 947.20 to \$28,080.00 to the General Fund.

FINANCE
INITIALS _____

STAFF RECOMMENDATION: It is the department's recommendation to authorize the reclassification of Library Supervisor to Library Technician.

DEPT. INITIALS *[Handwritten signature]*

MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS *[Handwritten signature]*

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

APPROVED () REJECTED ()
 DISAPPROVED () DEFERRED ()
 REFERRED TO:

COMMUNITY SERVICES

City Manager

Director

Library Supervisor
reclassify to
Technician

Parks
Superintendent

Recreation
Specialist

Rec Leaders
(Part-Time
Temporary)

Lifeguards
(Part-Time
Temporary)

Library Assistant
(4) (Part-Time)

GMW I/II (3)

Landscape
Contractor

Literacy Specialist
(Limited Term)

Volunteers



CITY OF IMPERIAL (CA)
Revision Date: Nov 25, 2019

LIBRARY TECHNICIAN

Class Code:
2440

SALARY RANGE

\$15.85 - \$22.30 Hourly
\$1,268.00 - \$1,784.00 Biweekly
\$2,747.33 - \$3,865.33 Monthly
\$32,968.00 - \$46,384.00 Annually

CLASSIFICATION DESCRIPTION:**DEFINITION:**

Under the direction of the assigned Administrator or Director, perform a variety of technical library duties in the acquisition, circulation, maintenance and distribution of books and library materials; process and classify books and library materials according to library standard systems; create barcodes and spine labels; maintain library database and add new materials to assigned database; assist patrons in the selection, location and use of library materials and equipment.

DUTIES:

- Perform a variety of technical library activities involved in the circulation, maintenance and distribution of library materials in an assigned library; process books; check in and out books and other library materials such as periodicals using an assigned computerized system.
- Process and classify books and library materials according to library standard systems; create barcodes and spine labels with call numbers; verify necessary information and assign proper codes; edit information according to proper formats for required labels or files.
- Assist in performing library activities involved in the circulation, maintenance and distribution of library materials in an assigned library; check in and out books and other library materials such as periodicals using an assigned computerized system.
- Circulate and scan library books and materials; maintain and shelve returned books and materials; inspect materials for damage; discard damaged books, magazines and library materials; perform minor repairs to damaged books and library materials; stamp and tag books; laminate and cover library books and materials; catalog, collect and process library donations; lift, move, carry, pack and unpack library equipment and materials.
- Assist patrons in library book/materials selection, location and use of library books and materials; assist patrons with library equipment and accessing public catalogs; respond to and confer with patrons concerning library needs and concerns.
- Provide information concerning library reference materials and their use; enforce library policies; assist patrons in the use of library equipment such as computers; provide training to assigned personnel in appropriate cataloging procedures.
- Receive requests and place holds for reserve materials from patrons; prepare reserve materials; research information and provide reference services as assigned; refer patrons to other libraries and outside resources as appropriate; order and return books from local libraries.

- Calculate, record and collect fines, billings and late fees as required; count, balance and reconcile monies; monitor cash box; contact patrons concerning overdue materials.
- Initiate, plan and conduct various library programs for patrons as assigned; provide recommendations concerning the selection of library materials.
- Perform a variety of clerical duties related to assigned activities such as compiling information, data entry, duplicating forms, letters, lists and labels; create displays; process a variety of forms and application.
- Prepare and maintain a variety of records, logs, reports and files related to library material information, collections, usage, loans, patrons and circulation; verify accuracy of various reports, lists and files; prepare reports of overdue materials and fines to be sent to patrons.
- Answer telephones; send and receive emails; greet and assist visitors; answer questions and provide information concerning library materials, policies and programs; refer calls to appropriate person or department as necessary.
- Communicate with patrons, personnel and outside agencies to exchange information, coordinate library activities and resolve issues or concerns.
- Operate standard office equipment including a computer, library equipment and assigned integrated library software.
- Input a variety of data into an assigned computer system including updating customer records; initiate queries and manipulate data; maintain library database and add new materials to assigned database; ensure accuracy and completeness of input and output data.
- Assist with special events and new library programs; conduct library tours and orientations.
- Maintain a clean, quiet and orderly library environment; replenish supplies.
- Perform related duties as assigned.

QUALIFICATIONS:Education and Experience:

- Any combination equivalent to: Graduation from high school or equivalent GED and two (2) years library experience.

Licenses and other Requirements:

- Valid Library Certificate.

ADDITIONAL INFORMATION:Knowledge of:

- Library practices, procedures, reference materials, resources and terminology.
- Data entry and retrieval techniques.
- Library cataloging and classification.
- Filing, indexing and inventory procedures.
- Methods and equipment used in processing library materials.
- Modern office practices, procedures and equipment.
- Telephone and customer service techniques and etiquette.
- Record-keeping and filing techniques.
- Correct English usage, grammar, spelling, punctuation and vocabulary.
- Applicable research methods.
- Interpersonal skills using tact, patience and courtesy.

Ability to:

- Perform a variety of technical library duties in the selection, acquisition, circulation, maintenance and distribution of books and instructional materials.
- Assist patrons in the selection, location and use of library materials and equipment.
- Check books and materials in and out of the library.
- Maintain library in a neat and orderly condition.
- Maintain records, logs and files.
- Answer telephones and greet the public courteously.
- Operate standard office equipment including a computer and assigned integrated library software.
- Perform clerical duties such as filing and duplicating materials.
- Input data accurately at an acceptable rate of speed.
- Interpret, apply and explain rules, regulations, policies and procedures.
- Process and shelve library materials.
- Communicate effectively both orally and in writing.
- Establish and maintain cooperative and effective working relationships with others.
- Understand and follow oral and written instructions.
- Perform arithmetic calculations.

OTHER REQUIREMENTS:WORKING CONDITIONS:Work Environment:

- Indoor/Library environment.
- Fast-paced environment with changing priorities.
- Variable hours including evenings or weekends.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Dexterity of hands and fingers to operate a computer keyboard.
- Seeing to read a variety of materials.
- Hearing and speaking to exchange information.
- Sitting or standing for extended periods of time.
- Lifting, carrying, pushing and pulling moderately objects as assigned by the position.
- Bending at the waist, kneeling or crouching to shelve and retrieve library materials.
- Reaching overhead, above the shoulders and horizontally.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed.

Class Title: LIBRARY SUPERVISOR**Bargaining Unit:** Unrepresented Group**Class Code:** 2440

Salary: \$25.44 - \$35.80 Hourly
 \$2,035.20 - \$2,864.00 Biweekly
 \$4,409.60 - \$6,205.33 Monthly
 \$52,915.20 - \$74,464.00 Annually

Classification Description	Benefits
Under the general direction of the Community Services Director, plan, organize and supervise the day- to-day operations and activities of the Library Division within the Community Services Department; coordinate and supervise personnel, resources and communications to meet library needs and ensure smooth and efficient library operations; manage financial operations and provide accurate reports.	
Duties: • Responsible for the daily operation of the Library including maintenance and circulation of all library materials, card catalog and computer catalog; monitor equipment and material needs; coordinate selection, acquisition and processing. • Supervise library activities by scheduling, coordinating, implementing, administering and evaluating the workflow and scheduling ensuring consistent levels of service. • Oversee the safety, security and maintenance of the library. • Provide communication and enforcement of library policies; assist in difficult service interactions; resolve problems and patron complaints. • Supervise and train staff to ensure smooth operations following established procedures. • Manage collection activities related to overdue, lost or damaged library materials. • Manage expenditures and ensure expenditures fall within designated allocation limits. • Deposit incoming funds; submit invoices and purchase requisitions for payment. • Operate standard office equipment including a computer and assigned software; oversee the operation of the library's automated systems. • Maintain records and reports related to library materials, inventory, system patrons, personnel, financial activity and assigned duties. • Ensure program goals and objectives are met. • Perform related duties as assigned.	
Qualifications:	
Education and Experience: Bachelor's Degree in Information/Library Science or related field or six years of library experience; one year lead or supervisory experience	
Licenses and Other Requirements: Valid Library Certificate	
Additional Information: • Principles of supervision and training; • Applicable laws, rules, regulations, policies and procedures; • Monitoring and maintaining a library collection; • Monitoring the performance of contractors and vendors; • Preparing a variety of reports related to the operation of the library; • Developing, recommending, implementing, and monitoring policies, procedures, and work flow; • Library organization, operations, policies and objectives; • Library practices, procedures and terminology; • Resolving conflict. • Principles of supervision and training; • Applicable laws, rules, regulations, policies and procedures; • Monitoring and maintaining a library collection; • Monitoring the performance of contractors and vendors; • Preparing a variety of reports related to the operation of the library;	
Other Requirements: Plan, organize and manage operations and activities of a library; • Coordinate and direct personnel, resources and communications to meet the library needs and ensure smooth and efficient library operations; • Supervise assigned personnel; • Operate standard office equipment including a computer and assigned software; • Perform a variety of technical library duties in the selection, acquisition, circulation, maintenance and distribution of library materials;	

- Maintain library in a neat and orderly fashion;
- Maintain records, logs and files;
- Remain calm in high pressure situations;
- Communicate effectively both orally and in writing;
- Interpret, apply and explain rules, regulations, policies and procedures

Working Conditions:

- Indoor/Library environment;
- Fast-paced environment with changing priorities;
- Variable hours including evening or week-ends.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Dexterity of hands and fingers to operate a computer keyboard;
- Seeing to read a variety of materials;
- Hearing and speaking to exchange information;
- Sitting or standing for extended periods of time;
- Lifting, carrying, pushing and pulling moderately objects as assigned by the position;
- Bending at the waist, kneeling or crouching to shelve and retrieve materials;
- Reaching overhead, above the shoulders and horizontally.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of duties performed.

DATE SUBMITTED

11/25/2019

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTORCOUNCIL ACTION (x)
PUBLIC HEARING REQUIRED ()
RESOLUTION ()

DATE ACTION REQUIRED

12/04/2019ORDINANCE 1ST READING ()
ORDINANCE 2ND READING ()
CITY CLERK'S INITIALS ()**IMPERIAL CITY COUNCIL
AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION:
*ASPHALT RUBBER COMPOSITE LAYER OVERLAY ALONG PUERTO VALLARTA
 AVE FROM FONZIE AVENUE TO ROSARITO DRIVE*

CITY OF IMPERIAL BID NO. 2019-07

1. APPROVAL OF CLOSING AMOUNT WITH FINAL QUANTITIES.
2. ACCEPTANCE OF COMPLETED WORK

DEPARTMENT
INVOLVED:

PLANNING DIVISION

BACKGROUND/SUMMARY:

The Community Development Department conducted a competitive BID process to overlay Puerto Vallarta Ave from Fonzie Ave to Rosarito Dr. Almost 50% of the targeted road was never completed by the developer and still needed the 2nd asphalt lift as illustrated in Exhibit 1 ("Site Plan").

The scope-of-work included grinding of the whole cross-section of existing asphalt pavement, installation of conventional asphalt leveling course, asphalt-rubber aggregate membrane (ARAM), gap graded asphalt-rubber hot mix, utility adjustments and traffic control.

An individual contract was awarded to Aggregate Products Inc. on 10/02/2019.

All work was completed per Approved Improvement Plans. Final quantities have been accounted in EXHIBIT 2 (Estimate # 1 - Final) attached herewith for review and approval.

The construction was successfully completed on November 15, 2019. See Exhibit 3 ("Photo Report") and Exhibit 4 (Letter of Completion) for details.

FISCAL IMPACT:

Contract Awarded Amount: _____ \$ 234,292.50 from CFD
 Closing Amount with final Quantities: _____ **\$ 225,295.00** (-3.84%)

ADMIN
SERVICES
SIGN INITIALS _____

STAFF RECOMMENDATION: Staff recommends City Council approval of balancing change order and acceptance closing of the project.

DEPT. INITIALS

DM

MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS(Signature)

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

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

REFERRED TO:

Exhibit 1



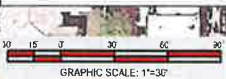
ROSARITO DR.

LA PAZ DR.

COZUMEL DR.

LEGEND

- RESTORATION / PLACEMENT OF 2ND ASPHALT CONCRETE LIFT
- RESTORATION/OVERLAY
- PUERTO VALLARTA AVE. STREET NAME



FONZIE AVE.

NOTE
PHOTOGRAPHIC BACKGROUND
IS FOR REFERENCE ONLY.
SCALE IS APPROXIMATE

NO.	REVISIONS	APPROVED	DATE

UNAUTHORIZED CHANGES & USES: The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or use of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.



CITY OF IMPERIAL

420 South Imperial Avenue
Imperial, CA 92251

Ph: (760) 355-3840 • Fax: (760) 355-4718

COMMUNITY DEVELOPMENT DEPARTMENT

SITE PLAN
REHABILITATION AND 2ND ASPHALT LIFT
PUERTO VALLARTA AVENUE
FROM ROSARITO DR TO FONZIE AVE

DATE: 05/24/2017

SHEET
1
OF
1 SHEETS

City of Imperial
Puerto Vallarta Ave
Specification No. 2019-07

Aggregate Products, Inc.
9500 BEVERLY RD.
PICO RIVERA, CA 90660-2135
323-558-8000

Aggregate Products, Inc.

LESS RETENTION: (5%)

[illegible]

Exhibit 3 – Final Photo Report
"ASPHALT RUBBER COMPOSITE LAYER OVERLAY ALONG PUERTO
VALLARTA AVE FROM FONZIE AVE TO ROSARITO DR"
CITY OF IMPERIAL BID NO. 2019-07



Exhibit 3 – Final Photo Report
" ASPHALT RUBBER COMPOSITE LAYER OVERLAY ALONG PUERTO
VALLARTA AVE FROM FONZIE AVE TO ROSARITO DR"
CITY OF IMPERIAL BID NO. 2019-07



Exhibit 3 – Final Photo Report
" ASPHALT RUBBER COMPOSITE LAYER OVERLAY ALONG PUERTO
VALLARTA AVE FROM FONZIE AVE TO ROSARITO DR"
CITY OF IMPERIAL BID NO. 2019-07



Exhibit 3 – Final Photo Report
"ASPHALT RUBBER COMPOSITE LAYER OVERLAY ALONG PUERTO
VALLARTA AVE FROM FONZIE AVE TO ROSARITO DR"
CITY OF IMPERIAL BID NO. 2019-07



Exhibit 3 – Final Photo Report
"ASPHALT RUBBER COMPOSITE LAYER OVERLAY ALONG PUERTO
VALLARTA AVE FROM FONZIE AVE TO ROSARITO DR"
CITY OF IMPERIAL BID NO. 2019-07





Exhibit 4

VIA FAX: (760) 355-4718
ORIGINAL BY MAIL

November 25, 2019

Jesus Villegas
City of Imperial
420 South Imperial Ave.
Imperial, CA 92251

RE: Puerto Vallarta Ave.
Bid No. 2019-07
API Job No. 0085

Dear Mr. Villegas:

This is to notify you that all work on referenced project has been completed as of November 15, 2019.

Very truly yours,



John Velez

JV/jv

DATE SUBMITTED 11/25/19
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 12/04/19

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS 76

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: Labor Compliance RFP DISCUSSION/ACTION:

1. Discuss, Accept/Reject Labor Compliance RFP for WW Upgrade

DEPARTMENT INVOLVED: Public Services – Waste Water

BACKGROUND/SUMMARY:

The City had advertised a Labor Compliance RFP for the Wastewater Upgrade.

The City received 1 proposal:

- Labor Compliance Consultants of Southern California \$ 30,240.00

FISCAL IMPACT: \$ 30,240.00

FINANCE
INITIALS _____

STAFF RECOMMENDATION: Accept

DEPT. INITIALS _____

MANAGER'S RECOMMENDATION: n/a

CITY
MANAGER'S
INITIALS 

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

APPROVED ()
 DISAPPROVED ()

REJECTED ()
 DEFERRED ()

REFERRED TO:

DATE SUBMITTED

11/25/19

SUBMITTED BY

City Clerk

DATE ACTION REQUIRED

12/04/19

Agenda Item No

E-10

CITY COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS

36

IMPERIAL CITY COUNCIL

AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: REGULAR MEETING OF JANUARY 1, 2020

1. APPROVAL TO CANCEL OR RESCHEDULE THE CITY COUNCIL MEETING OF JANUARY 1, 2020 DUE TO THE NEW YEAR'S DAY HOLIDAY.

DEPARTMENT INVOLVED: City Council/City Clerk

BACKGROUND/SUMMARY:

The first regular City Council meeting in January 2020 falls on the New Year's Day Holiday. Staff requests direction on whether to cancel this meeting or have Council select a date to reschedule this meeting to.

FISCAL IMPACT None

STAFF RECOMMENDATION: Staff to accept Council direction on this matter.

MANAGER'S RECOMMENDATION:

MANAGER'S INITIAL ED

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

DATE SUBMITTED 11/25/19
 SUBMITTED BY COMMUNITY SERVICES
 DATE ACTION REQUIRED 12/04/19

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: REMOVAL AND REPLACEMENT OF RUBBER SURFACING AT VICTORIA PARK, SKY RANCH PARK, AND SAVANNA PARK

1. Authorization to seek bids for the removal and replacement of pour-in-place rubber surfacing at Savanna Park;
2. Authorization to seek bids for the removal and replacement of pour-in-place rubber surfacing at Sky Ranch Park;
3. Authorization to seek bids for the removal and replacement of pour-in-place rubber surfacing at Victoria Park.

DEPARTMENT INVOLVED: COMMUNITY SERVICES

BACKGROUND/SUMMARY:

The pour-in-place rubber surfacing at Savanna, Sky Ranch, and Victoria Parks are in poor condition and have exceeded life expectancy. An inspection of all 3 parks (Savanna, Sky Ranch, Victoria) confirmed the need of complete removal and replacement of the existing rubber surfacing due to weathering, severe granulation, spider cracks and top layer peeling.

Please see report for reference.

FISCAL IMPACT:

Savanna Park – Estimated cost of \$123,600 – Community Facilities District

Sky Ranch Park – Estimated cost of \$106,000 – Lighting and Landscape District

Victoria Park – Estimated cost of \$24,000 – Community Facilities District

FINANCE
INITIALS _____

STAFF RECOMMENDATION: It is the department's recommendation for Council to authorize the seeking of bids for Removal and Replacement of existing Rubber Surfacing at Victoria Park, Sky Ranch Park, and Savanna Park.

DEPT. INITIALS 

MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS 

MOTION:

SECONDED:
 AYES:
 NAYES:

APPROVED ()
 DISAPPROVED ()

REJECTED ()
 DEFERRED ()

SAVANNA PARK

**Size:**

6,990 SF

Damage:

Weathering, severe granulation, spider cracks, and peeling top layer

Recommendation:

Remove and replace existing rubber surfacing

Approx. Cost:

123,600.00

SKY RANCH

**Size:**

1,040 SF

Damage:

Weathering, severe granulation, spider cracks, and peeling top layer

Recommendation:

Remove and replace existing rubber surfacing

Approx. Cost:

\$24,000.00

VICTORIA PARK

**Size:**

6,110 SF

Damage:

Weathering, severe granulation, spider cracks, and peeling top layer

Recommendation:

Remove and replace existing rubber surfacing

Approx. Cost:

\$106,000.00

DATE SUBMITTED 11/25/19
 SUBMITTED BY COMMUNITY SERVICES
 DATE ACTION REQUIRED 12/04/19

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: MAINTENANCE / REPAIR OF RUBBER SURFACING AVIATION PARK 1. Authorization to seek bids for the roll coat and repair of existing pour-in-place rubber surfacing at Aviation Park.	
DEPARTMENT INVOLVED: COMMUNITY SERVICES	
BACKGROUND/SUMMARY: To ensure that pour-in-place rubber surfacing has a longer life expectancy and is protected from weathering and damage, it is recommended that the surfacing is roll coated every two years. The existing pour-in-place rubber surfacing at Aviation Park requires roll coating and minor patches from wear and tear. Please see attached photos and information for reference.	
FISCAL IMPACT: Estimated \$7,600.00 – Landscape and Lighting District	FINANCE INITIALS _____
STAFF RECOMMENDATION: It is the department's recommendation for Council to authorize the seeking of bids for Maintenance and Repair of existing Rubber Surfacing at Aviation Park.	DEPT. INITIALS <u>(signature)</u>
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS <u>(signature)</u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REJECTED () DEFERRED () REFERRED TO:

AVIATION PARK

**Size:**

2,545 SF

Damage:

Minor weathering, small sections of top layer peeling

Recommendation:

Patch and roll coat

Approx. Cost:

\$7,600.00

DATE SUBMITTED 11/25/19
 SUBMITTED BY Haller
 DATE ACTION REQUIRED 12/04/2019

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:
 IMPERIAL LIGHT PARADE AND MARKET DAYS REPORT

DEPARTMENT INVOLVED: COMMUNITY SERVICES DEPARTMENT

BACKGROUND/SUMMARY:

The City of Imperial will host the Imperial Light Parade and Market Days on Saturday, December 14, 2019 from 5PM to 10PM. Staff will present a report on the planning and logistics of the parade and street fair.

Starting at 5PM, Imperial Market Days will be held on the north end of Imperial Avenue between 10th and Barioni. Ninety-six spaces were available for the December event and all spaces have been reserved. A synthetic ice skating rink will be located at the east end of 9th Street. Ice skates will be available in sizes 9 youth through 13 mens and will be made available for free public use to ice skate. Tina Michelle and the Rhinestone Cowboys will perform at the main stage area located at the intersection of Imperial and Barioni from 5PM to 6PM and immediately following the end of the parade at approximately 8PM until 10PM.

Starting at 6PM, the Parade of Lights will travel north along Imperial Avenue starting at 2nd Street, turn left at Barioni Boulevard and travel west towards D Street ending at Imperial High School. The new route was recommended by the Special Event Committee which consists of the Fire, Police, Public Services and Community Services Departments. The route was redesigned to accommodate the size of the parade attendees and in response to traffic concerns from recent years. Parade staging will take place at 4PM and entries will be judged at 5PM. Judged categories include Mayor's Award, Grand Marshal Award, Rogers & Rogers Award, School Spirit Award, and The Imperial Crown Award. The winner of each category will have a banner presented before them in the parade and will be announced as the winning category. Following the parade, winners will be stationed on Barioni Boulevard for the duration of the Market Days event.

Street closures will begin at 11AM. Residents south of Barioni Boulevard will be allowed access to and from their homes through D and E Streets, turning west on Barioni and using La Brucherie and Austin roads to enter and exit the city during the event. Parade staging will begin at 4PM on 1st and 2nd Streets. Los Vigilantes will be assisting the City with staging. Residents in the impacted area will be notified by three different forms of communication; utility bill insert, email and door hanger. Parade announcing will be stationed at 2nd, 4th, 6th, Barioni/Imperial, G and E Streets.

FISCAL IMPACT:

N/A

FINANCE
INITIALS



STAFF RECOMMENDATION:

N/A

DEPT. INITIALS

MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS



MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()