



Imperial City Council

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

AGENDA

Regular Meeting of the Imperial City Council

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

January 15, 2025

Closed Session at 06:00 pm

Open Session at 07:00 pm

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

You are encouraged to watch the City Council meetings via Livestream on the City of Imperial Facebook page.

All documents containing an executive summary and staff recommendation associated with open session action items are available for public inspection on the City's website, www.imperial.ca.gov, seventy-two (72) hours before the posted meeting time.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact (760) 355-4373. Notification of 48 hours before the meeting will enable the city to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA title II].

6:00 P.M. CLOSED SESSION

ROLL CALL

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

CITY COUNCIL ADJOURNS INTO CLOSED SESSION

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

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation - G.C §54956.9 (d)(2)

Number of Cases: 2

CONFERENCE WITH LABOR NEGOTIATORS – G.C.5957.6

Agency Designated Representatives: City Manager

Employee Organization: Imperial Police Officers Association, Teamsters Local No. 542 and Employee Organization Management
Supervisory, Professional, Confidential, and Police
Captain/Unrepresented

7:00 P.M. REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

ADJUSTMENTS TO THE AGENDA: The City Council may amend the order, add urgency items, note abstentions or “no” votes on consent calendar items, and request consent calendar items be removed from the consent calendar for discussion. The City Council may also remove items from the consent calendar before that portion of the agenda. The City Council may address these issues by entertaining a formal motion.

CITY ATTORNEY REPORT ON CLOSED SESSION

PUBLIC COMMENT: Matters not appearing on the agenda: If you wish to address the City Council concerning any item within the City Council’s jurisdiction, please raise your hand and be acknowledged by the Mayor. At that time, state your name and address for the record. The Mayor reserves the right to place a time limit of three (3) minutes on each person’s presentation.

A. PRESENTATIONS:

A-1. Proclamation for National Human Trafficking Prevention Month.

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

B-1. Approval of Warrants Report.

B-2. Approval of City Council meeting minutes for the Regular Meeting of December 4, 2025.

B-3. Authorize destruction of personnel records from 1948-2016 per record retention policy.

C. PUBLIC HEARING (DISCUSSION/ACTION):

- C-1.** Authorize the levy of a Special Tax for the Morningstar Subdivision Community Facilities District No. 2024-1.

Presenter: Othon Mora, Community Development Director

Recommendation: Approve Ordinance No. 830, ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE CITY OF IMPERIAL COMMUNITY FACILITIES DISTRICT NO. 2024-1, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, AUTHORIZING THE LEVY OF A SPECIAL TAX IN SUCH COMMUNITY FACILITIES DISTRICT, waive reading and approve first reading by title. Authorize staff to place on the next agenda for second reading and adoption and prepare an ordinance summary for publication.

D. ACTION ITEMS (DISCUSSION/ACTION):

- D-1.** Authorize the Sunrunner's Car Club of Imperial Valley to host their 39th Annual Carne Asada Run Car Show at Eager Park and authorize street closures for the event.

Presenter: Tony Lopez, Parks and Recreation Director

Recommendation: Authorize the Sunrunner's Car Club to host their event at Eager Park on Saturday, March 22, 2025 from 10:00 a.m. to 3:00 p.m. and approve partial street closures at the intersections of G Street and 10th Street, H Street and 10th Street, G Street and 9th Street, and H Street and 9th Street.

- D-2.** Approve a stipend to staff designated as the Cross-Connection Control Program Coordinator.

Presenter: Kristen Smith, Human Resources Manager

Recommendation: Adopt Resolution No. 2025-01, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, PROVIDING A 5% STIPEND FOR THE CROSS-CONNECTION CONTROL PROGRAM COORDINATOR

- D-3.** Authorize the City Manager or designee to appoint the City Engineer in writing.

Presenter: Kristen Smith, Human Resources Manager

Recommendation: Adopt Resolution No. 2025-02, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, DESIGNATING A CITY ENGINEER

- D-4.** Adopt policies and procedures for certain employees who are permitted to use Naloxone.

Presenter: Kristen Smith, Human Resources Manager

Recommendation: Adopt the Naloxone Policies and Procedures

- D-5.** Adopt an Injury and Illness Prevention Program (IIPP) for City of Imperial employees.

Presenter: Kristen Smith, Human Resources Manager

Recommendation: Approve and adopt the City of Imperial Injury and Illness Prevention Program.

- D-6.** Adopt a Blood Borne Pathogens (BBP) Exposure Control Plan for City of Imperial Employees.

Presenter: Kristen Smith, Human Resources Manager

Recommendation: Approve and adopt the City of Imperial Blood Borne Pathogens Exposure Control Plan.

- D-7.** Approve a Memorandum of Understanding for the FY2023 Stonegarden Grant.

Presenter: Aaron Reel, Chief of Police

Recommendation: Accept grant funds and approve the MOU for the FY2023 Stonegarden Grant.

- D-8.** Approve donating Police Department historical records to the Pioneers' Museum for historical preservation and archiving.

Presenter: Aaron Reel, Chief of Police

Recommendation: Approve donating old jail booking records and citation books to the Pioneers' Museum for archiving.

- D-9.** Approve a Memorandum of Understanding between the Imperial Police Department and the Imperial County Narcotic Task Force.

Presenter: Aaron Reel, Chief of Police

Recommendation: Approve an MOU between the Imperial Police Department and the Imperial County Narcotics Task Force.

- D-10.** Authorize donation of surplus Police Department firearms to the Blythe Police Department.

Presenter: Aaron Reel, Chief of Police

Recommendation: Authorize the donation of surplus Imperial Police Department firearms to the Blythe Police Department.

- D-11.** Authorize the purchase of two (2) Dell Power Edge Servers for the GIS Enterprise Services.

Presenter: R. Alejandro Estrada, Department of Innovation and Technology Director

Recommendation: Authorize the purchase of two (2) Servers in the amount of \$47,731.19.

E. REPORTS:

E-1. Department Reports

E-2. City Manager Report

E-3. Mayor and Councilmember Reports

ADJOURNMENT: The next regular meeting of the Imperial City Council will be held on Wednesday, February 5, 2025.

Check Register Report

B-1

Date: 01/06/2025
Time: 1:03 pm
Page: 1

CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
122112	12/23/24	Printed			6302	ANTONIA MENDEZ	9617-0042/2313 ASHTON	125.03
122113	12/23/24	Printed			1066	AT & T	22703592	1,119.87
122114	12/23/24	Printed			1851	AT&T LONG DISTANCE	338-371-6557 12/16/24	113.70
122115	12/23/24	Printed			8481	BINGHAM EQUIPMENT COMPANY	S01214 81700	753.40
122118	12/23/24	Printed			784	CONTROL PARTS	202407768 81595	952.60
122119	12/23/24	Printed			3135	COUNTY OF SAN DIEGO, RCS	25IMPCPDN05 81183	1,416.00
122120	12/23/24	Printed			3790	CUSTOMINK LLC	78330682 81473	302.11
122123	12/23/24	Printed			8264	GALLAGHER BENEFIT SERVICES INC	2024039136 81503	2,341.00
122124	12/23/24	Printed			6081	GOLD COAST ENVIRONMENTAL	13880- REISSUED 77359	5,975.00
122125	12/23/24	Printed			3717	GRAMMARLY, INC.	28883- REISSUED 80143	3,960.00
122127	12/23/24	Printed			7397	LINDA PORRAS	9420-0737/2380 ALEXA	20.49
122128	12/23/24	Printed			3791	MARGARITA TORRES GARCIA	9936-0910/714 N IMPERIAL	167.63
122129	12/23/24	Printed			3793	MICHELLE TORRES	9988-3033/498 TRESHILL #158	141.43
122131	12/23/24	Printed			3794	PALOMA BELTRAN	9988-3011/498 TRESHILL #103	142.45
122132	12/23/24	Printed			084	PITNEY BOWES BANK INS	1026571583 81324	257.18
122133	12/23/24	Printed			4262	PYRAMID BUILDING & ENGINEERING	29-22-9 8/26-24 TO 11/26/24 81584	449,420.71
122134	12/23/24	Printed			5773	ROBERTO MARTINEZ	9511-0065/626 TIGER LILY	106.02
122135	12/23/24	Printed			7343	ROVE ENGINEERING INC	6859 81598	3,334,990.28
122139	12/23/24	Printed			3792	SONIA & ROBERT CARRENO	9319-0030/669 KITTY HAWK	40.67
122277	12/30/24	Printed			7065	2K TOWER SERVICES LLC	588 81421	1,200.00
122278	12/30/24	Printed			735	ACADEMI AWARDS & TROPHIES	8233 81605	263.05
122279	12/30/24	Printed			1642	ACME SAFETY & SUPPLY CORP	166769-00 81594	1,619.42
122280	12/30/24	Printed			3698	ADI	RN7CNY01 80936	9,238.96
122281	12/30/24	Printed			023	AIRWAVE COMMUNICATIONS	450000 81299	28.00
122282	12/30/24	Printed			2357	ALL VALLEY FENCE AND MATERIALS	24-1709 81619	37.71
122284	12/30/24	Printed			5956	AMAZON CAPITAL SERVICES	114-9322535-6351443 81507	3,646.05
122285	12/30/24	Printed			6306	AMERICAN FIDELITY ASSURANCE	D794935 DEC 2024 81321	5,293.72
122286	12/30/24	Printed			3798	ASHLEY PAYAN	9325-0032/642 W BREWER#132	99.55
122287	12/30/24	Printed			7852	AURORA SERRANO	01 12/18/24 81119	20.00
122288	12/30/24	Printed			250	BLUE SHIELD OF CALIFORNIA	243510081276 JAN. 20225 81329	57,392.98
122291	12/30/24	Printed			7158	BLUETARP FINANCIAL, INC.	H87508/5 81413	1,187.37
122292	12/30/24	Printed			8296	BRAWLEY ANALYTICAL, INC.	000776 81592	309.50
122293	12/30/24	Printed			8509	BROOKE BRINNON	118 81120	20.00
122294	12/30/24	Printed			455	CALIFORNIA STATE DISBURSEMENT	12/27/24	1,252.60
122295	12/30/24	Printed			3669	CANON U.S.A. INC	37160893 81331	2,654.41
122296	12/30/24	Printed			3029	CLAIREMONT EQUIPMENT	RA24842-01 81612	125.77
122297	12/30/24	Printed			6222	CODE EXPERTS, LLC	2024-0028 81420	950.00
122298	12/30/24	Printed			514	CORE & MAIN LP	W153814 81706	576.59
122299	12/30/24	Printed			132	COSTCO WHOLESALE	046078 81297	321.91
122300	12/30/24	Printed			6857	COUNTY MOTOR PARTS CO, INC	564860 81588	219.39
122301	12/30/24	Printed			1056	DELL MARKETING L.P.	10788335050 81404	794.40
122302	12/30/24	Printed			3673	DESERT RV SERVICE	972 81604	1,497.13
122303	12/30/24	Printed			3799	DIANA CASTANEDA	9948-3042/498 TRESHILL#144	258.35
122304	12/30/24	Printed			2019	DRISCOLLS	8443 81121	86.60
122305	12/30/24	Printed			3797	DULCE NUNEZ	9998-3086/498 TRESHILL#231	119.86
122306	12/30/24	Printed			207	EL CENTRO MOTORS	5227985 81193	549.90
122307	12/30/24	Printed			207	EL CENTRO MOTORS	5228019 81190	242.58
122308	12/30/24	Printed			207	EL CENTRO MOTORS	5228181 81193	18.20
122309	12/30/24	Printed			207	EL CENTRO MOTORS	5228727 81618	114.28
122310	12/30/24	Printed			8447	EL CENTRO ROCK SUPPLY	0004491 81613	2,111.90

Check Register Report

Date: 01/06/2025
Time: 1:03 pm
Page: 2

CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
122311	12/30/24	Printed			314	FRANCHISE TAX BOARD	12/27/24	381.00
122312	12/30/24	Printed			4456	GRAFFIK SCREEN PRINTING	3573 81601	360.96
122313	12/30/24	Printed			117	HAAKER EQUIPMENT COMPANY	C3A3EB 81712	244.24
122314	12/30/24	Printed			3802	HAWKINS TOWING INC	UNIT 204 81188	875.00
122315	12/30/24	Printed			2096	HOME DEPOT CREDIT SERVICES	H1059-406321 81606	501.17
122316	12/30/24	Printed			102	IMPERIAL POLICE OFFICERS ASSN.	12/27/24	1,367.50
122317	12/30/24	Printed			221	IMPERIAL PRINTERS	24-3697 81600	151.55
122318	12/30/24	Printed			3187	IMPERIAL TRUSS & LUMBER CO.	B72571 81603	1,523.44
122319	12/30/24	Printed			008	JIM REITER'S LOCKSMITH & SAFE	277122 81194	320.08
122320	12/30/24	Printed			2245	JULIAN PIE COMPANY	1915620 81608	4,576.50
122321	12/30/24	Printed			868	K-C WELDING & RENTALS, INC.	206500 81593	1,368.42
122322	12/30/24	Printed			5658	KAZ-BROS DESIGN SHOP	11662 81610	80.81
122323	12/30/24	Printed			3796	KUPIEC ORTHODONTICS	BL-14822 RENEWAL OVERCHARGE 81328	96.00
122324	12/30/24	Printed			5230	LABOR COMPLIANCE CONSULTANTS	2664 81616	170.00
122325	12/30/24	Printed			1996	LEE TIRE CO.	401799 81652	178.13
122326	12/30/24	Printed			101	LINCOLN LIFE	12/27/24	567.00
122327	12/30/24	Printed			6875	LOS VIGILANTES	24-007 81609	600.00
122328	12/30/24	Printed			3800	MICHAEL BRAKO	9219-0008/671 FLYING CLOUD	60.72
122329	12/30/24	Printed			3801	MONCERAD SOTO	9823-0035/629 RUBY	67.56
122330	12/30/24	Printed			2510	NTU TECHNOLOGIES, INC.	13004 81711	23,786.40
122331	12/30/24	Printed			4481	O'REILLY	2687-111255 81589	371.43
122332	12/30/24	Printed			3803	PRECISION LOCKER CO.	P10048 81163	1,116.79
122333	12/30/24	Printed			2782	PRINCIPAL LIFE INSURANCE COMP	1044724-10001 JAN. 2025 81330	6,093.14
122334	12/30/24	Printed			3526	RSD	3340049-00 81702	49.75
122335	12/30/24	Printed			6488	SAN BERNARDINO COUNTY	24-113-132AOT 81196	1,255.00
122336	12/30/24	Printed			3795	SAVAGE TRAINING GROUP LLC	2912 81198	1,205.00
122337	12/30/24	Printed			3750	SERGIO SOTO	7592 81195	165.00
122338	12/30/24	Printed			2428	SHADE STRUCTURES, INC.	92388-03 81620	13,711.50
122339	12/30/24	Printed			1239	SHERWIN-WILLIAMS	4139-8 81586	2,651.59
122340	12/30/24	Printed			5706	SHI INTERNATIONAL CORP	CR-893512 80938	8,728.69
122341	12/30/24	Printed			135	SOCALGAS	330 WATEN 11/8-12/11/24 81709	71.85
122342	12/30/24	Printed			6416	SUN DATA SUPPLY	ORDER #460763 81707	125.09
122343	12/30/24	Printed			1265	SUPERIOR READY MIX CONCRETE LP	466890 81611	911.88
122344	12/30/24	Printed			7453	TOMMY'S SCREEN PRINTING	2422 81414	63.00
122345	12/30/24	Printed			4473	TRACTOR SUPPLY CO	591346 81587	17.31
122346	12/30/24	Printed			944	UNITED WAY OF IMPERIAL COUNTY	12/27/24	6.00
122347	12/30/24	Printed			1100	USA BLUEBOOK	SO3568904 81596	2,412.80

Total Checks: 87

Checks Total (excluding void checks): 3,970,828.05

Total Payments: 87

Bank Total (excluding void checks): 3,970,828.05

Total Payments: 87

Grand Total (excluding void checks): 3,970,828.05



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

MINUTES

Regular Meeting of the Imperial City Council

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

December 4, 2024

Closed Session at 06:00 pm

Open Session at 07:00 pm

6:00 P.M. CLOSED SESSION

CALLED TO ORDER: Mayor Amparano called the meeting to order at 6:04 p.m.

ROLL CALL: Council Member Burnworth, Mayor Pro-Tem Tucker, Mayor Amparano, City Manager Morita and City Attorney Turner.

ABSENT: Council Members Mendoza and Obeso-Martinez

PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY:
None

CONFERENCE WITH LEGAL COUNSEL:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS- G.C. 54956.8

Property Address: APN 061-143-002
Agency Negotiator: Dennis H. Morita, City Manager
Negotiating Parties: LUMAR DEVCO 5 LLC
Under Negotiation: Instructions to negotiator regarding price and terms

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation - G.C §54956.9 (d)(2)

Number of Cases: 1

CONFERENCE WITH LABOR NEGOTIATORS – G.C.5957.6

Agency Designated Representatives: City Manager
Employee Organization: Imperial Police Officers Association, Teamsters Local No. 542 and Employee Organization Management, Supervisory, Professional, Confidential, and Police Captain/Unrepresented

PUBLIC EMPLOYEE PERFORMANCE EVALUATION - G.C § 54956.7 (b)(l)

Title of Position: City Manager

CITY COUNCIL CONVENES TO OPEN SESSION

7:00 P.M. REGULAR MEETING

CALL TO ORDER: Mayor Amparano called the meeting to order at 7:12 p.m.

ROLL CALL: Council Member Burnworth, Mayor Pro-Tem Tucker and Mayor Amparano.

ABSENT: Council Member Mendoza and Obeso-Martinez

PLEDGE OF ALLEGIANCE

ADJUSTMENTS TO THE AGENDA:

City Manager Morita stated that item A-1 will be presented at a later date.

CITY ATTORNEY REPORT ON CLOSED SESSION ACTIONS:

City Attorney Turner stated that the Council was given directions on one item of Anticipated Litigation, Conference with Real Property Negotiators and Labor Negotiators.

PUBLIC COMMENT:

Public comment by Brenda Pierce regarding graffiti.

Public comment by Joanne Hettinger regarding a longtime resident of Imperial who was part of Christmas in a Small Town.

A. PRESENTATIONS:

- A-1. Certificates of Recognition for 760 Elite 11U football team.
- A-2. Presentation regarding Republic Services' regarding residential re-route.
- A-3. Quarterly (Q1) Budget presentation by Victor Manriquez, Administrative Services Director.

B. CONSENT AGENDA:

- B-1. Approval of Claims and Warrants Report.
- B-2. Approval of City Council meeting minutes for the Regular Meeting of October 2, 2024, Regular Meeting of October 16, 2024, and Special Meeting of November 6, 2024.

Moved by Burnworth, seconded by Tucker to approve the consent agenda.

AYES: Burnworth, Tucker and Amparano

NOES: None

ABSTAIN: None

ABSENT: Mendoza and Obeso-Martinez

MOTION CARRIES: 3-0

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

- C-1.** Joint Use Agreement between the Imperial Police Department and Imperial Valley College (IVC) for shared use of IVC facilities.

Presenter: Aaron Reel, Police Chief

Recommended Action: Approve the Joint Use Agreement with IVC to share the use of their facilities for law enforcement training and cadet program.

Moved by Tucker, seconded by Burnworth to approve the agreement with IVC to share the use of their facilities for law enforcement training and cadet program.

AYES: Burnworth, Tucker and Amparano

NOES: None

ABSTAIN: None

ABSENT: Mendoza and Obeso-Martinez

MOTION CARRIES: 3-0

- C-2.** Adopt Resolution No. 2024-60 approving an amendment to the Community Development Safety Standards to include body cameras.

Presenter: Othon Mora, Community Development Director

Recommended Action: Adopt Resolution No. 2024-60, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, AMENDING SAFETY STANDARDS FOR COMMUNITY DEVELOPMENT PERSONNEL

Moved by Burnworth, seconded by Tucker to approve Resolution No. 2024-60.

AYES: Burnworth, Tucker and Amparano

NOES: None

ABSTAIN: None

ABSENT: Mendoza and Obeso-Martinez

MOTION CARRIES: 3-0

- C-3.** Adopt Resolution 2024-62 approving domestic water and sanitary sewer service outside of city boundaries for APN 064-020-030.

Presenter: Othon Mora, Community Development Director

Recommended Action: Adopt Resolution No. 2024-62, A RESOLUTION OF THE CITY COUNCIL OF IMPERIAL AUTHORIZING DOMESTIC WATER AND SANITARY SERVICE CONNECTION FOR 111 DAHLIA LANE APN 064-020-030, PROPERTY LOCATED OUTSIDE OF THE CITY OF IMPERIAL.

Moved by Burnworth, seconded by Tucker to approve Resolution No. 2024-62.

AYES: Burnworth, Tucker and Amparano

NOES: None

ABSTAIN: None

ABSENT: Mendoza and Obeso-Martinez

MOTION CARRIES: 3-0

- C-4.** Approval of Republic Services Cost Price Index (CPI) adjustment of four percent (4%) for waste and recycling services in the City of Imperial effective January 1, 2025.

Presenter: Victor Manriquez, Administrative Services Director

Recommended Action: Approve Republic Services' annual CPI rate adjustment of four percent (4%) for waste and recycling services effective January 1, 2025.

Moved by Tucker, seconded by Burnworth to approve Republic Services' annual CPI rate adjustment of four percent (4%) for waste and recycling services effective January 1, 2025.

AYES: Burnworth, Tucker and Amparano

NOES: None

ABSTAIN: None

ABSENT: Mendoza and Obeso-Martinez

MOTION CARRIES: 3-0

- C-5.** Adopt Resolution No. 2024-61 approving the fiscal year 2022-2023 Development Impact Fee funding report.

Presenter: Victor Manriquez, Administrative Services Director

Recommended Action: Accept the fiscal year 2022-2023 Development Impact Fee program funding report and adopt Resolution No. 2024-61, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, TO MAKE CERTAIN FINDINGS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 66001

Moved by Burnworth, seconded by Tucker to approve Resolution No. 2024-61

AYES: Burnworth, Tucker and Amparano

NOES: None

ABSTAIN: None

ABSENT: Mendoza and Obeso-Martinez

MOTION CARRIES: 3-0

- C-6.** Adopt Resolution No. 2024-52, adopting the five-year Capital Improvement Program (CIP) budget for FY2025-2029.

Presenter: Victor Manriquez, Administrative Services Director

Recommended Action: Adopt Resolution No. 2024-52, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, ADOPTING THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET FOR FY2025-2029 AND \$29,317,900 SPENDING AUTHORIZATION FOR THE 26 PROJECTS FOR YEAR ONE OF THE FIVE-YEAR CIP BUDGET FOR THE FISCAL YEAR THAT BEGINS ON JULY 1, 2024 AND ENDS ON JUNE 30, 2025.

Moved by Burnworth, seconded by Tucker to approve Resolution No. 2024-52

AYES: Burnworth, Tucker and Amparano

NOES: None

ABSTAIN: None

ABSENT: Mendoza and Obeso-Martinez

MOTION CARRIES: 3-0

- C-7.** Approve Change Order No. 2 for the Pavement Rehabilitation of Various Roads project in the City of Imperial; Bid No. 2024-08.

Presenter: David Dale, Public Services Director

Recommended Action: Approve Change Order No. 2 in the amount of \$510,000.00 for the Pavement Rehabilitation of Various Roads Project; Bid No. 2024-08.

Moved by Burnworth, seconded by Tucker to approve Change Order No. 2 in the amount of \$510,000.00 for the Pavement Rehabilitation of Various Roads Project; Bid No. 2024-08.

AYES: Burnworth, Tucker and Amparano

NOES: None

ABSTAIN: None

ABSENT: Mendoza and Obeso-Martinez

MOTION CARRIES: 3-0

- C-8.** Approve Change Order No. 1 for the Aten Blvd Rehabilitation project between Vilore Way and Old SR-86; Project Bid No. 2024-03.

Presenter: David Dale, Public Services Director

Recommended Action: Approve Change Order No. 1 in the amount of \$1,225,000.00 for Project Bid No. 2024-03 Aten Blvd Rehabilitation Project; Caltrans Project No. STBGL-5134(027).

Moved by Burnworth, seconded by Tucker to approve Change Order No. 1 in the amount of \$1,225,000.00 for Project Bid No. 2024-03 Aten Blvd Rehabilitation Project; Caltrans Project No. STBGL-5134(027).

AYES: Burnworth, Tucker and Amparano

NOES: None

ABSTAIN: None

ABSENT: Mendoza and Obeso-Martinez

MOTION CARRIES: 3-0

- C-9.** Cancellation of the regularly scheduled City Council Meeting of January 1, 2025, due to the New Year's Day holiday.

Presenter: Dennis H. Morita, City Manager

Recommended Action: Cancel the regularly scheduled City Council meeting of January 1, 2025, due to the New Year's Day holiday.

Moved by Burnworth, seconded by Tucker, to approve the cancellation of the regularly scheduled City Council Meeting of January 1, 2025.

AYES: Burnworth, Tucker and Amparano

NOES: None

ABSTAIN: None

ABSENT: Mendoza and Obeso-Martinez

MOTION CARRIES: 3-0

D. REPORTS:

- D-1.** Departments reported on their activities since the last city council meeting.
- D-2.** City Manager Report: None
- D-3.** Mayor and Councilmember Reported on their activities since the last city council meeting and upcoming events.

ADJOURNMENT:

Seeing no further business before the Council, Mayor Amparano ended this meeting at 8:18 p.m. and adjourned until the next council meeting on December 18, 2024 at 7:00 p.m.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the city of Imperial, California, this 15th day of January, 2025.

KRISTINA SHIELDS
City Clerk

Agenda Item No. B-3

DATE SUBMITTED 01/08/2025
 SUBMITTED BY Human Resources
 DATE ACTION REQUIRED 01/15/2024

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: 1. Authorization to destroy personnel files (not including medical files) from 1948-2016 per record retention policy.	
DEPARTMENT INVOLVED: Human Resources	
BACKGROUND/SUMMARY: Human Resources is requesting authorization to destroy oaths, department employees list, and personnel files (not including medical files) from 1948-2016 as per the record retention policy.	
FISCAL IMPACT: NOT TO EXCEED There is no fiscal impact associated with this action.	FINANCE INITIALS <u>JMS</u>
STAFF RECOMMENDATION: Staff recommends approval to destroy oaths, department employee list, and personnel records (not including medical records) from 1948-2016.	DEPT. INITIALS <u>KWS</u>
MANAGER'S RECOMMENDATION: Approve Staff Recommendation	CITY MANAGER'S INITIALS <u>OTM</u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT: APPROVED () DISAPPROVED () REFERRED TO: REJECTED () DEFERRED ()	



City of Imperial

Record Destruction Authorization Form

Date: January 8, 2025

To: Katherine Turner, City Attorney

Subject: Legal Review and Authorization for HR Records Destruction

Requested By: Kristen Smith, Human Resources Manager

Legal Basis for Destruction:

Records that have met the applicable retention periods as set forth in the City of Imperial's records retention schedule and are no longer required to be retained under any other applicable law or regulation. Under the California Public Records Act, Government Code § 34090, public agencies are authorized to destroy records after the retention period has expired, subject to approval by the City Attorney.

California Public Records Act (CPRA) Reference
Government Code § 6250 et seq. – General provisions for the public's right to access records.
Government Code § 34090 – Authorization to destroy records in accordance with applicable retention schedules.

City Attorney Approval:

This memorandum serves as formal legal authorization for the destruction of the records as described above.

In accordance with Government Code § 34090, I have reviewed the records listed in Exhibit A and have determined that they are eligible for destruction. This action is consistent with the City's legal obligations and records retention policy.

Signatures:

Katherine Turner, City Attorney

Date: 1/8/2025



City of Imperial

Record Destruction Authorization Form

Exhibit A

Human Resources Records to be Destroyed:

- Oaths 1948-2016
- Department Employee List 1948-2016
- Personnel Records (not including medical) 1948-2016

Agenda Item No.

C-1

DATE SUBMITTED

1/8/2025

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

1/15/2025

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: PUBLIC HEARING/DISCUSSION/ACTION: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL AUTHORIZING THE LEVY OF A SPECIAL TAX FOR THE COMMUNITY FACILITIES DISTRICT NO 2024-1

1. Introduction, first reading by title only of Ordinance No 830 amending Chapter 21 Article V, authorizing the levy of a special tax for Community Facilities District No. 2024-1 for the Morningstar Subdivision.
2. Request to read by title and waive reading of Ordinance 830.
3. Provide direction to staff to prepare a summary of Ordinance No. 830 for publication purposes.

DEPARTMENT
INVOLVED:

COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:

On November 6, 2024, the City Council adopted a Resolution of Intention declaring its intention to form Community Facilities District 2024-1 (CFD No. 2024-1) for the Morningstar Subdivision to finance certain types of services, such as maintenance and lighting of parks, parkways, and open spaces and maintenance of recreational facilities.

On December 18, 2024, The City Council adopted Resolution 2024-55 establishing CFD 2024-01 for Morningstar Subdivision; Resolution 2024-56, calling a special election to the voters of CFD 2024-01 a proposition with respect to the annual levy of special taxes within said Community Facilities District to pay the costs of certain services to be provided by CFD 2024-1 and a proposition with respect to establishing an appropriations limit for said Community Facilities District; and Resolution 2024-57, declaring the results of the special election for CFD 2024-1 on the propositions with respect to the annual levy of special taxes to pay the costs of certain services to be provided by the Community Facilities District and establishing an appropriations limit.

Based on these actions, we recommend the adoption of Ordinance No. 830, which authorizes the levy of the special tax within CFD 2024-1. This ordinance ensures funding for the essential maintenance and services outlined in the original resolutions, supporting the long-term upkeep and quality of public facilities within the Morningstar Subdivision.

FISCAL IMPACT: The CFD's collected will cover the costs of maintaining the infrastructure and services within the CFD boundaries, including administrative costs associated with tax levy collection.

ADMIN
SERVICES
SIGN INITIALS

JMS

STAFF RECOMMENDATION: Staff recommends the adoption of Ordinance 830.

DEPT. INITIALS

DM

CITY MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S

JMS

ORDINANCE NO. 830

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL
ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE
CITY OF IMPERIAL COMMUNITY FACILITIES DISTRICT NO. 2024-1,
COUNTY OF IMPERIAL, STATE OF CALIFORNIA, AUTHORIZING
THE LEVY OF A SPECIAL TAX IN SUCH COMMUNITY FACILITIES
DISTRICT**

WHEREAS, the City Council of the City of Imperial, California (the “City Council”), has initiated proceedings authorizing the levy of special taxes in a community facilities district, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the “Act”).

WHEREAS, the City Council adopted Resolution 2024-54 on November 6, 2024, a resolution of intention proposing the formation of the City of Imperial Community Facilities District No. 2024-1 for the Morningstar Subdivision; and

WHEREAS, the City Council adopted Resolution 2024-55 on December 18, 2024, establishing the City of Imperial Community Facilities District 2024-1, and the boundaries thereof for Morningstar Subdivision; and

WHEREAS, the City Council adopted Resolution 2024-56 on December 18, 2024, calling a special election and submitting to the voters of the City of Imperial Community Facilities District No. 2024-1, a proposition with respect to the annual levy of special taxes within said community facilities district to pay the costs of certain services to be provided by the community facilities district and a proposition with respect to establishing an appropriations limit for said community facilities district; and

WHEREAS, the City Council adopted Resolution 2024-57 on December 18, 2024, declaring the results of the special election for the City of Imperial Community Facilities District 2024-1 on the propositions with respect to the annual levy of special taxes to pay the costs of certain services to be provided by the community facilities district and to establish an appropriations limit; and

WHEREAS, the City Council has exercised its due diligence in the legal formation, hereinafter to be referred to as the City of Imperial Community Facilities District No. 2024-1, County of Imperial, State of California (the “District”) for Morningstar Subdivision.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IMPERIAL
DOES ORDAIN AS FOLLOWS:**

Pursuant to Section 21-Article V et al, the City Council of the City of Imperial, State of California, does hereby ordain as follows:

SECTION 1. Section 21- Article V Community Facilities District is hereby amended to include Community Facilities District No 2024-1 for the Morningstar Subdivision

SECTION 2. Article V is hereby amended to include to read as follows:

21-36.1 District Established. By the passage of this ordinance, this City Council hereby establishes a Community Facilities District entitled “City of Imperial Community Facilities District No. 2024-1 (Morningstar)” and as adopted in resolution 2024-55 and authorizes and levies special taxes within the District pursuant to California Government Code Section 53328 and 53340, at the rates and in accordance with the method of apportionment set forth set forth in Exhibit “A” as adopted in Resolution 2024-55 (the “Rate and Method”). The special taxes are hereby levied commencing in fiscal year 2024- 2025.

21-36.2 Notice of Special Tax Lien. Except when funds are otherwise available, upon recordation of a notice of special tax lien pursuant to the Streets and Highways Code Section 3114.5, a special tax sufficient to pay for all facilities and services, secured by the recordation of a continuing lien against all not exempt real property in the District shall be levied annually, as set forth in as adopted in Resolution 2024-55 (the “Rate and Method”). This lien shall continue in full force and effect until the special tax obligation is prepaid and permanently satisfied and the lien cancelled in accordance with the law or until collection of the tax by the legislative body of the City ceases.

21-36.3 Financial Director Duty. The Finance Director of the City, located at 420 South Imperial Avenue, Imperial, California, (760) 355-4373 is hereby authorized and directed each fiscal year to determine the specific tax rate and amount to be levied for the next ensuing fiscal year for each parcel of real property within the District, in the manner and as provided in the Rate and Method of Apportionment.

21-36.4 Exempt Properties. Properties or entities of the State, federal or local governments shall be exempt from any levy or the special taxes, to the extent set forth in the Rate and Method of Apportionment. In no event shall the special taxes be levied on any parcel within the District in excess of the maximum tax specified in the Rate and method of Apportionment.

21-36.5 Use of Funds. All of the collect ions of the special tax shall be used as provided for in the Act, the Rate and Method of Apportionment, and in the Ordinance of Formation including, but not limited to, the payment of principal and interest on the Bonds, the replenishment of the reserve fund for the Bonds, the payment of the costs of the Facilities the payment of the costs of the City in administering the District and the costs of collection and administering the special tax.

21-36.6 Collection of Tax. The special taxes shall be collected from time to time as necessary to meet the financial obligations of the District on the secured real property tax roll in the same manner as ordinary ad valorem taxes are collected. The Finance Director of the City is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of Imperial and to otherwise take all actions necessary in order to effect proper

billing and collection of the special tax, so that the special tax shall be levied and collected in sufficient amounts and at the times necessary to satisfy the financial obligations of the District in each fiscal year until these Bonds are paid in full and provision has been made for payment of all of the administrative costs of the District.

Notwithstanding the foregoing, the Finance Director of the City may collect one or more installments of the special taxes by means of direct billing by the City of the property owners within the District, if, in the judgment of the Finance Director, such means of collection will reduce the administrative burden on the City in administering the District or is otherwise appropriate in the circumstances. In such event, the special taxes shall become delinquent if not paid when due as set forth in such respective billing to the property owners.

Whether the special taxes are levied in the manner provided in the first or the second preceding paragraph, the special taxes shall have the same lien priority, and be subject to these same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent special tax payments.

21-36.7 Partial Invalidity. The City Council hereby determines that all proceeds were valid and in conformity with the requirements of Title 5, Division 2, Part 1, Chapter 2.5 of the California Government Code. If for any reason any portion of this ordinance found to be invalid, or if the special tax is found inapplicable to any particular parcel within the District, by a Court of competent jurisdiction, the balance of this resolution and the application of the special tax to the remaining parcels within the District shall not be affected.

SECTION 3. Incorporation of Recitals. The Recitals set forth above are incorporated herein, are made findings and determination of the City Council, and are an operative part of this Ordinance.

SECTION 4. Special Taxes. This City Council does, by the passage of this Ordinance, authorize the levy of special taxes on taxable properties located in the District pursuant to the Rate and Method of Apportionment as set forth in Exhibit "A" as adopted in Resolution 2024-55 (the "Rate and Method").

SECTION 5. Annual Levy of Special Taxes. This City Council, acting in its capacity as the legislative body of the District, is hereby further authorized, by resolution, to annually determine the special tax to be levied within the District for the then current tax year or future tax years; provided, however, the special tax to be levied shall not exceed the maximum special tax authorized to be levied pursuant to the Rate and Method.

SECTION 6. Manner of Collection. The special taxes herein authorized to be levied, to the extent possible, shall be collected in the same manner as ad valorem property taxes or in such other manner as this City Council shall determine, including without limitation, direct billing of the affected property owners, and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes. Any special taxes that

may not be collected on the County of Imperial tax roll shall be collected through a direct billing procedure by the Treasurer of the City of Imperial, acting for and on behalf of the District.

SECTION 7. Special Tax Lien. The special taxes authorized to be levied shall be secured by the lien imposed pursuant to Sections 3114.5 and 3115.5 of the Streets and Highways Code of the State of California, which lien shall be a continuing lien to secure each levy of the special tax, shall attach to all non-exempt real property in the District and shall continue in force and effect until the lien is canceled in accordance with law or until collection of the tax by the legislative body ceases.

SECTION 8. Effective Date. This Ordinance shall be effective thirty (30) days after its adoption. Within fifteen (15) days after its adoption, the City Clerk shall cause this Ordinance, or a summary of it, to be published in a newspaper of general circulation in the City of Imperial. The foregoing Ordinance was introduced and the title thereof read at the regular meeting of the City Council the 15th day of January, 2025 and by unanimous vote of the Council members present, further reading was waived.

The City Attorney is authorized to make minor typographical changes to this Ordinance that do not change the substance of this Ordinance;

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial this 15th day of January 2025.

JAMES TUCKER
Mayor

ATTEST:

KRISTINA SHIELDS,
City Clerk

I, Kristina Shields, City Clerk of the City of Imperial, California do hereby certify that Ordinance No. 830 is a full, true, and correct copy, and was introduced at a regular meeting of the Imperial City Council held on January 15, 2025, and adopted at a regular meeting of the City Council held on February 5, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Agenda Item**No.**D-1

DATE SUBMITTED 1/6/2025

SUBMITTED BY Parks & Recreation

DATE ACTION REQUIRED 1/15/2025

COUNCIL ACTION ()

PUBLIC HEARING ()

REQUIRED

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

1. AUTHORIZATION FOR SUNRUNNERS CAR CLUB OF IMPERIAL VALLEY TO HOST THEIR 39TH ANNUAL CARNE ASADA RUN CAR SHOW AT PAPA A. EAGER PARK ON SATURDAY, MARCH 22, 2025, FROM 10 AM - 3 PM
2. APPROVAL OF PARTIAL STREET CLOSURES AT THE INTERSECTIONS OF "G" STREET AND 10TH STREET, "H" STREET AND 10TH STREET, "G" STREET AND 9TH STREET, AND "H" STREET AND 9TH STREET

DEPARTMENT INVOLVED: PARKS AND RECREATION

BACKGROUND/SUMMARY:

Sunrunners Car Club has requested permission to host their 39th Annual Carne Asada Run Car Show at Papa A. Eager Park on Saturday, March 22, 2025, from 10 AM - 3 PM.

In addition, Sunrunners Car Club is requesting the approval of partial street closures at the intersections of "G" Street and 10th Street, "H" Street and 10th Street, "G" Street and 9th Street, and "H" Street and 9th Street, for safety precautions. The requested closure time for the street intersections is from 6 AM to 5 PM. City of Imperial will provide barricades and cones for Sunrunners Car Club to conduct street closure.

Sunrunners Car Club has provided a Certificate of Insurance, naming the City of Imperial as additionally insured, and has also provided an Emergency Operational Plan for the event. For more information, or to review the 39th Annual Carne Asada Run Car map of the event layout, please see the attached documents.

FISCAL IMPACT:

FINANCE
INITIALS

JMS

STAFF RECOMMENDATION: It is the department's recommendation for City Council to approve

DEPT. INITIALS



MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

OTM

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

APPROVED ()
DISAPPROVED ()

REJECTED ()
DEFERRED ()

REFERRED TO:



City of Imperial

SPECIAL EVENT APPLICATION

\$ _____ Application Fee

PROPOSED SITE PLAN MUST BE INCLUDED WITH APPLICATION

Event Location: <u>EAGLE PARK</u>			
Event Name: <u>39TH ANNUAL CARVE ASHOK</u>		Date(s) of Event (Days/Dates): <u>MARCH 22, 2025</u>	
Set-Up Time: <u>6:00AM to 10:00AM</u>	Program Time: <u>10:00AM to 3:00PM</u>	Clean-Up Time: <u>3^{PM} to 5^{PM}</u>	

Group/Organization: <u>SUNRUNNERS CAR CLUB OF IMPERIAL VALLEY</u>			
Contact Person: <u>MICHAEL TAYLOR</u>		Alternate Contact Person: <u>CHERYL TAYLOR</u>	
Address: _____		Address: _____	
City & Zip Code: <u>HOLTVILLE 92250</u>		City & Zip Code: <u>HOLTVILLE 92250</u>	
Phone: _____ Cell Phone: _____		Phone: _____ Cell Phone: _____	
Email Address: <u>MIKET5289@GMAIL.COM</u>		Email address: <u>CTAYLOR1284@HOTMAIL</u>	

Anticipated Total Event Attendance: 500

Event Description (Please describe purpose of event and activities): CAR SHOW

What Assistance is requested from the City? STREET CLOSURES, RESTROOM SERVICE, ELECTRONIC SIGNS IF AVAILABLE

Is this event open to the public?	☒ Yes ☐ No	If yes, please describe accessible toilets & hand wash stations:	
Will admission fees be charged?	Yes ☐ No ☒	If yes, please provide fee amount:	_____
Will food/beverages be sold?	☒ Yes ☒ No	If yes, will a temporary food facility permit be obtained?	☒ Yes ☐ No
Will alcohol be served?	Yes ☐ No ☒	If yes, will an ABC permit be obtained?	Yes ☐ No ☒
Will other items be sold?	☒ Yes ☐ No	If yes, how many vendors? <u>5</u>	(Please attach vendor list) <u>TBD</u>
Will security be provided?	☒ Yes ☐ No	Will there be sound amplifications?	☒ Yes ☐ No
Describe the parking/traffic plan: <u>SEE ATTACHED SITE MAP</u>			

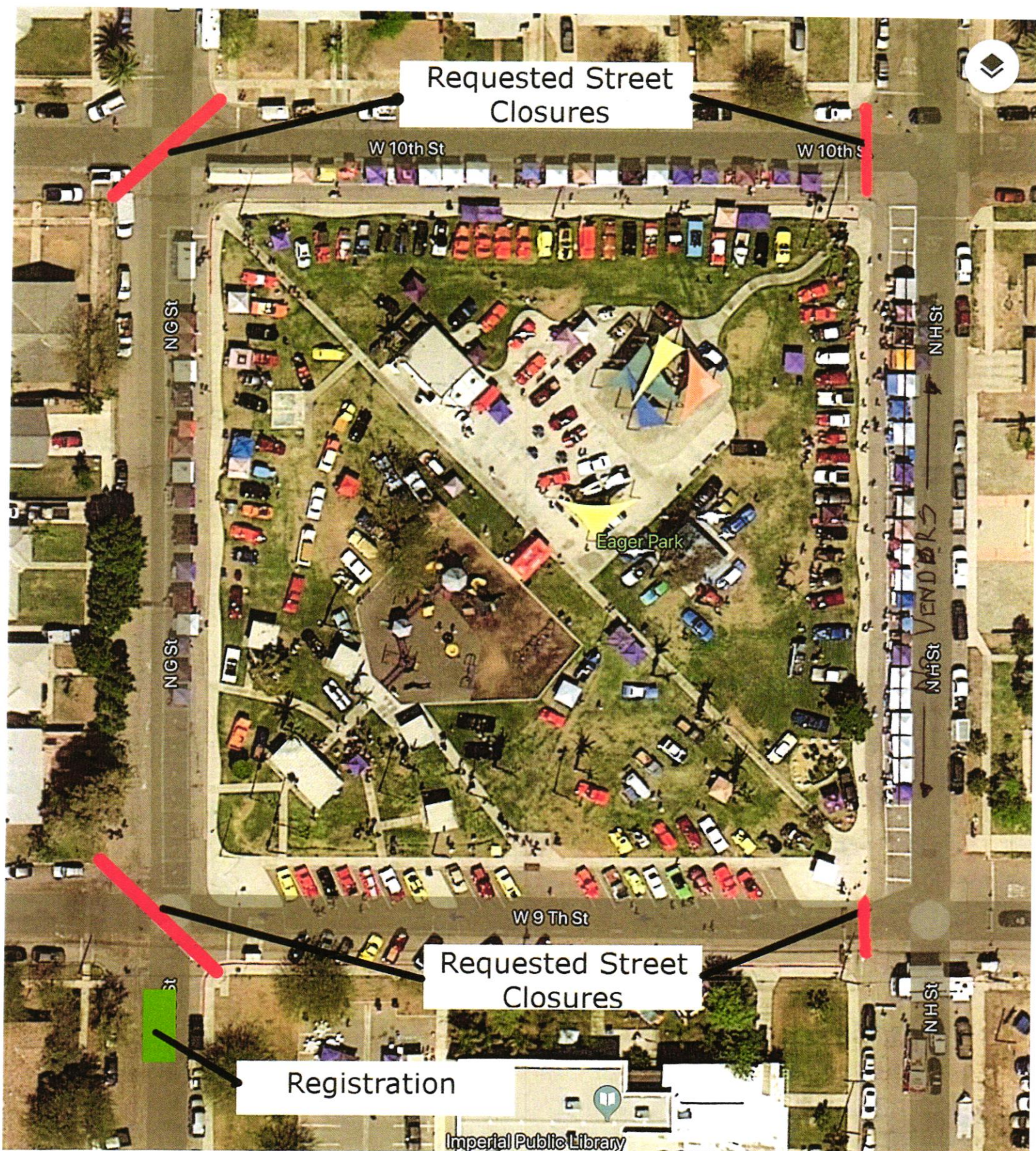
EVENT AGREEMENT

I/We hereby certify that we shall be personally responsible, on behalf of our group/organization, for any damage or abuse of buildings, grounds, fields, equipment, or other facilities through the use of said premises by our group/organization. I/We agree to indemnify, hold harmless, defend and reimburse the City, its officers, employees, volunteers and agents from any liability, damage, penalty, expense or loss of any nature, including but not limited to, liability for injury to or death of persons, or damage to property arising out of or in connection with the event or approximately caused by the negligent or intentional act or omission of the applicant, or any person who is under the applicant's control. I/We agree to abide by and enforce the rules and regulations of the City of Imperial.

Signature of Applicant: Michael Taylor Date: 11-20-2024

FOR OFFICE USE ONLY

Date Received/Initials:	Applicant Contacted:	SPECIAL EVENTS COMMITTEE
DOCUMENT CHECKLIST	ADDITIONAL REQUIREMENTS	Emailed to Committee:
Site Map ☐ Rec'd _____ N/A	Business License ☐ N/A Rec'd _____	COMMITTEE REVIEW DATE:
Insurance ☐ Rec'd _____ N/A	Vendor List ☐ N/A Rec'd _____	Police
Property Approval ☐ Rec'd _____ N/A	Health Permit ☐ N/A Rec'd _____	Fire
Fees Due ☐ Rec'd _____	ABC License ☐ N/A Rec'd _____	Public Works
Receipt # _____	Security ☐ N/A Rec'd _____	Community Development
Notes:		Administrative Services
		Event Approved <u>[Signature]</u>



Sunrunners Car Club 39th Annual Carne Asada Run
Event Map

Event Date: 3/22/2025

Location: Eager Park, Imperial CA

11



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2024

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	HARDING INSURANCE AGENCY, INC. PO BOX 131360 Carlsbad, CA 92013-1360 License #: 0F09658	CONTACT NAME: Carmelita Mata PHONE (A/C, No, Ext): (760)603-1100 FAX (A/C, No): (760)603-1102 E-MAIL ADDRESS: csr@hardinginsuranceonline.com
INSURED	SAN DIEGO ASSOCIATION OF CAR CLUBS PO BOX 601384 San Diego, CA 92160	INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance Co. NAIC #: 25895 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 00006488-1469834

REVISION NUMBER: 36

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:	Y		NBP1563718B	04/20/2024	04/20/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		NBP1563718B	04/20/2024	04/20/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☒ DED ☐ RETENTION \$ 0	Y		XL 1626501A	04/20/2024	04/20/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Sunrunners Car Club of Imperial Valley**Type of Event: Car Show****Event Dates: March 22, 2025****Location of Event: 10th and G Streets, Imperial, Ca 92251, United States****City of Imperial and Los Vigilantes is additional insured(s) as it pertains to general liability and excess liability insurance.**

CERTIFICATE HOLDER

CANCELLATION

City of Imperial
101 E. 4th Street
Imperial, CA 92251

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(CMM)

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Agenda Item No. D-2

DATE SUBMITTED 01/08/2025
 SUBMITTED BY Human Resources
 DATE ACTION REQUIRED 01/15/2025

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: 1. Adopt the proposed resolution # 2025-01 to provide a 5% stipend to the staff designated as the Cross-Connection Control Program Coordinator.				
DEPARTMENT INVOLVED: Human Resources				
BACKGROUND/SUMMARY: The City of Imperial is requesting the Council's consideration for approval to provide a 5% stipend for the staff designated as the Cross-Connection Control Program Coordinator. The coordinator will be responsible for the reporting, tracking and other administration duties of the Cross-Connection Control Program. The recommendation for a 5% stipend is due to the additional duties that will be required of the coordinator beyond their regular position. Please see attached resolution for more detail.				
FISCAL IMPACT: NOT TO EXCEED The fiscal impact is 5% of the base salary of the designated Cross-Connection Control Program Coordinator.	FINANCE INITIALS <u>JMS</u>			
STAFF RECOMMENDATION: Recommendation to approve and adopt resolution # 2025-01	DEPT. INITIALS <u>KWS</u>			
MANAGER'S RECOMMENDATION: Approve Staff Recommendation	CITY MANAGER'S INITIALS <u>OTM</u>			
MOTION:				
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RESOLUTION NO. 2025-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, PROVIDING A 5% STIPEND FOR THE CROSS-CONNECTION CONTROL PROGRAM COORDINATOR

WHEREAS, the State Water Resources Control Board adopted a Cross-Connection Control Policy Handbook on 12/19/2023 which became effective 07/01/2024, to protect public health by establishing standards to ensure a public water system's drinking water distribution system is not subject to the backflow of liquids, gases or other substances. This handbook contains standards for backflow protection and cross-connection control; and

WHEREAS, the Cross-Connection Control Program requires a Cross-Connection Control Program Coordinator to be designated that is responsible for reporting, tracking, and other administration duties of the Cross-Connection Control Program; and

WHEREAS, the City of Imperial, California (hereinafter referred to as the "City"), is seeking to appoint a Cross-Connection Control Program Coordinator for the City's Cross-Connection Control Program; and

WHEREAS, the Cross-Connection Control Program Coordinator will be appointed by the Public Services Director or designee of the City Manager; and

WHEREAS, the designated Cross-Connection Program Coordinator possesses the following qualifications, demonstrating their exceptional ability to contribute significantly to the City:

- Is certified as a Cross-Connection Control Program Specialist in good standing;
- Knowledgeable about cross-connection control, and ability to identify actual and potential hazards;
- Ability to apply principles of backflow protection and prevention, and implement cross-connection control policies and procedures; and

WHEREAS, the appointed Cross-Connection Control Program Coordinator will be entrusted with additional duties beyond their required regular position, requiring them to utilize their knowledge and expertise in cross-connection control; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial, California, as follows:

1. **Findings.** Council hereby finds that all recitals are true and correct. The Council also finds the need for additional duties that the staff designated as the Cross-Connection Control Program Coordinator shall perform in addition to their regular duties.
2. **Stipend Authorization.** The City Council hereby authorizes a 5% stipend to be added to the base salary of the designated Cross-Connection Control Program Coordinator, in recognition

of the additional duties in which they are qualified and shall perform, and anticipated contributions to the City.

3. **Effective Date.** This Resolution shall take effect immediately upon its passage and adoption.

APPROVED, PASSED, AND ADOPTED at a regular meeting of the Imperial City Council this 15th day of January 2025.

JAMES TUCKER,
Mayor

ATTEST:

KRISTINA SHIELDS,
City Clerk

I, Kristina Shields, City Clerk of the City of Imperial, California, hereby certify that the foregoing Resolution No. 2025-01 was duly adopted at a meeting of the Imperial City Council at its meeting held on the 15th day of January, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Imperial, California, on January 15, 2025.

KRISTINA SHIELDS,
City Clerk

Agenda Item No. D-3

DATE SUBMITTED 01/08/2025
 SUBMITTED BY Human Resources
 DATE ACTION REQUIRED 01/15/2025

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: 1. Adopt the proposed resolution # 2025-02 to approve the City Manager or designee of the City Manager to appoint the City Engineer in writing.				
DEPARTMENT INVOLVED: Human Resources				
BACKGROUND/SUMMARY: The City of Imperial is requesting the Council's consideration to approve the City Manager or designee of the City Manager to appoint the City Engineer in writing. The City Engineer will be responsible for approving plans and specifications along with a broad range of critical city services such as those listed in the City's municipal code. The City Manager or designee of the City Manager will document any changes in status to the appointed City Engineer in writing. Please see attached resolution for more detail.				
FISCAL IMPACT: NOT TO EXCEED There is no fiscal impact associated with this action.	FINANCE INITIALS <u>JMS</u>			
STAFF RECOMMENDATION: Recommendation to approve and adopt resolution # 2025-02.	DEPT. INITIALS <u>KWS</u>			
MANAGER'S RECOMMENDATION: Approve Staff Recommendation	CITY MANAGER'S INITIALS <u>JTM</u>			
MOTION:				
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SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()		

RESOLUTION NO. 2025-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, DESIGNATING A CITY ENGINEER

WHEREAS, the City of Imperial, California (hereinafter referred to as the "City"), is seeking to appoint a City Engineer; and

WHEREAS, the City Engineer will be appointed by the City Manager or designee of the City Manager in writing; and

WHEREAS, upon the City Engineer vacating their post the City Manager or designee of the City Manager will document any changes in status to the appointed City Engineer in writing to track when the position is vacated and when the position is appointed to a different individual; and

WHEREAS, the appointed City Engineer possesses the following qualifications, demonstrating their exceptional ability to contribute significantly to the City:

- Maintains a current Professional Civil Engineering license in good standing in the State of California;
- Has the knowledge and experience necessary to approve City plans and specifications; and

WHEREAS, the City Engineer will be responsible for approving plans and specifications along with a broad range of critical city services such as those listed in the City's municipal code; and

WHEREAS, the City may continue to assert the design immunity defense in reliance on plans and specifications approved by duly qualified and appointed City Engineers, including past, present, and future appointed City Engineers; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial, California, as follows:

1. **Findings.** Council hereby finds that all recitals are true and correct. The Council approves the City Manager or designee of the City Manager to appoint the City Engineer.
2. **Effective Date.** This Resolution shall take effect immediately upon its passage and adoption.

APPROVED, PASSED, AND ADOPTED at a regular meeting of the Imperial City Council this 15th day of January 2025.

JAMES TUCKER,
Mayor

ATTEST:

KRISTINA SHIELDS,
City Clerk

I, Kristina Shields, City Clerk of the City of Imperial, California, hereby certify that the foregoing Resolution No. 2025-02 was duly adopted at a meeting of the Imperial City Council at its meeting held on the 15th day of January, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Imperial, California, on January 15, 2025.

KRISTINA SHIELDS,
City Clerk

Agenda Item No. D-4

DATE SUBMITTED 01/08/2025
 SUBMITTED BY Human Resources
 DATE ACTION REQUIRED 01/15/2025

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: 1. Approval and adoption of the Naloxone Policy and Procedures.				
DEPARTMENT INVOLVED: Human Resources				
BACKGROUND/SUMMARY: The City of Imperial is requesting the Council's consideration in the adoption of the Naloxone Policy and Procedures which will apply to all city staff. The purpose of the Naloxone Policy and Procedures is to provide direction on the administration of Naloxone which is an opioid antagonist that has been designed to reserve the respiratory depression caused by an overdose of opioids. The City has developed this policy to support the reduction in the number of fatal opioid overdoses in the community and increase employee safety. This policy will also provide staff with direction on training required prior to administer Naloxone as well as steps to take when determining and administering Naloxone.				
FISCAL IMPACT: NOT TO EXCEED There is no fiscal impact associated with this action.	FINANCE INITIALS <u>UMS</u>			
STAFF RECOMMENDATION: Recommendation to approve and adopt the Naloxone Policy and Procedures.	DEPT. INITIALS <u>KWS</u>			
MANAGER'S RECOMMENDATION: Approve Staff Recommendation	CITY MANAGER'S INITIALS <u>JHM</u>			
MOTION:				
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SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()		

POLICY NAME: Naloxone Policy and Procedures	AUTHORITY: City of Imperial
APPLICATION: All Employees	DATE APPROVED: PENDING CC Approval City Council Agenda Item – January 15, 2025



CITY OF IMPERIAL NALOXONE POLICY AND PROCEDURES

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CITY OF IMPERIAL

NALOXONE POLICY AND PROCEDURES

I. POLICY

According to the Centers for Disease Control and Prevention (CDC), "The United States is experiencing an epidemic of drug overdose (poisoning) deaths. Since 2000, the rate of deaths from drug overdoses has increased 137 percent, including a 200 percent increase in the rate of overdose deaths involving opioids." Naloxone hydrochloride ("naloxone") is an opioid antagonist designed to reverse the respiratory depression caused by an overdose of opioids.

In 2017, in an effort to reduce morbidity and mortality associated with opioid overdose, the California Department of Public Health (CDPH) issued a [statewide standing order](#) permitting, through an application process, *community organizations and other entities that are not currently working with a physician to obtain and distribute naloxone to a person at risk of an opioid-related overdose.* According to the CDPH standing order, "naloxone has very few negative effects, no effect if opioids are not in a person's system, and no potential for abuse. Naloxone requires a prescription but is not a controlled substance."

[California Civil Code 1714.22 \(f\)](#) states:

Notwithstanding any other law, a person who possesses or distributes an opioid antagonist pursuant to a prescription or standing order shall not be subject to professional review, be liable in a civil action, or be subject to criminal prosecution for this possession or distribution. Notwithstanding any other law, a person not otherwise licensed to administer an opioid antagonist, but trained as required under paragraph (1) of subdivision (d), who acts with reasonable care in administering an opioid antagonist, in good faith and not for compensation, to a person who is experiencing or is suspected of experiencing an overdose shall not be subject to professional review, be liable in a civil action, or be subject to criminal prosecution for this administration.

[Health and Safety Code 1799.113](#) provides qualified immunity and states:

(a) (1) A person who, in good faith and not for compensation, renders emergency treatment at the scene of an opioid overdose or suspected opioid overdose by administering an opioid antagonist shall not be liable for civil damages resulting from an act or omission related to the rendering of the emergency treatment. (2) A person who, in good faith and not for compensation, furnishes an opioid antagonist to a person for use at the scene of an opioid overdose or suspected opioid overdose shall not be liable for civil damages resulting from an act or omission related to the furnishing of the opioid antagonist.

(b) This section does not apply to an act or omission related to the rendering of emergency treatment at the scene of an opioid overdose or suspected opioid overdose by means of an opioid antagonist that constitutes gross negligence or willful or wanton misconduct.



CITY OF IMPERIAL

NALOXONE POLICY AND PROCEDURES

The City of Imperial ("Agency") prioritizes the safety and welfare of our community and personnel.

The Agency will designate a coordinator responsible for administering established procedures to support this policy and will provide supplies and training on the administration and use of naloxone.

The Agency supports the overall objective to reduce the number of fatal opioid overdoses in the community and increase employee safety.

II. DEFINITIONS

- A. *Opioid Overdose*. An acute, life-threatening medical condition caused by the excessive intake of opioids (e.g., heroin, morphine, fentanyl, tramadol, oxycodone). This serious medical condition causes the victim to suffer from symptoms including but not necessarily limited to an altered level of consciousness, pinpoint pupils, respiratory arrest, and can lead to death.
- B. *Naloxone Hydrochloride*. A medication used for the treatment of a known or suspected Opioid Overdose; a narcotic antagonist which works by affecting opiate receptor sites within the brain. Naloxone is commonly referred to by the brand name Narcan.
- C. *Authorized Employee*. An individual employed by the Agency who has received training on Opioid Overdose prevention and the proper use and administration of naloxone. Authorized Employees are permitted to administer naloxone without additional approval in cases where an Opioid Overdose is suspected.
- D. *Intranasal*. Administered through the nose. The nasal cavity is covered by a thin mucosa, which is extremely vascular and provides a direct route into the bloodstream of the victim. Therefore, when naloxone is administered via spray into the victim's nose, it can be quickly effective.
- E. *Secure Storage Area*. A climate-controlled location where access to naloxone is restricted and controlled.
- F. *Naloxone Kit*. A kit includes two nasal spray doses of naloxone and may also include a zipper plastic bag, face mask, mouth shield/breathing mask, and medical-grade latex gloves.
- G. *Opioid Antagonist*. Naloxone hydrochloride or any other opioid antagonist that is approved by the United States Food and Drug Administration for the treatment of an opioid overdose.

III. PROCEDURES

- A. Coordinator



CITY OF IMPERIAL

NALOXONE POLICY AND PROCEDURES

The Human Resources Manager will act as the Agency's coordinator with the following responsibilities:

1. Identifying employees permitted to carry and administer naloxone (public safety, library services, or any other employee who may reasonably come into contact with individuals who are unhoused or experiencing opioid addiction may be permitted to carry naloxone).
2. Maintaining a roster of employees trained in Opioid Overdose prevention and naloxone administration.
3. Maintaining records of naloxone issuance and administration.
4. Establishing a Secure Storage Area and restricting and controlling access.
5. Maintaining Naloxone Kits and obtaining new kits prior to their expiration.
6. Coordinating new and continued training for Authorized Employees.
7. Retaining completed reports on naloxone use.

B. Administration

1. Only employees who have completed training in Opioid Overdose prevention and the use and administration of naloxone are permitted to carry and administer it.
2. Authorized Employees should obtain naloxone from the Secure Storage Area at the beginning of each shift and return unused doses at the end of each shift. Upon collection and return, each employee should complete an inventory log (Appendix A), which includes the kit number, date, and time the medication is logged out and returned. Each kit and all related equipment must be returned to the Secure Storage Area at the end of each shift.
3. Upon receipt of a kit, Authorized Employees should conduct an inspection to confirm it is in good condition and unexpired. This should include an inspection of the kit's exterior to ensure it is clean and undamaged. Expired or damaged kits should be immediately returned to the coordinator.
4. Authorized Employees should keep kits in a location easily accessible for use when needed, but out of direct sunlight. Lost kits must be reported immediately to the coordinator.
5. Naloxone should only be administered to adults and children older than one year. The dose is the same for both adults and children. Naloxone should not be administered to infants under one year of age.

C. Training

Before being permitted to carry and administer naloxone, Authorized Employees are required to complete Opioid Overdose prevention training.



CITY OF IMPERIAL

NALOXONE POLICY AND PROCEDURES

Training should include the following:

1. How to prevent an overdose
2. How to recognize an opioid overdose, including how to check responsiveness
3. How to store naloxone
4. How to administer naloxone
5. How to alert emergency medical services
6. How to administer rescue breathing
7. How to place the subject in the recovery position
8. How to provide post-overdose care

This training may be completed virtually or in person.

For Authorized Employees who may be out in the field (e.g., code enforcement or animal control officers), a reminder about verifying scene safety is appropriate. This includes reviewing the surrounding area to confirm the scene is safe to prevent the employee from becoming a victim themselves. This step aligns with the American Heart Association's basic life support training. Local law enforcement is recommended as a source to discuss verifying scene safety.

Required trainings include:

- [CDPH Administering Naloxone Training Video \(You Tube\)](#)
- CPR/AED/First Aid Training with Naloxone Training
- Naloxone Refresher Training (every two years)
- Bloodborne Pathogen Training

The Agency's Bloodborne Pathogens Exposure Control Plan is available on the City of Imperial Employee Intranet, or can be requested directly from a supervisor, manager, department head, or from the Human Resources and Risk Management Department.

D. Steps

1. Assess the victim for lack of breathing, pulse, and unresponsiveness prior to administering naloxone. If unresponsive, and another person is available, ask them to call 911.
2. If unresponsive, check the victim's airway to ensure it is unobstructed. Ask bystanders if it is known if the victim is an opioid user. Conduct a brief visual survey of the victim and the immediate vicinity for any obvious evidence of drug use or exposure.



CITY OF IMPERIAL

NALOXONE POLICY AND PROCEDURES

Characteristics that may indicate an Opioid Overdose include, but are not limited to:

- Falling asleep or loss of consciousness
 - Constricted (pinpoint) pupils
 - Unresponsive to verbal or physical stimulus
 - Awake, but unable to speak
 - Pulse (heartbeat) is slow, irregular, or not present
 - Breathing is very slow and shallow, irregular, or has stopped
 - Choking sounds, or a snore-like gurgling noise
 - Vomiting
 - Body is very limp
 - Face is very pale or clammy
 - Fingernails and lips turn blue or purplish black
3. Administer naloxone intranasally in accordance with the mandatory training provided:
 - a. Gently tilt the victim's head back and ensure the nasal cavity is clear
 - b. Hold the nasal spray by placing your thumb on the bottom of the plunger and your first and middle fingers on either side of the nozzle
 - c. Insert the nasal spray nozzle into one (1) nostril until your fingers, on either side of the nozzle, are against the bottom of the victim's nose
 - d. Press the plunger firmly to administer the full dose into the nostril
 - e. Remove the nasal spray from the victim's nostril after administering the dose
 4. If 911 has not been called, call 911 and notify emergency medical services (EMS)/first responders.
 5. While waiting for EMS, initiate rescue breathing as needed until the victim can adequately breathe on their own. If the Authorized Employee is trained in CPR, this technique can also be used.
 6. Once the victim is breathing on their own, place them on their side in the recovery position to avoid aspiration.
 7. Continue constant observation until first responders arrive.

Administration may result in immediate withdrawal symptoms in victims who are opioid dependent. Symptoms of withdrawal may include but are not



CITY OF IMPERIAL

NALOXONE POLICY AND PROCEDURES

limited to nausea/vomiting, cardiac arrest, nosebleeds, or in rare cases, aggressive behavior.

8. If the victim does not respond after 2 minutes, a second dose may be required. A second dose may also be required if the lifesaving effects wear off before EMS/first responders arrive and should be administered in the alternate nostril. Do not attempt to reuse the nasal spray. Each nasal spray contains a single dose and cannot be reused.

If the victim is unresponsive, do not try to shock them awake by exposing them to extreme temperatures (such as an ice bath). The bodies of individuals experiencing an Opioid Overdose are more susceptible to conditions such as hypothermia as their bodies are much weaker than normal.

9. Prior to administering a second dose, using a new nasal spray, confirm that first responders are en route to the location.

10. Defer to the authority of first responders once they arrive on the scene.

E. Disposal

Ensure the used nasal spray device(s) is/are properly disposed of by surrendering it/them to on-scene first responders or by placing it/them into a hazardous materials disposal container.

F. Documentation and Reporting

1. Verbally advise first responders of the approximate time naloxone was administered and any change in the victim's condition.
2. Complete a Naloxone Use Report (Appendix B), which should include all pertinent information related to the administration of naloxone, including the location of the incident.
3. Complete additional reports that may be required, such as an Agency's internal incident report, detailing all pertinent information, including observations and actions at the scene.
4. Upon completion, immediately submit all reports to the coordinator. All documentation should be securely filed and retained indefinitely.



CITY OF IMPERIAL
NALOXONE POLICY AND
PROCEDURES
APPENDIX A
NALOXONE INVENTORY LOG

Date	Employee Name	Kit #	Expiration Date	Log In/Out	Signature



CITY OF IMPERIAL
NALOXONE POLICY AND
PROCEDURES
APPENDIX B
NALOXONE USE REPORT

Reporting Employee: _____

Employee's Supervisor: _____

Incident Location (address, if known): _____

Date: _____

Time: _____

1. How many overdose victims were treated?

☐ 1 ☐ 2

2. Were any children 12 years old or younger, who were associated with the overdose victim, present at the scene of the overdose?

☐ None ☐ 1 ☐ 2 ☐ 3 or more

3. Where did the drug overdose occur?

☐ Residence ☐ Business ☐ Office

☐ Street ☐ Parking Lot ☐ Open Space ☐ Other: _____

4. Perceived gender of the overdose victim:

☐ Male ☐ Female ☐ Unknown

5. Perceived age range of the overdose victim:

☐ 17 or less ☐ 18-29 ☐ 30-40 ☐ 41-60 ☐ 61 and over ☐ Unknown

6. Perceived race-ancestry of the overdose victim:

☐ Caucasian/White ☐ Hispanic/Latino ☐ African American/Black

☐ Asian/Pacific Islander ☐ Native American ☐ Unknown

7. Overdose symptoms (check all that apply):

☐ Awake, but unable to speak ☐ Breathing slow, shallow, irregular, stopped

☐ Unresponsive to stimuli ☐ Falling asleep or loss of consciousness

☐ Choking or gurgling sounds ☐ Fingernails and lips blue or purplish black

☐ Constricted (pinpoint) pupils ☐ Limp body ☐ Face pale or clammy

☐ Other: _____



**CITY OF IMPERIAL
NALOXONE POLICY AND
PROCEDURES**

**APPENDIX B
NALOXONE USE REPORT**

(CONTINUED)

8. What drugs were associated with the overdose?

- ☐ Heroin ☐ Morphine ☐ Fentanyl ☐ Oxycodone ☐ Codeine
☐ Methadone ☐ Cocaine/Crack ☐ Meth ☐ Alcohol
☐ Unknown ☐ Other: _____

9. How many doses of naloxone were administered to the victim?

- ☐ 1 ☐ 2

10. What was the overdose victim's response to the naloxone treatment?

- ☐ Revived ☐ Died ☐ Undetermined

11. Did you experience any problems using the naloxone kit?

- ☐ No ☐ Yes

If yes, please describe: _____



**CITY OF IMPERIAL
NALOXONE POLICY AND
PROCEDURES**

APPENDIX C

**EMPLOYEE ACKNOWLEDGMENT OF
RECEIPT OF NALOXONE POLICY AND PROCEDURES**

My signature below acknowledges that I have received my copy of the City of Imperial's Naloxone Policy and Procedures ("Policy") and that I have read the Policy and understand my rights and obligations under the same.

I understand that this Policy only represents the City of Imperial's current policies, procedures, rights, and obligations. Regardless of what the Policy states or provides, the City of Imperial retains the right to add, change, or delete provisions of the Policy at any time and in its sole discretion.

By signing below, I agree to abide by all provisions of the Policy. I understand that failure to fully comply with all provisions of the Policy may lead to disciplinary action, up to and including termination.

PRINT FULL NAME: _____

SIGNATURE: _____

DATE: _____

(RETAIN IN EMPLOYEE PERSONNEL FILE)

Agenda Item No. D-5

DATE SUBMITTED 01/08/2025
 SUBMITTED BY Human Resources
 DATE ACTION REQUIRED 01/15/2025

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: 1. Approval and adoption of the Injury and Illness Prevention Program (IIPP).				
DEPARTMENT INVOLVED: Human Resources				
BACKGROUND/SUMMARY: The City of Imperial is requesting the Council's consideration in the adoption of the City of Imperial Injury and Illness Prevention Program (IIPP) to replace the current Injury Illness Prevention Program (IIPP) Safety Management Program (Rev. 01/15). The purpose of this revised policy is to ensure the City's policy includes up to date California state requirements. The revised policy will provide staff with up to date information on the expectations and standards for preventing illness and injury as well as an updated Hazardous/Unsafe Condition report to report any hazards. The policy provisions apply to all city staff.				
FISCAL IMPACT: NOT TO EXCEED There is no fiscal impact associated with this action.	FINANCE INITIALS <u>JMS</u>			
STAFF RECOMMENDATION: Recommendation to approve and adopt the City of Imperial Injury and Illness Prevention Program (IIPP) to replace the current Injury Illness Prevention Program (IIPP) Safety Management Program (Rev. 01/15).	DEPT. INITIALS <u>KWS</u>			
MANAGER'S RECOMMENDATION: Approve Staff Recommendation	CITY MANAGER'S INITIALS <u>ATHM</u>			
MOTION:				
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;"> SECONDED: AYES: NAYES: ABSENT: </td> <td style="width: 33%; text-align: center;"> APPROVED () DISAPPROVED () REFERRED TO: </td> <td style="width: 33%; text-align: center;"> REJECTED () DEFERRED () </td> </tr> </table>		SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()		

POLICY NAME: Injury and Illness Prevention Program (IIPP)	AUTHORITY: City of Imperial
APPLICATION: All Employees	DATE APPROVED: PENDING CC Approval City Council Agenda Item – January 15, 2025



CITY OF IMPERIAL
INJURY AND ILLNESS
PREVENTION PROGRAM (IIPP)

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INJURY AND ILLNESS PREVENTION PROGRAM (IIPP)		



CITY OF IMPERIAL
INJURY AND ILLNESS
PREVENTION PROGRAM (IIPP)

I. POLICY

We have established this written Injury and Illness Prevention Program (IIPP) in accordance with Title 8, California Code of Regulations, Section 3203, of the General Industry Safety Orders. All employees are required to comply with our safety and health policies and practices. This includes employees at every level and in all positions.

This IIPP includes the following elements:

- Responsibility and Authority
- Compliance
- Communication
- Hazard Assessment
- Accident Investigation
- Hazard Correction
- Training and Instruction
- Record Keeping

II. RESPONSIBILITY AND AUTHORITY

The Human Resources Manager is the designated IIPP Administrator and has the authority and responsibility for implementing and maintaining this IIPP.

Managers and supervisors are responsible for implementing and maintaining the IIPP in their work areas and for answering employee questions about the IIPP. Employees are responsible for understanding and following the requirements of the IIPP and for asking questions when direction is unclear. All employees, including managers and supervisors are responsible for complying with safe work practices. Any employee observing an unsafe behavior or condition must report it to their Supervisor or Manager, verbally or in writing.

Below is a list of involved departments and managers and supervisors responsible for implementing and maintaining the IIPP in their work areas:

- City Manager's Administrative Offices: Finance Manager, Human Resources Manager, Administrative Services Director, Innovation & Technology Director, Assistant to the City Manager, and City Manager
- Community Development – Community Development Director
- Library Department – Library Administrator
- Parks and Recreation – Recreation Coordinator, Special Events Coordinator and Director of Parks and Recreation
- Imperial Police Department – Police Sergeant, Police Captain and Chief of Police



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PREVENTION PROGRAM (IIPP)

- Public Services – Fleet and Facilities Supervisor, Public Services Foreman, Water Plant Chief Operator, Wastewater Plant Chief Operator, Public Services Manager, and Public Services Director

A copy of the citywide IIPP is available electronically on the intranet website:

<https://www.cityofimperial.org/intranet>

Additionally, a copy of our IIPP is available from each manager and supervisor. Employees, or a designated representative, will be provided access to the IIPP in a reasonable time, place, and manner, but no later than five business days of a request to their manager or supervisor.

The department IIPP supplements provide department-specific information and additional direction. The following departments have department specific IIPP supplements:

Community Development

- Community Development Department Safety Standards
- For the Code Enforcement Inspector, Building Inspector and Engineering Technician

Imperial Police Department

- Imperial PD Policy Manual - Policy 1031 "Illness and Injury Prevention"

III. COMPLIANCE

All employees, including managers and supervisors, are responsible for using safe work practices; following all directives, policies, and procedures; and assisting in maintaining a safe work environment.

The system to ensure all employees comply with these practices includes the following:

- Informing employees of the requirements within our IIPP in a readily understandable language
- Training all employees on general safety policies, rules, and work practices
- Recognizing employees who perform safe and healthful work practices
- Providing additional training to employees whose safety performance is deficient
- Disciplining employees for failure to comply with safe and healthful work practices

The department IIPP supplements outline department-specific compliance requirements.



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IV. COMMUNICATION

All managers and supervisors are responsible for communicating with all employees about occupational safety and health in a form readily understandable by all employees. Our communication system encourages all employees to inform their managers and supervisors about workplace hazards without fear of reprisal. Employees can report workplace hazards anonymously by completing a Hazardous/Unsafe Condition Report (Attachment A). A copy of the completed form is sent to the Manager or Supervisor of the area where the hazardous condition or activity took place. Additional copies are provided to the designated IIPP Administrator for recordkeeping purposes. The form is reviewed by the Manager or Supervisor who will initiate corrective actions as appropriate.

Our communication system includes:

- New employee orientation including a discussion of safety and health policies and procedures
- Review of our IIPP
- Safety training programs
- Regularly scheduled safety meetings
- Posted or distributed safety information

Additional details are outlined in the department IIPP supplements.

V. HAZARD ASSESSMENT

Periodic inspections will be conducted to evaluate physical hazards, use of hazardous materials, and safe work practices. The periodic inspection schedule and the responsibility for conducting the inspections are included in the department IIPP supplements.

In addition to the department periodic inspection schedule, inspections will be conducted as required in the following situations:

- When we initially established our IIPP;
- When new substances, processes, procedures, or equipment that present potential new hazards are introduced into our workplace;
- When new, previously unidentified hazards are recognized;
- When occupational injuries and illnesses occur; and
- Whenever workplace conditions warrant an inspection

VI. HAZARD CORRECTION

When unsafe or unhealthy work conditions, practices, or procedures are observed or discovered, they will be corrected in a timely manner based on the severity of the



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hazards. When an imminent hazard exists that cannot be immediately corrected, the exposed employees will be removed from the immediate hazard except those needed to correct the condition and to address security issues. Employees who are required to correct the hazardous condition will be provided with the necessary protection.

VII. ACCIDENT/INCIDENT INVESTIGATIONS

Procedures for investigating workplace accidents and hazardous substance exposures include:

- Interviewing injured employees and witnesses;
- Examining the workplace for factors associated with the accident/exposure;
- Determining the cause of the accident/exposure;
- Taking corrective action to prevent the accident/exposure from reoccurring; and
- Recording the findings and actions taken.

Department-specific investigation and reporting procedures are located in the department IIPP supplements.

VIII. TRAINING AND INSTRUCTION

All employees will participate in safety training on general and job-specific hazards and safe work practices. Each supervisor and manager will be trained on all health and safety hazards to which employees under their immediate direction and control are exposed.

In addition to hazard-specific safety training, training will be provided when:

- The IIPP is first established
- New employees are hired
- Employees are reassigned to a new area or task with no prior training
- New substances, operations, or equipment are introduced

Department-specific training procedures are located in the department IIPP supplements.

IX. RECORD KEEPING

All the following IIPP documentation is maintained for three years:

- Safety training for each employee, including the employee's name, training dates, type of training, and training providers
- Inspections, including the person(s) conducting the inspection; the unsafe conditions and work practices identified; corrective action, and follow up



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- Accidents, illnesses, and near-miss inspections that identify the root cause and corrective action taken
- Annual program reviews



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APPENDIX A
HAZARDOUS/UNSAFE CONDITION REPORT

Reporting Hazardous/Unsafe Condition*

Department: _____

Person Reporting (optional): _____

Contact Information (optional): _____

Location of Hazard: _____

Building: _____ **Floor:** _____ **Room:** _____

Date and time the condition or hazard was observed: _____

Hazards posing an immediate danger to life and health should be reported as soon as possible to your supervisor.

Description of unsafe condition or hazard: _____

What changes would you recommend to correct the condition or hazard?: _____

Employee Signature (optional): _____ **Date:** _____

**We encourage our employees to report hazards and commend them for their safety awareness.*



**CITY OF IMPERIAL
INJURY AND ILLNESS
PREVENTION PROGRAM (IIPP)**

**APPENDIX A
HAZARDOUS/UNSAFE CONDITION REPORT
(CONTINUED)**

Management Investigation

Name of person investigating unsafe condition or hazard: _____

Results of investigation. What was found? Was condition unsafe or a hazard?:

(Attach additional sheets if necessary.)

What action(s) have been taken to correct the unsafe or hazardous condition?:

Signature of Investigating Party: _____ **Date:** _____

Date reporting employee was notified of action taken (if not an anonymous report):



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APPENDIX B
EMPLOYEE ACKNOWLEDGMENT OF

RECEIPT OF INJURY AND ILLNESS PREVENTION PROGRAM (IIPP)

My signature below acknowledges that I have received my copy of the City of Imperial's INJURY AND ILLNESS PREVENTION PROGRAM ("IIPP") and that I have read the IIPP and understand my rights and obligations under the same.

I understand that this IIPP only represents the City of Imperial's current policies, procedures, rights, and obligations. Regardless of what the IIPP states or provides, the City of Imperial retains the right to add, change, or delete provisions of the IIPP at any time and in its sole discretion.

By signing below, I agree to abide by all provisions of the IIPP. I understand that failure to fully comply with all provisions of the IIPP may lead to disciplinary action, up to and including termination.

PRINT FULL NAME: _____

SIGNATURE: _____

DATE: _____

(RETAIN IN EMPLOYEE PERSONNEL FILE)

Agenda Item No. D-6

DATE SUBMITTED 01/08/2025
 SUBMITTED BY Human Resources
 DATE ACTION REQUIRED 01/15/2024

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: 1. Approval and adoption of the Blood Borne Pathogens (BBP) Exposure Control Plan.													
DEPARTMENT INVOLVED: Human Resources													
BACKGROUND/SUMMARY: The City of Imperial is requesting the Council's consideration in the adoption of the Blood Borne Pathogens (BBP) Exposure Control Plan. The BBP Exposure Control Plan has been developed to prevent or minimize employees' occupational exposure to blood and other potentially infectious materials as required by the California Code of Regulations. The plan provisions apply to all city staff.													
FISCAL IMPACT: NOT TO EXCEED There is no fiscal impact associated with this action.	FINANCE INITIALS <u>JMS</u>												
STAFF RECOMMENDATION: Recommendation to approve and adopt the Blood Borne Pathogens (BBP) Exposure Control Plan.	DEPT. INITIALS <u>KWS</u>												
MANAGER'S RECOMMENDATION: Approve Staff Recommendation	CITY MANAGER'S INITIALS <u>JHM</u>												
MOTION:													
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">SECONDED:</td> <td style="width: 33%;">APPROVED ()</td> <td style="width: 33%;">REJECTED ()</td> </tr> <tr> <td>AYES:</td> <td>DISAPPROVED ()</td> <td>DEFERRED ()</td> </tr> <tr> <td>NAYES:</td> <td></td> <td></td> </tr> <tr> <td>ABSENT:</td> <td>REFERRED TO:</td> <td></td> </tr> </table>		SECONDED:	APPROVED ()	REJECTED ()	AYES:	DISAPPROVED ()	DEFERRED ()	NAYES:			ABSENT:	REFERRED TO:	
SECONDED:	APPROVED ()	REJECTED ()											
AYES:	DISAPPROVED ()	DEFERRED ()											
NAYES:													
ABSENT:	REFERRED TO:												

POLICY NAME: Blood Borne Pathogens (BBP) Exposure Control Program	AUTHORITY: City of Imperial
APPLICATION: All Employees	DATE APPROVED: CC Pending Approval City Council Agenda Item – January 15, 2025



CITY OF IMPERIAL
BLOOD BORNE PATHOGENS (BBP)
EXPOSURE CONTROL PROGRAM

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I. POLICY AND ELEMENTS OF THE PLAN

We provide a safe and healthful workplace for employees. Our organization's policy is to establish, implement, and maintain an effective exposure control plan as required by the blood borne pathogens (BBP) regulation in *California Code of Regulations, Title 8 (8 CCR), Section 5193*. This written plan is designed to prevent or minimize employees' occupational exposure to blood and other potentially infectious materials (OPIM). The plan is consistent with the requirements of the Cal/OSHA Injury and Illness Prevention Program (*8 CCR 3203*).

Our exposure control plan is made available upon request, for examination and copying, to our employees, the Chief of Cal/OSHA, and the National Institute for Occupational Health and Safety (or their respective designees) in accord with *8 CCR 3204*, "Access to Employee Exposure and Medical Records."

Our organization's written exposure control plan contains at least the following elements:

- Responsibility
- Exposure Determination
- Methods of Compliance
- Hepatitis B Vaccination
- Post Exposure Evaluation and Follow-up
- Communication of Hazards
- Information and Training
- Record Keeping

A copy of the citywide BPP is available electronically on the intranet website:

<https://www.cityofimperial.org/intranet>

Additionally, a copy of our BPP is available from each manager and supervisor. Employees, or a designated representative, will be provided access to the BPP in a reasonable time, place, and manner, but no later than five business days of a request to their manager or supervisor.



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The department BPP supplements provide department-specific information and additional direction. The following departments have department specific IIPP supplements:

Imperial Police Department

- Imperial PD Policy Manual - Policy 1008 "Communicable Diseases"

II. RESPONSIBILITIES

Bloodborne Pathogens (BBP) Administrator

The Human Resources Manager is the BBP Administrator for the City of Imperial. Responsibilities include:

- Allocate resources and support to appropriately implement the BBP procedures including annual employee training;
- Ensure employees comply with BBP procedures;
- Demonstrate knowledge in exposure control principles and practices as they apply to the facilities and operations;
- Ensure BBP procedures are implemented throughout the City of Imperial.
- Verify department-specific methods for source control and cleaning and disinfection of equipment and emergency vehicles;
- Verify document exposure incidents and implement the post-exposure evaluation process for affected employees;
- Verify employees receive initial and annual training in BBP program and procedures;
- Confirm the offer of hepatitis B vaccinations is being extended;
- Maintain all required records for the BBP procedures, including employee medical records; and
- Conduct an annual review of the BBP program.

Department Heads for Departments with Occupational Exposures

The responsibilities for department heads whose staff are identified as having occupational exposures include:



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- Designate a BBP coordinator for their department;
- Allocate resources and support to appropriately implement the BBP procedures, including annual employee training;
- Ensure BBP procedures are implemented in the department; and
- Ensure employees comply with BBP procedures;

Department BBP Coordinators:

Each department whose employees are identified as having occupational exposures will designate a BBP Coordinator.

- Community Development – Director of Community Development
- Imperial Police Department – Chief of Police
- Parks and Recreation – Director of Parks and Recreation
- Public Services – Director of Public Services

Responsibilities include:

- Knowledge in exposure control principles and practices as they apply to their department's facilities and operations;
- Ensure the City of Imperial's BBP program and department BBP programs and procedures are implemented in the department.
- Determine department-specific methods for source control and cleaning and disinfection of equipment.
- Document exposure incidents and implement the post-exposure evaluation process for affected employees.
- Ensure employees receive initial and annual training in BBP program and procedures.
- Offer required hepatitis B vaccinations.
- Monitor the post-exposure evaluation process where an exposure incident has occurred.
- Maintain, or forward to the BBP Administrator for maintenance, all required records for the BBP procedures, including employee medical records; and



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- Conduct an annual review of the department specific BBP program and provide a summary to the BBP administrator.

Employees with Occupational Exposure

Employees with occupational exposure to BBPs responsibilities include:

- Comply with safe work practices when exposure to a BBP is anticipated;
- Provide input regarding the effectiveness of the procedures to the BBP Administrator or Coordinator, including input during the annual review;
- Attend annual BBP training;
- Receive vaccinations offered by the department or sign a declination letter; and
- Follow post-exposure evaluation procedures if an exposure incident occurs.

III. EXPOSURE DETERMINATION

Employees in our organization have occupational exposure to blood borne pathogens. *Occupational exposure* means reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or OPIM that may result from the performance of an employee's duties. *Parenteral contact* means piercing mucous membranes or the skin barrier through such events as needlesticks, human bites, cuts, and abrasions. OPIM includes various contaminated human body fluids, unfixed human tissues or organs (other than skin), and other materials known or reasonably likely to be infected with human immunodeficiency virus (HIV), hepatitis B virus (HBV), or hepatitis C virus (HCV) through cells, tissues, blood, organs, culture mediums, or solutions.

Our policy is to conduct exposure determinations throughout our facilities without regard to the use of personal protective equipment (PPE). We have committees, workgroups, lead person(s), or other individuals who conduct, evaluate, and periodically review exposure determinations. This process involves identifying all the job classifications, tasks, or procedures in which our employees may have occupational exposure to blood or OPIM.



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IV. JOB CLASSIFICATIONS IN WHICH ALL EMPLOYEES HAVE OCCUPATIONAL EXPOSURE

All departments listed below have occupational exposure.

- Community Development
- Imperial Police Department
- Imperial Public Library
- Parks and Recreation
- Public Services

Job classifications listed below have occupation exposure to BBPs:

Community Development

- Building Inspector I, II and III
- Code Enforcement Inspector
- Community Development Director
- Engineering Technician/Inspector
- Organic Waste Monitor
- Planner I
- Project Manager

Imperial Police Department

- Chief of Police
- Police Captain
- Police Corporal
- Police Officer
- Police Sergeant
- Police Services Officer I, II, and III



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Imperial Public Library

- Librarian
- Library Administrator
- Library Assistant
- Library Page
- Library Technician
- Literacy Coordinator

Parks and Recreation

- Crew Leader
- Lifeguard I, II and III
- Recreation Leader I, II and III
- Park Maintenance Worker I, II, and III
- Recreation Specialist
- Recreation Coordinator
- Special Events Coordinator

Public Services

- Building Service Worker
- Crew Leader
- Distribution Utility Worker I and II
- Equipment Mechanic
- General Maintenance Technician I
- General Maintenance Worker I, II and III
- Lead Equipment Mechanic



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- Maintenance Electrician
- Public Services Director
- Public Services Foremen
- Public Services Manager
- Wastewater Plant Chief Operator
- Wastewater Plant Operator I, II and III
- Water Plant Chief Operator
- Water Treatment Operator I, II and III

V. METHODS OF IMPLEMENTATION

Our organization has developed a schedule and methods of implementation for the applicable subsections (d) through (h) of 8 CCR 5193. We have determined which subsections are applicable to our organization and documented the pertinent information as follows:

Areas addressed in order to eliminate or minimize exposure to bloodborne pathogens include:

1. Universal Precautions (Total Body Substance Precautions)
2. Engineering and Work Practice Controls
3. Personal Protective Equipment (PPE)

Areas Addressed:

1. Universal Precautions (Total Body Substance Precautions)

We require the use of universal precautions in order to prevent contact with blood or OPIM. Universal precautions are an infection control practice. It means all human blood and certain body fluids are treated as if they are known to be infected with HBV, HCV, HIV, and other diseases carried and transmitted by blood.

We consider all human blood or OPIM as infectious regardless of the source.

2. Engineering and Work Practice Controls



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We utilize engineering and work practice controls to eliminate or minimize blood or OPIM exposure to employees. PPE will be utilized in conjunction with engineering controls. These engineering controls will be examined and updated on a regular schedule. We provide and enforce the use of the engineering and work practice controls, which could include:

- a. Prohibited Practices
 - b. Requirements for Handling Contaminated Sharps
 - c. Hand Washing
 - d. Regulated Waste
 - e. Other Controls
- a. Prohibited Practices
 - In work areas where there is a reasonable likelihood of exposure to a blood borne pathogen or OPIM, employees are not to eat, drink, apply cosmetics or lip balm, smoke, or handle contact lenses. Food and beverages are not to be kept in refrigerators, freezers, shelves, or cabinets or on counter tops or bench tops where a blood borne pathogen or OPIM is present.
 - All procedures will be conducted in a manner that will minimize splashing, spraying, splattering, and generation of droplets of blood or OPIM.
 - Contaminated needles and other contaminated sharps will not be bent, recapped, removed, sheared, or purposely broken. If needles or syringes are found, they should be handled with caution and placed in a biohazard sharps container.
 - Needle clippers and other devices that shear, bend, or break contaminated needles are prohibited from use.
 - Reusable sharps that are contaminated with blood or OPIM will not be stored or processed in a manner that will



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require an employee to reach by hand into the container where these sharps have been placed.

- Broken glassware that may be contaminated will not be directly handled with a gloved or bare hand. It will be handled by mechanical means (tongs, dustpan and broom). Contaminated broken glass will be placed in puncture-resistant containers and disposed of as biohazardous waste.

b. Requirements for Handling Contaminated Sharps

- A sharps container should always be within arm's reach of an employee administering an IV or injection. The employee should always call out "Sharp Out" to warn others of the hazard. This is especially important with combative patients.
- All procedures involving the use of sharps in connection with patient care such as withdrawing body fluids; accessing a vein or artery; or administering vaccines, medications, or fluids will be performed using effective patient-handling techniques and other methods designed to minimize the risk of a sharps injury.
- Immediately or as soon as possible after use contaminated sharps are placed in sharps containers.
- Sharps containers are rigid, puncture resistant, leak proof on the sides and bottoms, and portable when portability is necessary to ensure easy access by the user. The sharps containers are closable. When closed, the containers are leak resistant and incapable of being reopened without great difficulty. Such containers are labeled with the universal biohazard symbol and replaced frequently enough to prevent overfilling.
- Sharps containers are readily available in areas where sharps waste may be generated. They must remain upright throughout use and be replaced as necessary to avoid overfilling. Sharps containers are emptied before



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they are three-quarters full. Disposable sharps containers are not reopened, emptied, or accessed in any way.

- Close the sharps container immediately prior to removal or replacement to prevent spillage or protrusion of contents during handling, storage, transport, or shipping.
- Place the sharps container in a secondary container if leakage of the primary container is possible. The second container must be capable of being sealed and constructed to contain all contents and prevent leakage during handling, storage, transport, or shipping. The second container must be labeled or color-coded to identify its contents.
- To prevent exposures to the risk of percutaneous injuries (breaking skin), employees must not, under any circumstances, open, empty, or manually clean (or clean in any other manner) reusable containers.
- Place other regulated waste in containers that are closeable and constructed to contain all the contents and prevent leakage of fluids during handling, storage, transportation, and shipping. (Once again, try to place all bio-waste materials on the ambulance prior to departure.)

c. Hand Washing

We ensure hand-washing supplies are available to those exposed to blood or OPIM. Cal/OSHA requires these facilities be readily accessible after incurring exposure. If hand-washing facilities are not feasible, we will provide either an antiseptic cleanser in conjunction with clean cloth/paper towels or antiseptic towelettes to remove the blood or OPIM. If these alternatives are used, the hands are to be washed with soap and running water as soon as feasible. We provide the following supplies for emergency hand-washing use until employees can have access to soap and water:

Parks and Recreation



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- Crew Leader/PMW: Vehicles have hand sanitizer, soap/water in vehicle
- Water, Soap, Paper Towels located in PMW shop and sanitizer

Police Department

- Hand Sanitizer located in door pocket or Police Department vehicles
- Hand Sanitizer located at Police Department record counter, sergeant offices

Public Services

- Wastewater: Work trucks have hand sanitizer in door storage and portable handwash in utility bed

d. Regulated Waste

Regulated waste includes liquid or semi-liquid blood or infectious materials, items saturated with liquid blood or OPIM, items caked with dried blood or OPIM, contaminated sharps, and pathological and microbiological wastes containing blood or OPIM.

We dispose of all regulated waste in accordance with applicable federal, state, and local regulations. It is recommended that all biohazard waste gets placed on ambulances prior to leaving the scene.

We transport regulated waste such as sharps in the following manner:

Police Department

- Each Police vehicle has its own sharps storage container and when it is full, they turn it into County Fire Department and are issued new containers.
 - Employees are responsible for monitoring when they are full and to turn in/obtain new one.



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- Have a sharps container in Police Department evidence processing room.
- Have tubes (clear plastic foam) to transport needles to move them to sharps container as needed.

Other departments do not store, collect, or transport biohazard waste. These departments contact the Police Department to collect and transport contaminated sharps such as needles.

e. Other Controls

Cleaning and Decontamination of the Worksite

- Advise employees to not pick up contaminated broken glassware directly with their hands or with gloves. Provide brooms and dustpans or other tools to avoid contact.
- Decontaminate all contaminated work surfaces with an approved germicide after completion of procedures and immediately or as soon as feasible after any spill of blood or OPIM.
- U.S. Environmental Protection Agency (EPA) registered tuberculocidal disinfectants and solutions of 5.25% sodium hypochlorite (household bleach) diluted between 1:10 and 1:100 with water, prepared within the past 30 days, are considered appropriate for this purpose.
- Follow all applicable label instructions on EPA-registered products especially regarding efficacy (i.e., contact time of 10 minutes).
- Inspect and decontaminate all tools, mops, brooms, bins, pails, cans, and similar receptacles after each exposure.
- Cleaning and decontamination supplies are available from the employee's direct supervisor and/or from the following physical locations:



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- Bleaching cleaning supplies and gloves are in restrooms and custodial storage rooms located at all city buildings.
- Police Department stores gloves in the processing room.
- Biohazard/first aid kits on-site at swimming pools

Laundry

Handle laundry contaminated with blood or OPIM as little as possible. Sort and place contaminated laundry in appropriately marked (biohazard labeled or color-coded red) bags at the location where it was used. Do not sort or rinse laundry in the area of use. If the contaminated laundry is wet and likely to soak through the original red bag or container, transport the laundry in a second bag or container that prevents leakage.

Parks and Recreation and Public Services sends contaminated laundry (i.e., pants, shirts, microfiber towels, and shop rags) for cleaning to Aramark Laundry Services. Park and Recreation staff are responsible for washing their uniform shirts. Police Department staff is responsible for their own laundry for their uniforms. Contaminated uniforms are sent to the County Fire Department.

3. Personal Protective Equipment (PPE)

We ensure the following PPE requirements are met:

- a. PPE and training in the appropriate use of PPE is provided to employees who are at risk of occupational exposure to blood borne pathogens.
- b. The City will provide PPE at no cost to the employee, with the exception of boots. Employees required to wear boots as part of their job will receive a boot voucher or uniform allowance as outlined in the applicable labor agreement. The City will replace all PPE as needed, except for boots, which employees are responsible for maintaining using their provided boot voucher or uniform allowance. Any costs exceeding the value of the voucher or allowance will be



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the employee's responsibility. PPE that is provided at no cost to the employee, in appropriate sizes, and includes but is not be limited to:

- Gloves, including glove liners, and hypoallergenic gloves
 - Gowns
 - Laboratory coats
 - Face shields
 - Masks
 - Eye protection such as goggles
 - Mouthpieces
 - Resuscitation bags or other ventilation devices
- c. Cleaning, disposal, repair, and replacement of PPE are provided at no cost to the employee (with the exception of boots as listed above in section 3b).
- d. PPE is considered appropriate if it does not permit blood or OPIM to pass through to the employee's work clothes, street clothes, or undergarments; skin; eyes or other mucous membranes under normal working conditions and for the duration of time that PPE will be used.

PPE is available from the employee's direct supervisor and/or from the following physical locations:

Community Development

- Each position gets their PPE once hired and they store it onsite and can get more if needed. Staff conduct a yearly inventory to check if they need to replace any PPE.
- Building Inspector:
 - Vest
 - Hard hat



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- Steel toe boots or compost boots
- Organic Waste Monitor/Planner I (PPE for trash checks is):
 - Claws for trash
 - Disinfectant wipes
- Code Enforcement Inspector:
 - Mask/Face Cover
 - Goggles
 - Shoe Covers
 - Respirators (proper fitting)
 - Gloves
 - Sanitizer
 - Sanitizer Spray
 - Tyvek suit

Parks and Recreation

- PPE for Park Maintenance Worker (PMW) and Crew Leader:
 - Protective eyewear
 - Protective gloves (safety leather gloves)
 - Steel toe boots
 - Uniform of long sleeve shirts and pants
 - Coverall/jumpsuit
 - Latex gloves
 - Masks
- PPE for Recreation Leader/Lifeguard:



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- Latex gloves
- First Aid Kits and barrier masks for CPR
- Janitorial PPE (for lifeguards/recreation leaders to clean restrooms if needed)
 - Latex gloves
 - Eyewear
 - Masks
- PPE for PMW and Crew Leader are stored in vehicle.
- PPE/lifesaving equipment is stored in a storage room on site for Recreation Leader/Lifeguard.
- Office staff have a back brace that is stored in vehicle that can be used when they go to get items from storage.

Police Department

- PPE is stored in Police Sergeant office (face shields, disposable suits) or processing room (gloves) and staff can ask for PPE as needed. Staff can keep their PPE with them in their vehicles if they want.

Public Services

- PPE is given to each new employee, and they keep it in their work trucks. If staff need a replacement, they can request it.
- Wastewater Plant Staff:
 - Uniform
 - Wastewater Treatment Plant Personnel need electrical rated uniforms available but can use light weight work shirts when conducting non-electrical work (usual condition).
 - Work Boots



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- All Wastewater Treatment Plant Personnel need electrical rated boots and electrical rated uniforms available
- Rubber Boots
- Safety Glasses
- e. All garments that are penetrated by blood will be removed immediately or as soon as feasible. All PPE is removed prior to leaving the work area. When PPE is removed, it is placed in an appropriately designated area or container for storage, washing, decontamination, or disposal.
- f. Affected employees are required to wear gloves where it is reasonably anticipated they will have hand contact with blood, OPIM, non-intact skin, and mucous membranes (first aid, CPR, cleanup of body fluids visibly contaminated with blood).

Disposable gloves are not to be washed or decontaminated for reuse and are to be replaced as soon as practical when they become contaminated or as soon as feasible if they are torn or punctured or when their ability to function as a barrier is compromised. Non-latex gloves will be provided to employees with latex allergies.

Leather gloves may be decontaminated for reuse provided the integrity of the glove is not compromised. Leather gloves will be discarded if they are cracked, peeling, torn, punctured, or exhibit other signs of deterioration or when their ability to function as a barrier is compromised.

Note: Leather gloves are to be discarded if grossly contaminated. They are not to be used as PPE against blood borne pathogens. Therefore, if exposure is possible, latex or nitrile gloves should be worn under the leather gloves.

- g. Employees who are exposed to splashes of blood or OPIM to the eyes are required to wear eye and face protection. Masks in combination with eye protection devices, such as goggles or glasses with solid side shield or chin length face shields, will be required to be worn whenever splashes spray, splatter, or droplets of blood or



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OPIM may be generated and eye, nose, or mouth contamination can reasonably be anticipated.

VI. HEPATITIS B VACCINATION

A safe and effective vaccine is available to protect employees from HBV. The vaccine is generally well tolerated and has not been associated with serious side effects. Immunization requires three injections of vaccine into the muscle of the upper arm over a six-month period.

We offer the HBV vaccine to all current employees who are at risk of occupational exposure to blood borne pathogens and within 10 working days of hire or reassignment to a job or tasks that places the employee at risk. The vaccination is:

1. Provided at no cost to the employee;
2. Made available at reasonable times during normal work hours and at an accessible locations;
3. Performed by or under supervision of a licensed physician or by another licensed health care professional; and
4. Provided according to current recommendations of the U.S. Public Health Service.

There is no current recommendation for booster doses. Should booster doses be recommended in the future, they will be offered to the employee based on medical determination of need.

The following exemptions are appropriate for any employee and will be documented in the employee's health record when:

1. The employee has previously received a complete series of HBV vaccinations; or
2. Antibody testing has revealed the employee is immune; or
3. The vaccine is contraindicated for medical reasons; or
4. The employee has declined vaccination and that refusal is documented.

All employee blood drawn for serological testing will be sent to an accredited laboratory for testing at the organization's expense.

Pre-screening before receiving the HBV vaccination is not mandatory and is not routinely performed.



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If the employee initially declines the HBV vaccination but at a later date while still covered under the standard decides to accept the vaccination, the vaccination will be provided to the employee at that time and at no cost to the employee.

Any employee who declines the HBV vaccination must sign the declination statement in the forms section of this document.

VII. COMMUNICATION OF HAZARDS

Labels and Signs

1. We will provide warning labels incorporating the universal biohazard sign and require the words "biohazard," "biohazard waste," or "sharps waste" to be printed on or affixed to biohazardous waste items that employees are required to remove.
2. The labels are fluorescent orange or orange-red with lettering or symbols in a contrasting color.
3. Labels are affixed as securely as possible to the container, preferably by adhesive or by wire, string, or other method to prevent loss or unintentional removal.
4. Red bags or red containers may be substituted for labels as in sharps containers or regulated waste red bags.

Training

We provide training to all employees who are at risk for exposure to blood borne pathogens or OPIM. This training is provided at no cost to the employee and during work hours. With the consent of the employee, training may occur during non-work hours.

Training is given as follows:

1. At the time of initial assignment to tasks where occupational exposure may take place as soon as possible for currently employed workers;
2. At least annually after the initial training;
3. When there is introduction of new engineering, administrative, or work practice controls and whenever modifications of current tasks may affect the potential occupational exposure to blood borne pathogens.

Information and training of individuals who are not our employees (contract worker, registry, student, etc.) will be provided by the affected outside agency or as



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specified in the contract. We will monitor the outside agency for compliance with the information and training requirement.

Training will be appropriate in content and vocabulary to educational level, literacy, and language of employees.

Our training program includes information and explanations of at least the following:

- Epidemiology, symptoms, and modes of transmission of blood borne diseases.
- Exposure control plan we have implemented and how to obtain a copy of the written plan.
- Appropriate methods for recognizing tasks and activities that may involve exposure to blood or OPIM.
- Use and limitations of methods that will prevent or reduce exposures, including appropriate engineering, administrative or work practice controls, and PPE.
- The basis for selection of PPE
- Types, proper use, location, removal, handling, decontamination, and disposal of PPE.
- Solicitation of input from employees in the identification, evaluation, and selection of effective engineering and work practice controls.
- HBV vaccination series, including its efficacy, safety, method of administration, benefits, and the fact that the vaccination will be offered to employees free of charge.
- Appropriate actions to take and persons to contact in an emergency involving blood or OPIM.
- Procedure to follow if an exposure incident occurs, including the:
 - Method of reporting the incident
 - Medical follow-up that will be made available
 - Procedure for recording the incident in the sharps injury log



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- Post-exposure evaluation and follow-up that will be made available to employees.
- Signs, labels, and/or color coding that are used.

In addition to the above-mentioned information, we provide to all employees a copy of 8 CCR 5193, "Bloodborne Pathogens," and an explanation of its content.

The person conducting the training will be knowledgeable of the standard, our exposure control plan and HBV, HCV, and HIV and be able to relate the

VIII. RECORD KEEPING

Medical Records

1. We will establish and maintain an accurate record for each employee with occupational exposure. This employee's record will include:
 - a. The name of employee and number;
 - b. A copy of the employee's HBV vaccination status including the dates of all HBV vaccinations, declination statements, and medical records relative to the employee's ability to receive vaccinations;
 - c. A copy of all results of examinations, medical testing, evaluation, and follow up of exposure incidents;
 - d. A copy of the health care professional's written opinion as required following and exposure incident.
2. We will ensure employee medical records are kept confidential and are not disclosed or reported without the employee's written consent to any person within or outside the workplace except as required by this standard and by law.
3. Employee health records, as required by this section, will be maintained for at least the duration of employment plus 30 years, meaning during the entire employment period and 30 years after the last date of work.

Training Records and Sharps Injury Logs

1. Training records will include the:
 - a. Dates of the training session;
 - b. Contents or a summary of the training session;



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- c. Names and qualifications of persons conducting the training sessions;
 - d. Names and job titles of persons attending the training.
- 2. Training records will be maintained for three years from the date the training occurred. It is a best practice to maintain them as part of the permanent personnel file.
- 3. Copy of employee's individual training record will be placed in his/her personnel file at the conclusion of each calendar year and kept for the duration of employment.
- 4. Sharps injury reports and logs will be maintained five years from the date of the incident (same as Cal/OSHA Form 300 Log).
- 5. Accessibility
 - a. Employee training records and the sharps injury logs will be made available upon request to employees, employee representatives, and Cal/OSHA.
 - b. Employee medical records will be made accessible to the employee, anyone having the written consent of the employee, and Cal/OSHA.

IX. PROVISIONS FOR THE INITIAL REPORTING OF EXPOSURE INCIDENTS

We report all exposure incidents as soon as possible (and in no case later than the end of the work shift during which they occurred) regardless of whether first aid was rendered. Employees must report to a designated exposure control officer for their department (if applicable) or their supervisors/managers/directors.

An exposure incident means specific eye, mouth, other mucous membrane, non-intact skin, or parenteral contact with blood or OPIM that results from the performance of an employee's duties. All employees (including designated first aid providers who provide first aid regularly and those who render first aid only as a collateral duty) receive training about our policy.

The exposure incident report includes at least the following:

- The names of all employees involved in the exposure incident (including all first aid providers who have rendered assistance regardless of whether PPE was used)



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- A description of the exposure or first aid incident, including:
 - The time and date.
 - A determination of whether an exposure incident occurred. This determination is necessary to ensure the proper post-exposure evaluation is conducted and prophylaxis and follow-up are made available immediately if an exposure incident has occurred.
 - Route(s) of exposure.
 - Circumstances under which exposure occurred.
 - Person receiving the report.
 - Contact telephone number.

X. HEPATITIS B VACCINATION SERIES FOR UNVACCINATED EMPLOYEES

We strongly encourage HBV vaccination and make the vaccination series available to all employees who have occupational exposure to blood or OPIM. Included are collateral first aid providers who have rendered assistance in any situation involving the presence of blood or OPIM regardless of whether an actual exposure incident has occurred. The vaccination series is provided to collateral first aid providers as soon as possible but no later than 24 hours after the employee has rendered assistance.

XI. POST-EXPOSURE EVALUATION AND FOLLOW-UP

In the event of an exposure incident, the employee will be offered a confidential medical evaluation and follow-up. All post-exposure follow-up will be performed at the designated occupational health clinic or the employee's preapproved, predesignated physician. Imperial Valley Occupational Medicine is the designated occupational health clinic, however in the event that an employee needs medical evaluation after regular business hours they are to go to an urgent care or the emergency room instead if urgent care is not open.

Imperial Valley Occupational Medicine

1850 W. Main St.

El Centro, CA 92243

Phone: (760) 370-0020

Hours: Monday – Friday: 8:30AM – 5:00PM

Local Hospital(s) and Urgent Care(s):

All Valley Urgent Care

All Valley Urgent Care



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2026 N. Imperial Ave., C
El Centro, CA 92243
Phone: (760) 592-4351

630 S. Brawley Ave., 10
Brawley, CA 92227
Phone: (760) 623-1202

El Centro Regional Medical Center
1415 Ross Avenue
El Centro, CA 92243
Phone: (760) 482-5000

PIONEERS Memorial Healthcare District
207 West Legion Road
Brawley, CA 92227
Phone: (760) 351-3333

That evaluation and follow-up will include the following:

1. Documentation of the route(s) of exposure and the circumstances under which the exposure occurred (to include details of the use or non-use of engineering controls, work practice controls, or PPE);
2. When a source is identifiable, that individual's blood will be tested as soon as feasible and after consent is obtained to determine HIV, HBV, and HCV infectivity. If consent is not obtained, we will establish that consent cannot be legally obtained. When the source individual's consent is not required by law, that individual's blood, if available, may be tested and the results documented.
 - a. Consultation and testing of the source individual will be done at the request of the exposed employee through the source's private physician.
 - b. If the source individual is known to be infected with HIV, HBV, or HCV, testing to determine such status need not be repeated.
 - c. Results of the source individual's testing will be made available to the exposed employee and the employee will be informed of laws/regulations regarding the privacy rights of the source individual. The results of the source individual's blood test and employee's blood test are confidential and will be known only to the health care provider and the exposed employee.
3. The exposed employee's blood will be collected as soon as it is feasible and tested for HIV, HBV, and HCV serological status, only after signed consent has been obtained.

Employee Testing & Treatment

Counseling and other features of post exposure evaluation will be offered whether or not the employee elects to have baseline HIV/HBV/HCV serological testing. If the employee consents to baseline blood collection but does not give consent to HIV



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serological testing, the sample will be preserved for at least 90 days. If within 90 days of the exposure incident, the employee gives written consent to have serologic testing performed on the baseline sample, testing will be ordered by the health care provider as soon as it is feasible.

Post-exposure prophylaxis (hepatitis B immune globulin for hepatitis B) will be provided when medically indicated according to the recommendations of the U.S. Public Health Service current at the time prophylaxis is administered. The costs of tests, treatment, and prophylaxis of employees will be borne by the organization. Cost of tests, treatment, and prophylaxis of individuals who are not our employees (contract worker, registry, student, etc.) will be borne by the affected outside agency or as specified in the contract between our organization and the outside agency. The outside agency/individual will be responsible for compliance with the post-exposure evaluation and follow-up treatment.

Additional collection and testing will be made available as recommended by the U. S. Public Health Service.

Information Provided to the Health Care Professional

We will provide the health care professional responsible for the employee's HBV vaccination program and/or post-exposure evaluation with the following information:

1. A copy of CCR, Title 8, Section 5193;
2. A written description of the exposed employee's duties as they relate to the exposure incident;
3. Written documentation of the route of exposure and circumstances under which exposure occurred;
4. Results of the source individual's blood testing, if available; and
5. All medical records relevant to the appropriate treatment of the employee including vaccination status.

Health Care Professional's Written Opinion

We will obtain and provide the employee with a copy of the evaluating health care professional's written opinion within 15 days of the completion of the evaluation.

The health care professional's written opinion for HBV vaccination will be limited to whether HBV vaccination is indicated for an employee and if the employee has received such vaccination.



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The health care professional's written opinion for post exposure follow-up will be limited to the following information:

- A statement that the employee has been informed of the results of the evaluation
- A statement that the employee has been told about any medical conditions resulting from exposure to blood or OPIM that require further evaluation or treatment.

Note: All other findings or diagnoses will remain confidential and will not be included in the written report.

First Aid and Exposure Incident Report

We will investigate and document on a first aid and exposure incident report form incidents involving the presence of blood or OPIM. Investigations will include the following information:

1. Names of all first aid providers who rendered assistance, regardless of the use of PPE;
2. Description of the incident that must include a determination of whether or not, in addition to the presence of blood or OPIM, an occupational exposure incident occurred;
3. Time and date of incident (include location);
4. Offer of HBV to all unvaccinated first aid providers who rendered assistance within 24-hours of the incident.

XII. WORK PRACTICE CONTROLS EXCEPTION TO PROHIBITED PRACTICES

Our organization prohibits the bending, recapping, or removal of contaminated sharps from devices *except when* performed using a mechanical device or a one-handed technique, and it can be demonstrated that no alternative is feasible or that such action is required by a specific medical procedure.

XIII. INJURY REPORTING

All parenteral contacts (piercing or lacerations) that occur in the workplace are reported on the sharps injury log and recorded within 14 days of the incident. The data recorded includes the following information, if known or reasonably available:

1. Date and time of the exposure incident;



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2. Type and brand of the sharp involved;
3. The procedure the exposed employee was performing at the time of the incident;
4. How the incident occurred;
5. The body part involved in the incident;
6. If the sharp had engineered sharps injury protection, whether the mechanism was activated and whether the injury occurred before the protective mechanism was activated, during activation of the mechanism, or after activation of the mechanism, if applicable;
7. If the sharp had no engineered sharps injury protection, the employee's opinion as to whether and how such a mechanism could have prevented the injury and the employee's opinion about whether any other engineering, administrative, or work practice control could have prevented the injury.
8. The employee's opinion about whether any other engineering, administrative, or work practice control could have prevented the injury.

The required information is recorded on the sharps injury log, and all exposure incidents involving sharps are also recorded on the Cal/OSHA 300 Log in accordance with the requirements of the "Employer Records of Occupational Injury or Illness" regulation, known as the California record keeping standard.

Periodic determinations are made on the frequency of use and the types, models, or brands of sharps involved in the exposure incidents documented on our sharps injury log.

XIV. IDENTIFICATION OF ENGINEERING CONTROLS

Our policy is to select appropriate and effective engineering controls to prevent or minimize exposure incidents. Engineering controls means controls (e.g., sharps disposal containers, needleless systems, and sharps with engineered sharps injury protection) that isolate or remove the blood borne pathogens hazard from the workplace.

We first evaluate products that eliminate the use of sharps (e.g., needleless systems), if available. If these devices are not selected, we then evaluate devices equipped with engineered sharps injury protection (ESIP). ESIP means either (1) a physical attribute built into a needle device used for withdrawing body fluids, accessing a vein or artery, or administering medications or other fluids, which effectively reduces the risk of an exposure incident by a mechanism such as barrier creation, blunting, encapsulation, withdrawal, or other effective mechanisms; or (2)



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a physical attribute built into any other type of needle device or into a non-needle sharp, which effectively reduces the risk of an exposure incident.

We have procedures for identifying and selecting appropriate and effective engineering controls when appropriate, which may include:

- Setting up a process
- Defining needs
- Gathering information
- Testing and selecting products
- Using new products
- Conducting follow up

XV. PLAN REVIEW AND UPDATE

Our exposure control plan is reviewed and updated at least annually (and whenever necessary) to include:

- New or modified tasks or procedures that affect occupational exposure
- Progress in implementing the use of needleless systems and sharps with engineered sharps injury protection
- New or revised job position(s) that involve occupational exposure
- Reviews and evaluations of exposure incidents that have occurred since the previous update
- Reviews and responses to information indicating the existing exposure control plan is deficient in any area

All employees are encouraged to provide suggestions on improving the procedures they perform. Employees contribute to the review and update of the exposure control plan by:

- Participating as members of committees (e.g., safety and health, labor-management, infection control, product evaluation and selection, purchasing of equipment)
- Attending meetings to discuss safety and health issues and improvements



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- Reporting issues or potential problems to supervisors
- Providing ideas, recommendations, or suggestions
- Filling out reports, questionnaires, or other documents



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APPENDIX A

HEPATITIS B VACCINE CONSENT/DECLINATION

Please read through both sections below and fill out the consent section if you would like to receive the Hepatitis "B" Vaccination (optional to receive vaccine) or fill out the declination section if you do NOT want to receive the Hepatitis "B" Vaccination.

CONSENT - RECORD OF CONSENT FOR HEPATITIS "B" VACCINATION

(This Section is OPTIONAL)

I have attended the in-service training on the blood borne pathogens program regarding HIV, hepatitis B, and the hepatitis-B vaccine. I have also read the in-service training literature and have had an opportunity to ask questions and understand the benefits and risks of hepatitis B vaccination. I understand I must have at least three doses of vaccine over a six month period to confer immunity. However, as with any medical treatment, there is no guarantee that I will become immune or that I will not experience an adverse side effect from the vaccine. *You must complete the whole series within the six months.*

I request that it be administered to me.

Print Name: _____ Department: _____

Employee Signature: _____ Date: _____

DECLINATION - RECORD OF HEPATITIS "B" VACCINE DECLINATION

(Complete this section to DECLINE the vaccine)

I understand that due to my occupational exposure to blood or other potentially infectious materials, I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to me. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future, I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Print Name: _____ Department: _____

Employee Signature: _____ Date: _____

EMPLOYER REVIEW

Name of Employer Representative Reviewed Document: _____

Date Reviewed by Employer Representative: _____



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APPENDIX B
FIRST AID INCIDENT REPORT
FOR BLOODBORNE PATHOGENS

Date of incident : _____ Time: _____ ☐AM ☐PM

Date of incident reported : _____ Time: _____ ☐AM ☐PM

1. Describe the first-aid incident:

2. Was there blood or other body fluids present?

☐ Yes ☐ No

3. Did an exposure incident occur?

☐ Yes ☐ No

If yes, please describe it. _____

(Cal/OSHA – “An exposure incident means a specific eye, mouth, other mucous membrane, non-intact skin, or parenteral contact with blood or other potentially infectious materials that results from the performance of one’s duties.”)

4. Did the first aid providers use PPE?

☐ Yes ☐ No

Print names of persons who provided first aid: _____



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APPENDIX B
FIRST AID INCIDENT REPORT
FOR BLOODBORNE PATHOGENS
(CONTINUED)

5. If there was an exposure incident as defined by Cal/OSHA were they immediately referred for post-exposure evaluation and follow up?
☐ Yes ☐ No
6. Was there blood or other body fluids present?
☐ Yes ☐ No
7. If unvaccinated, were they offered the Hepatitis B vaccination?
☐ Yes ☐ No

Supervisor's Signature: _____ Date: _____



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APPENDIX C
SHARPS INJURY LOG

Supervisors: Complete for each employee exposure incident involving a sharp. This form is to be completed with the employee but not by the employee. Fill in the most appropriate boxes. A sharp includes, but is not limited to, needles, needle devices, scalpels, lancets, Exacto blades, and broken glass.

Injury ID No. _____ Date/Time of Exposure Incident: _____
(Not Employee Name)

Job Classification/Title: _____ Department/Location: _____
Where Exposure Occurred:

Regular Department #: _____ Location (Bldg./Room #): _____

1. What procedure was being performed when the incident occurred?

2. Check all body parts that were involved

☐ Finger ☐ Hand ☐ Arm ☐ Face/Head ☐ Torso ☐ Leg
☐ Other _____

3. Did the exposure incident occur:

☐ During use of sharp ☐ Disassembling ☐ After use and before sharps container
☐ While putting sharp into sharps container ☐ Sharp left, inappropriate place
☐ Other _____

4. Identify sharp object involved:

Type: _____ Brand: _____ Model: _____

5. Was sharp injury protection device attached?

☐ Yes ☐ No



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APPENDIX C
SHARPS INJURY LOG
(CONTINUED)

6. Was protective mechanism activated?
☐ Yes ☐ No
7. Did the exposure occur:
☐ Before ☐ During ☐ After activation
8. If the sharp had no engineered sharps injury protection, do you feel that such a mechanism could have prevented the injury?
☐ Yes ☐ No
9. What other engineering, administrative, or work practice controls could have prevented this injury?
-
-
-
-
-

Attach this form to the accident investigation form.
Send both originals to Human Resources within 24 hours of the incident.



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APPENDIX D
EMPLOYEE ACKNOWLEDGMENT OF
RECEIPT OF BLOOD BORNE PATHOGENS (BBP)
EXPOSURE CONTROL PROGRAM

My signature below acknowledges that I have received my copy of the City of Imperial's Blood Borne Pathogens (BBP) Exposure Control Program ("BBP Policy") and that I have read the BBP Policy and understand my rights and obligations under the same.

I understand that this BBP Policy only represents the City of Imperial's current policies, procedures, rights, and obligations. Regardless of what the BBP Policy states or provides, the City of Imperial retains the right to add, change, or delete provisions of the Policy at any time and in its sole discretion.

By signing below, I agree to abide by all provisions of the BBP Policy. I understand that failure to fully comply with all provisions of the BBP Policy may lead to disciplinary action, up to and including termination.

PRINT FULL NAME: _____

SIGNATURE: _____

DATE: _____

(RETAIN IN EMPLOYEE PERSONNEL FILE)

DATE SUBMITTED 01/08/25
 SUBMITTED BY Police Department
 DATE ACTION REQUIRED 01/15/24

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: **Approval of the FY 2023 Stonegarden Memorandum of Understanding**

DEPARTMENT INVOLVED: Police Dept.

BACKGROUND/SUMMARY:

The Imperial Police Department has received the 2023 Stonegarden MOU. Through the Stonegarden grant, the Imperial Police Department will receive \$80,050.00 in operational overtime and \$17,500.00 for the purchase of Binoculars, Night Vision, and Thermal Imaging. The Stonegarden Grant provides funding to enhance law enforcement preparedness and operational readiness along the border of the United States. Please see attached MOU for further details.

FISCAL IMPACT: None

ADMIN
SERVICES
SIGN INITIALS IMOS

STAFF RECOMMENDATION: Request Council approval of the 2023 Stonegarden MOU

DEPT. INITIALS MS #411

MANAGER'S RECOMMENDATION: approve

CITY
MANAGER'S
INITIALS OTen

MOTION:

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

1 **AGREEMENT FOR THE**

2 **FISCAL YEAR 2023 OPERATION STONEGARDEN GRANT PROGRAM**

3 THIS AGREEMENT ("Agreement"), made and entered into effective the ___ day of ___, 20___,
4 is by and between the **COUNTY OF IMPERIAL**, a political subdivision of the State of California, by and
5 through its Sheriff's Office, Department of Probation, and District Attorney's Office ("County" or "County
6 Parties"), the **IMPERIAL COUNTY NARCOTICS TASK FORCE** ("ICNTF"), the **CALIFORNIA**
7 **HIGHWAY PATROL**, by and through its Calexico, El Centro, and Winterhaven Offices ("CHP"), the
8 **CITY OF BLYTHE**, an incorporated city within the County of Riverside, by and through its Police
9 Department ("Blythe"), the **COUNTY OF SAN BERNARDINO**, a political subdivision of the State of
10 California by and through its Sheriff's Office, ("County of San Bernardino"), the **CITY OF BRAWLEY**,
11 an incorporated city within the County of Imperial, by and through its Police Department ("Brawley"), the
12 **CITY OF CALEXICO**, an incorporated city within the County of Imperial, by and through its Police
13 Department ("Calexico"), the **CITY OF EL CENTRO**, an incorporated city within the County of Imperial,
14 by and through its Police Department ("El Centro"), the **CITY OF IMPERIAL**, an incorporated city within
15 the County of Imperial, by and through its Police Department ("Imperial"), and the **CITY OF**
16 **CALIPATRIA**, an incorporated city within the County of Imperial, by and through its Police Department
17 ("Calipatria"), and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California by and
18 through its Sheriff's Office, ("County of Riverside"), (individually, "Party;" collectively, "Parties"), for
19 program support of the FY 2023 Operation Stonegarden Grant ("OPSG").

20 **RECITALS**

21 **WHEREAS**, County received funds from the U.S. Department of Homeland Security ("DHS")
22 passed through the California Governor's Office of Emergency Services ("CalOES"), under the OPSG
23 Program for fiscal year 2023; and

24 **WHEREAS**, said funds shall be used to support the OPSG Program to enhance law enforcement
25 preparedness and operational readiness along the border lands of the United States located within the
26 County; and

27 **WHEREAS**, Government Code §§ 55631 and 55632 authorize the legislative body of any local
28 agency to contract with any other local agency for the furnishing of police protection to such other local

1 agency, where a "local agency" includes a neighboring city, county, federal government, or any federal
2 department or agency; and

3 **WHEREAS**, the Parties desire to enter into an agreement with provisions concerning the nature,
4 scope, and extent of OPSG collaboration, services rendered, and compensation; and

5 **WHEREAS**, County, by action of the Board of Supervisors through Minute Order No. 42, dated
6 February 6, 2024, approved and authorized the Imperial County Sheriff to enter into this Agreement with
7 participating agencies, and to sign all grant documents necessary to receive OPSG funds that will be used
8 to reimburse the participating agencies under this Agreement; and

9 **WHEREAS**, the Parties agree to maintain documentation supporting all expenditures reimbursed
10 from OPSG funds, ensure all expenditures are allowable under grant requirements, adhere to their
11 jurisdictions authorized procurement methods, and submit an organization-wide financial and compliance
12 audit report of **Two Million Two Hundred Thousand Dollars (\$2,200,000.00)** or more of OPSG federal
13 funds are expended in a fiscal year; and

14 **WHEREAS**, documentation and records shall be maintained and retained in accordance with
15 OPSG requirements and shall be available for audit and inspection; and

16 **WHEREAS**, for accounting purposes, the following is a description of OPSG funds: Federal
17 Grantor Agency: U.S. Department of Homeland Security; Pass Through Agency: California Governor's
18 Office of Emergency Services; Program Title: Homeland Security Grant Program; Federal CFDA
19 Number: 97.067.

20 **NOW THEREFORE**, and in consideration of the covenants and conditions hereinafter contained,
21 it is agreed between Parties as follows:

22 **1. PURPOSE AND INTENT.**

23 The purpose of this Agreement is to satisfy the OPSG proposal submitted to and awarded by DHS
24 and passed through CalOES under the OPSG for fiscal year 2023-2026.

25 **2. SCOPE OF WORK.**

26 **2.1. Method of Service Delivery.**

27 2.1.1. County's Sheriff's Office will maintain the OPSG and will be administratively
28 responsible for coordination of Parties' obligations under this Agreement.

2.1.2 The OPSG will be staffed as described in Paragraph 4. – Standards of Service:
Obligations of the Parties.

2.2. **Overview of Basic Services.**

2.2.1. Parties will provide OPSG activities by increasing the presence of law enforcement personnel in their designated areas of jurisdiction, in order to support DHS's Bureau of Customs and Border Protection ("CBP") and Office of the Border Patrol ("OBP") efforts to improve border security in the region.

2.2.2 Parties will enforce local and state laws within the agency's jurisdiction and will not enforce immigration laws on behalf of CBP/OBP.

2.2.3 Parties will conduct OPSG activities consistent with the California Values Act, including but not limited to Government Code Section 7284.6(b) and the following conditions:

(a) The primary purpose of OPSG activities will not be immigration enforcement, as defined in subdivision (f) of Government Code Section 7284.4.

(b) The enforcement or investigative duties will be primarily related to a violation of state or federal law unrelated to immigration enforcement.

(c) Participation in OPSG activities by a California law enforcement agency will not violate any local law or policy to which it is otherwise subject.

3. **TERM OF AGREEMENT.**

3.1. **Initial Term.** The term of this Agreement shall be from September , 2023, and shall continue in effect through and terminate at midnight on May 31 , 2026, subject to the provisions in Paragraphs 3.2. and 3.3. below.

3.2. **Option to Extend.** Renewal or extension of this Agreement beyond May 31, 2026 shall be subject to remaining grant funds and to a time extension approved by DHS and passed through CalOES.

1 3.3. **Termination.** Subject to the applicable provisions of State law, any Party may
2 terminate its participation in this Agreement upon a minimum of ninety (90) days
3 written notice to the other Parties.

4 ///

5 **4. STANDARDS OF SERVICE AND OBLIGATIONS OF PARTIES.**

6 4.1. **Anticipated Outcome.**

7 4.1.1. The anticipated outcome of the OPSG activities, to be provided by Parties under
8 this Agreement, is the increased presence of law enforcement personnel in their
9 designated areas of jurisdiction, to support CBP/OBP efforts to improve border
10 security in the region.

11 4.1.2. The anticipated outcome will be reached by achieving the goals and accomplishing
12 the missions set forth in this Agreement and in CBP's "Operations Order Report,"
13 hereinafter referred to as **Exhibit "A"** and incorporated by reference as though fully
14 set forth herein.

15 (a) Parties will provide enhanced enforcement by increasing patrol presence in
16 proximity to the border and/or routes of ingress from the border.

17 (b) Parties will utilize their unique investigatory and prosecutorial areas of
18 expertise in operations targeting criminal aliens upon reasonable suspicion
19 of, or for violation of, Section 1326 (a) of Title 8 of the United States Code
20 that may be subject to the enhancement specified in Section 1326(b)(2) of
21 Title 8 of the United States Code, if detected during an unrelated law
22 enforcement activity, to document fraud, and for intelligence development
23 including making necessary inquiries as permitted by Government Code
24 Section 7284.6(b).

25 (c) Parties shall increase intelligence/information sharing among each other,
26 which includes but is not limited to the following activities:

27 (i) Conducting monthly meetings with a minimum of one (1)
28 representative from each Party; and.

(ii) Sharing information during law enforcement operations.

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4.2. Personnel Qualifications and Assignment.

4.2.1 All Party personnel who perform OPSG activities pursuant to this Agreement shall have met the minimum qualifications designated for their specific classification.

4.2.2. Parties shall provide OPSG with qualified personnel to meet performance standards and scope of service defined herein and as further specified in **Exhibit "A."**

4.2.3. County Participating Agency Discretion.

(a) County's Sheriff's Office shall be responsible for the management, direction, and supervision of its OPSG personnel, and the standards of performance, discipline, and all other matters incidental to the performance of such services, in its sole but reasonable judgment, and in accordance with the provisions of applicable labor agreements.

(b) County's Sheriff's Office shall be the appointing authority for all of its personnel provided to OPSG by this Agreement.

(c) County's Department of Probation shall be responsible for the management, direction, and supervision of its OPSG personnel, and the standards of performance, discipline, and all other matters incidental to the performance of such services, in its sole but reasonable judgment, and in accordance with the provisions of applicable labor agreements.

(d) County's Department of Probation shall be the appointing authority for all of its personnel provided to OPSG by this Agreement.

(e) Non-County Parties shall have no liability for any direct payment of salary, wages, indemnity or other compensation or benefit to persons engaged in County's performance of this Agreement.

4.2.4. Non-County Parties' Discretion.

- 1 (a) Non-County Parties shall be responsible for the management, direction, and
2 supervision of their respective OPSG personnel, and the standards of
3 performance, discipline, and all other matters incident to the performance
4 of such services, in each respective non-County Party's sole but reasonable
5 judgment, and in accordance with the provisions of applicable labor
6 agreements.
- 7 (b) Each non-County Party shall be the appointing authority for its respective
8 personnel provided to the OPSG by this Agreement.
- 9 (c) County shall have no liability for any direct payment of salary, wages,
10 indemnity or other compensation or benefit to persons engaged in non-
11 County Party performance of this Agreement.

12 4.2.5. OPSG Coordinators.

- 13 (a) County's Sheriff's Office shall select and designate an OPSG Coordinator
14 who shall manage and direct the OPSG.
- 15 (b) County's Department of Probation and each non-County Party shall select
16 and designate an OPSG Coordinator under this Agreement.
- 17 (c) The designated OPSG Coordinator for each Party shall implement, as
18 needed, appropriate procedures governing the performance of all
19 requirements under this Agreement, and shall be responsible for meeting
20 and conferring in good faith in order to address any disputes which may
21 arise concerning implementation of this Agreement.

22 4.2.6. Staffing for Basic Services. Parties shall ensure that adequate numbers of their
23 qualified respective personnel are provided to OPSG activities at all times during
24 the term of this Agreement to meet the commitments set forth herein.

25 4.2.7. Pre-Authorization of Overtime.

- 26 (a) The OPSG Coordinator for each participating agency will be responsible
27 for authorizing all OPSG overtime prior to any detail.
28

1 (b) Any overtime scheduled for the OPSG Coordinator must be approved by
2 the department head or city manager.

3 /// 4.2.8. Equipment and Supplies.

4 (a) County's Sheriff's Office will provide its OPSG personnel with all supplies
5 and/or prescribed safety gear, body armor and or standard issue equipment
6 necessary to perform OPSG activities.

7 (b) County's Department of Probation will provide its OPSG personnel with all
8 supplies and/or prescribed safety gear, body armor and or standard issue
9 equipment necessary to perform OPSG activities

10 (c) Non-County Parties will provide their respective OPSG personnel with all
11 supplies and/or prescribed safety gear, body armor and/or standard issue
12 equipment necessary to perform OPSG activities unless otherwise specified
13 in **Exhibit "A."**

14 4.2.9. Party Monitoring. The County will monitor the performance of the Parties against
15 goals and performance standards set forth in this Agreement. Substandard
16 performance as determined by the County will constitute noncompliance with this
17 Agreement. If action to correct such substandard performance is not taken by the
18 Party/Parties within a reasonable period of time after being notified by the County,
19 suspension or termination procedures will be initiated.

20 **5. COST OF SERVICES/CONSIDERATION.**

21 **5.1. General.**

22 5.1.1. As full consideration for the satisfactory performance and completion by non-
23 County Parties of OPSG activities set forth in this Agreement, County shall pay
24 non-County Parties for personnel assigned to perform OPSG activities on the basis
25 of invoices and submittals as set forth hereunder.

26 5.1.2. Parties agree that awarded funds, identified as allowable costs as set forth in
27 **Exhibit "A"** shall be expended only for OPSG activities, operating expenses, and
28

1 equipment as detailed in **Exhibit "A"** for the applicable grant year, and that
2 unallowable costs are not reimbursed.

3 5.1.3. No reimbursement shall be made to a Party during any period of time within which
4 that Party is in default on filing any informational or financial reports required by
5 County. County, through its Sheriff's Office, shall make any necessary adjustments
6 to Party claims to correct for previous overpayments and disallowances or
7 underpayments.

8 5.1.4. Payments made by County are dependent on the continued availability of grant
9 funds from DHS passed through CalOES.

10 5.1.5. The amount of available OPSG funds shall not exceed **Two Million, Two Hundred**
11 **Thousand Dollars (\$2,200,000.00)**, unless otherwise provided for under this
12 Agreement.

13 5.2. **Personnel Cost/Rate of Compensation.**

14 5.2.1. During the term of this Agreement, County shall compensate Parties for
15 preauthorized overtime worked by personnel assigned to perform OPSG activities.

16 5.2.2. Compensation made by County is based upon available funding and the actual costs
17 incurred by Parties to provide OPSG activities under this Agreement.

18 5.3. **Method of Payment.**

19 5.3.1. Non-County Parties shall fax an itemized invoice, timesheets and any other related
20 supporting documentation that represents amounts due under this Agreement to
21 County's Sheriff's Office no later than 5:00 p.m., ten (10) business days following
22 the end of each calendar month during the term of this Agreement.

23 5.3.2. Invoices, timesheets and other related supporting documentation must have the
24 signature of each non-County Party's OPSG Coordinator, or his or her designee,
25 certifying that the invoices, timesheets, and related documentation are true and
26 correct.
27
28

1 5.3.3. Non-County Parties shall mail original documents in Paragraph 5.3.1. no later than
2 5:00 p.m. of the eleventh (11th) business day following the end of each calendar
3 month during the term of this Agreement to:

4 Imperial County Sheriff's Department
5 Fiscal Unit, Ref. OPSG
6 PO Box 1040
7 El Centro, CA 92244.

8 5.3.4. Within ten (10) business days after receipt of a valid invoice, County's Sheriff's
9 Office will process the request for reimbursement to DHS passed through CalOES.

10 5.3.5. Within ten (10) business days after receipt of reimbursement funds from DHS
11 passed through CalOES, County's Sheriff's Office will submit a claim for payment
12 to County's Auditor-Controller to pay non-County Parties for the service agreed to.

13 (a) County will request cash advances on the grant funds from DHS passed
14 through CalOES each quarter during the term of this Agreement.

15 (b) When County has a positive balance in its OPSG account, County will pay
16 non-County Parties for the service agreed to within ten (10) business days
17 of receipt of valid invoices.

18 5.3.6. Non-County Parties shall maintain payroll records for each and every person whose
19 costs are reimbursable under this Agreement, to include, at a minimum, the person's
20 name, classification, duty position, task and regular/overtime hours worked.

21 5.3.7. Upon request, non-County Parties shall make available to County's Sheriff's Office
22 all payroll records and other records that relate to the services provided under this
23 Agreement.

24 5.3.8. County Departments shall obtain reimbursement for qualifying OGSP activities
25 through procedures to be agreed upon within County.

26 **6. INDEMNIFICATION.**

27 **6.1. Indemnification Related to Workers' Compensation and Employment.**

28 6.1.1. County shall fully indemnify and hold harmless all non-County Parties and their
respective officers, employees and agents from any claims, losses, fines, expenses

(including attorneys' fees and court costs), costs, damages or liabilities arising from or related to:

(a) Any Workers' Compensation claim or demand or other Workers' Compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of County or any contract labor provider retained by County; or

(b) Any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of County.

6.1.2. Non-County Parties shall fully indemnify and hold harmless County and its officers, employees and agents from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to:

(a) Any Workers' Compensation claim or demand or other Workers' Compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the respective non-County Party or any contract labor provider retained by the respective non-County Party; or

(b) Any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the respective non-County Party or any contract labor provider retained by the respective non-County Party.

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1 **6.2. Indemnification Related to Acts and/or Omissions – Negligence.**

2 **6.2.1. Claims Arising from Sole Acts and/or Omissions of a Party.**

3 (a) Each Party to this Agreement hereby agrees to defend and indemnify the
4 other Parties to this Agreement and their agents, officers and employees,
5 from any claim, action, or proceeding against the other Parties arising solely
6 out of its own acts or omissions in the performance of this Agreement.

7 (b) At each Party's sole discretion, each Party may participate at its own
8 expense in the defense of any claim, action or proceeding, but such
9 participation shall not relieve any Party of any obligation imposed by this
10 Agreement.

11 (c) Parties shall notify each other promptly of any claim, action, or proceeding
12 and cooperate fully in the defense.

13 **6.2.2. Claims Arising from Concurrent Acts or Omissions.**

14 (a) Parties hereby agree to defend themselves from any claim, action or
15 proceeding arising out of the concurrent acts or omissions of Parties.

16 (b) Parties agree to retain their own legal counsel, bear their own defense costs
17 and waive their right to seek reimbursement of such costs, except as
18 provided in Paragraph 6.2.4. below.

19 **6.2.3. Joint Defense.**

20 (a) Notwithstanding Paragraph 6.2.2. above, in cases where Parties agree in
21 writing to a joint defense, Parties may appoint joint defense counsel to
22 defend the claim, action or proceeding arising out of the concurrent acts or
23 omissions of Parties.

24 (b) Joint defense counsel shall be selected by mutual agreement of Parties.

25 (c) Parties agree to share the costs of such joint defense and any agreed
26 settlement in equal amounts, except as provided in Paragraph 6.2.4. below.

27 (d) Parties agree that no Party may bind the others to a settlement agreement
28 without the written consent of the others.

1 6.2.4. Reimbursement and/or Reallocation. Where a trial verdict or arbitration award
2 allocates or determines the comparative fault of the Parties, Parties may seek
3 reimbursement and/or reallocation of defense costs, settlement payments,
4 judgments and awards, consistent with such comparative fault.

5 7. **GENERAL PROVISIONS.**

6 7.1. **Independent Contractor Status.**

7 7.1.1. In the performance of services under this Agreement, County and non-County
8 Parties acknowledge and agree that:

- 9 (a) County and its respective officers, agents and/or employees shall be deemed
10 independent contractors and not officers, agents or employees of non-
11 County Parties; and
12 (b) Non-County Parties and their respective officers, agents and/or employees
13 shall be deemed independent contractors and not officers, agents or
14 employees of County.

15 7.1.2. All personnel provided by County under this Agreement are under the direct and
16 exclusive supervision, daily direction, and control of County, and County assumes
17 full responsibility for the actions of such personnel in the performance of services
18 hereunder.

19 7.1.3. All personnel provided by non-County Parties under this Agreement are under the
20 direct and exclusive supervision, daily direction, and control of their respective
21 agencies, and each agency assumes full responsibility for the actions of such
22 personnel in the performance of services hereunder.

23 7.1.4. County and non-County Parties acknowledge and agree that County does not
24 control the manner and means of performing the work of non-County Parties'
25 officers, agents or employees who perform OPSG activities, nor does County have
26 the right to hire or terminate employment of such officers, agents or employees.

27 7.1.5. Non-County Parties do not control the manner and means of performing the work
28 of County officers, agents or employees who perform OPSG activities, nor do non-

1 County Parties have the right to hire or terminate employment of such officers,
2 agents or employees.

3 7.1.6. County has no authority of any kind to bind non-County Parties, and non-County
4 Parties have no authority to bind County in any respect whatsoever.

5 7.1.7. County shall not act or attempt to act, or represent itself directly or by implication
6 as an agent of non-County Parties, or in any manner assume or create or attempt to
7 assume or create any obligation on behalf of or in the name of non-County Parties.

8 7.1.8. Non-County Parties shall not act or attempt to act, or represent themselves directly
9 or by implication as an agent of County, or in any manner assume or create or
10 attempt to assume or create any obligation on behalf of or in the name of County.

11 7.2. **Insurance.** Parties agree to obtain, at their sole cost and expense, sufficient insurance to
12 cover the liabilities arising out of this Agreement.

13 7.3. **Notices.**

14 7.3.1. Any notice, request, demand or other communication required or permitted
15 hereunder shall be in writing and may be personally delivered or given as of the
16 date of mailing by depositing such notice in the United States mail, first-class
17 postage prepaid, and addressed as follows, or to such other place as each Party may
18 designate by subsequent written notice to each other:

19 County Parties:

20 Sheriff
21 Imperial County Sheriff's Office
22 PO Box 1040
El Centro, CA 92244

Chief Probation Officer
Imperial County Probation Department
324 Applestill Road
El Centro, CA 92243

23 District Attorney
24 Imperial County District Attorney's Office
25 940 West Main Street, Suite 102
El Centro, CA 92243

26 Non-County Parties:

27 California Highway Patrol
28 Fiscal Management Section
PO Box 942898
Sacramento, CA 94298-2898

Interim City Manager
Blythe Police Department
235 N. Broadway
Blythe, CA 92225

1 Imperial County Narcotics Task Force
2 2417 La Brucherie Road, Suite C
3 Imperial, CA 92251

Chief of Police
Brawley Police Department
351 Main Street
Brawley, CA 92227

4 Chief of Police
5 Calexico Police Department
6 420 East Fifth Street
7 Calexico, CA 92231

Chief of Police
El Centro Police Department
105 North Eleventh Street
El Centro, CA 92243

8 Chief of Police
9 Imperial Police Department
420 South Imperial Avenue
Imperial, CA 92251

Chief of Police
Calipatria Police Department
125 N. Park Ave.
Calipatria, CA 92233

10 Riverside County Sheriff
11 1500 Castellano Rd.
12 Riverside, CA 92509

San Bernardino County Sheriff
655 East Third Street
San Bernardino, CA 92415

13 7.3.2. A notice shall be effective:

- 14 (a) On the date of personal delivery if personally delivered before five o'clock
15 (5:00) p.m. on a business day; or
16 (b) On the first (1st) business day following personal delivery that did not occur
17 before five o'clock (5:00) p.m. on a business day; or
18 (c) Two (2) business days following the date the notice is postmarked for mail
19 delivery; or
20 (d) On the first (1st) business day following delivery to the applicable overnight
21 courier, if sent by overnight courier for next business day delivery; or
22 (e) When otherwise actually received.

23 7.4. **Amendment.** This Agreement may be modified or amended only by a written document
24 signed by all Parties, and no verbal understanding or agreement shall be binding on the
25 Parties.

26 7.5. **Assignment.** No Party shall assign any of its rights nor delegate any of its obligations
27 hereunder without the prior written consent of the other Parties.

28 7.6. **Entire Agreement.**

7.6.1. This Agreement constitutes the complete and exclusive statement of agreement
between County and non-County Parties with respect to the subject matter hereto.

1 7.6.2. All prior written and verbal understandings are superseded in total by this
2 Agreement.

3 **7.7. Construction.**

4 7.7.1. This Agreement will be deemed to have been made and shall be construed,
5 interpreted, governed, and enforced pursuant to and in accordance with the laws of
6 the State of California.

7 7.7.2. The headings and captions used in this Agreement are for convenience and ease of
8 reference only, and shall not be used to construe, interpret, expand or limit the terms
9 of the Agreement and shall not be construed against any one (1) Party.

10 **7.8. Waiver.**

11 7.8.1. A waiver by County or non-County Parties of a breach of any of the covenants to
12 be performed by County or non-County Parties shall not be construed as a waiver
13 of any succeeding breach of the same or other covenants, agreements, restrictions
14 or conditions of this Agreement.

15 7.8.2. The failure of any Party to insist upon strict compliance with any provision of this
16 Agreement shall not be considered a waiver of any right to do so, whether for that
17 breach or any subsequent breach.

18 7.8.3. The acceptance by County or non-County Parties of either performance or payment
19 shall not be considered a waiver of any other Party's preceding breach of this
20 Agreement.

21 **7.9. Authority to Enter Into Agreement.**

22 7.9.1. County and non-County Parties have all requisite power and authority to conduct
23 their respective business and to execute, deliver and perform the Agreement.

24 7.9.2. Each Party warrants that the individuals who have signed this Agreement have the
25 legal power, right and authority to make this Agreement and to bind each respective
26 Party.

27 **7.10. Cooperation.** County and non-County Parties will cooperate in good faith to implement
28 this Agreement.

1 7.11. **Counterparts.** This Agreement may be executed in one (1) or more counterparts, each of
2 which shall be deemed to be an original, but all of which together shall constitute one (1)
3 and the same instrument.

4 7.12. **Severability.**

5 7.12.1. This Agreement is subject to all applicable laws and regulations.

6 7.12.2. If any provision of this Agreement is found by any Court or other legal authority,
7 or is agreed upon by the Parties, to be in conflict with any law or regulation, then
8 the conflicting provision shall be considered null and void.

9 7.12.3. If the effect of nullifying any conflicting provision is such that a material benefit of
10 this Agreement to any Party is lost, then the Agreement may be terminated at the
11 option of the affected Party, with the notice as required in this Agreement.

12 7.12.4. In all other cases, the remainder of this Agreement shall be severable and shall
13 continue in full force and effect.

14 7.13. **Legislative Changes.** If any changes are made to laws or regulations under which this
15 Agreement is made, or to any successor legislation or regulations, or if DHS passed through
16 CalOES imposes any budget requirements or limitations applicable to this Agreement and
17 the services to be provided hereunder, then:

18 7.13.1. To the extent any of the changes are of mandatory application, such change(s) shall
19 apply to the Parties and this Agreement, and this Agreement shall be deemed to be
20 amended to be consistent with such change(s) except to the extent that such
21 change(s) alter(s) a material provision of this Agreement, in which case, such
22 material provision shall be voidable, and the Parties will negotiate in good faith to
23 amend the Agreement as necessary; and

24 7.13.2. To the extent any of the changes are not of mandatory application, such change(s)
25 shall not affect this Agreement or the rights or obligations of County and non-
26 County Parties under this Agreement, unless Parties mutually agree to subject
27 themselves to such change(s).

28 7.14. **Representation.**

1 7.14.1. County's Sheriff's Office, District Attorney's Office, and Department of Probation
2 shall be represented by their respective OPSG Coordinators, or their designees, in
3 all discussions pertaining to this Agreement.

4 7.14.2. Non-County Parties shall be represented by their respective OPSG Coordinators,
5 or their designees, in all discussions pertaining to this Agreement.

6 **7.15. Dispute Resolution Concerning Services and Payment.** In the event of any dispute
7 concerning services and payment arising from this Agreement, Parties' OPSG
8 Coordinators, or their respective designees, will meet and confer within ten (10) business
9 days after receiving notice of the dispute to resolve the dispute.

10 **7.16. Termination of Funding.**

11 7.16.1. In the event that funding for reimbursement of costs related to OPSG activities is
12 terminated by DHS passed through CalOES, this Agreement, in its entirety, shall
13 be considered null and void, and Parties shall no longer be required to provide
14 OPSG activities as described herein.

15 7.16.2. In the event that funding for reimbursement of costs related to OPSG activities is
16 terminated, Parties shall meet immediately, and if agreed upon by Parties, mutually
17 develop and implement, within a reasonable period, a transition plan for the
18 provision of OPSG activities through alternate means.

19 **7.17. Obligation.** This Agreement shall be binding upon the successors of the Parties.

20 ///

21 **8. SPECIAL PROVISIONS.**

22 **8.1. Lobbying and Political Activities.**

23 8.1.1. As required by Section 1352, Title 31 of the United States Code (U.S.C.), for
24 persons entering into a contract, grant, loan, or cooperative agreement from an
25 agency or requests or receives from an agency a commitment providing for the
26 United States to insure or guarantee a loan, each Party independently certifies that:

- 27 (a) No federal appropriated funds have been paid for or will be paid, by or on
28 behalf of the undersigned, to any person for influencing or attempting to

1 influence an officer or employee of an agency, a Member of Congress, an
2 officer or employee of Congress, or an employee of a Member of Congress
3 in connection with the awarding of any Federal contract, the making of any
4 federal grant, the making of any federal loan, the entering into of any
5 cooperative agreement, and the extension, continuation, renewal,
6 amendment, or modification of any federal contract, grant, loan, or
7 cooperative agreement.

8 (b) If any funds other than federal appropriated funds have been paid or will be
9 paid to any person for influencing or attempting to influence an officer or
10 employee of any agency, a Member of Congress, an officer or employee of
11 Congress, or an employee of a Member of Congress in connection with this
12 federal contract, grant, loan, or cooperative agreement, the undersigned
13 shall complete and submit Standard Form-LLL, "Disclosure Form to Report
14 Lobbying," in accordance with its instructions.

15 (c) The undersigned shall require that the language of this certification be
16 included in the award documents for all subawards at all tiers (including
17 subcontracts, subgrants, and contracts under grants, loans, and cooperative
18 agreements) and that all subrecipients shall certify and disclose accordingly.

19 8.1.2 When applicable, each Party will also comply with provisions of the Hatch Act (5
20 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of
21 employees whose principal employment activities are funded in whole or in part
22 with federal funds.

23 8.1.3 Finally, each Party agrees that federal funds will not be used, directly or indirectly,
24 to support the enactment, repeal, modification, or adoption of any law, regulation,
25 or policy without the express written approval from Cal OES or the federal
26 awarding agency.
27
28

1 **8.2. Debarment and Suspension.**

2 8.2.1. Each Party will provide protection against waste, fraud, and abuse by debarring or
3 suspending those persons deemed irresponsible in their dealings with the federal
4 government. Each Party independently certifies that it and its principal,
5 subgrantees, recipients, or subrecipients:

- 6 (a) Are not presently debarred, suspended, proposed for debarment, declared
7 ineligible, or voluntarily excluded from covered transactions by any federal
8 department or agency;
- 9 (b) Have not within a three-year period preceding this Agreement, been
10 convicted of or had a civil judgment rendered against them for commission
11 of fraud or a criminal offense in connection with obtaining, attempting to
12 obtain, or performing a public (federal, state, or local) transaction or
13 contract under a public transaction; violation of federal or state antitrust
14 statutes or commission of embezzlement, theft, forgery, bribery,
15 falsification or destruction of records, making false statements, or receiving
16 stolen property;
- 17 (c) Are not presently indicted for or otherwise criminally or civilly charged by
18 a governmental entity (federal, state, or local) with commission of any of
19 the offenses enumerated in paragraph (2)(b) of this certification; and
- 20 (d) Have not within a three-year period preceding this Agreement, had one or
21 more public transactions (federal, state, or local) terminated for cause or
22 default.

23 8.2.2. Where a Party, its subgrantees, recipients, or subrecipients, under this Agreement
24 is unable to certify to any of these statements in the certification listed in Paragraph
25 8.2.1, such Party shall provide a written explanation to County.
26
27
28

1 **9. CALIFORNIA LAW.**

2 This Agreement is executed and delivered within the State of California and the rights and
3 obligations of the Parties hereto shall be construed and enforced in accordance with and governed by the
4 laws of the State of California.

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

7
8 **COUNTY OF IMPERIAL
SHERIFF'S OFFICE**

**COUNTY OF IMPERIAL
DEPARTMENT OF PROBATION**

9
10 By: _____
11 Federico Miramontes
Sheriff

By: _____
Daniel Prince
Chief Probation Officer

12
13 **COUNTY OF IMPERIAL
DISTRICT ATTORNEY'S OFFICE**

**IMPERIAL COUNTY NARCOTICS
TASK FORCE**

14
15 By: _____
16 George Marquez
District Attorney

By: _____
George Marquez
Imperial County District Attorney

17
18 **CALIFORNIA HIGHWAY PATROL
CALEXICO OFFICE,
19 EL CENTRO OFFICE,
20 WINTERHAVEN OFFICE**

**SAN BERNARDINO COUNTY
SHERIFF'S DEPARTMENT**

21
22 By: _____
23 Tommie Cocroft
Border Division Chief

By: _____
Shannon D. Dicus
San Bernardino County Sheriff-Coroner

24
25 **CITY OF BRAWLEY
26 POLICE DEPARTMENT**

**CITY OF CALEXICO
POLICE DEPARTMENT**

27
28 By: _____
Jimmy Duran
Chief

By: _____
Armando Orozco
Chief

1 **CITY OF EL CENTRO**
2 **POLICE DEPARTMENT**

3
4 By: _____
5 Robert Sawyer
6 Chief

CITY OF IMPERIAL
POLICE DEPARTMENT

By: _____
Aaron Reel
Chief

7 **CITY OF BLYTHE**
8 **POLICE DEPARTMENT**

9
10 By: _____
11 Mallory Crecelius
12 Interim City Manager

CITY OF CALIPATRIA
POLICE DEPARTMENT

By: _____
Cheryl Fowler
Chief

13 **COUNTY OF RIVERSIDE**
14 **SHERIFF'S OFFICE**

15
16 By: _____
17 Chad Bianco
18 Sheriff/Coroner

19 **APPROVED AS TO FORM:**

20 Eric Havens
21 County Counsel

APPROVED AS TO FORM:

Minh C. Tran
County Counsel – County of Riverside

22 By: _____
23 Danuta Tuszynska
24 Deputy County Counsel

By: _____
Amrit P. Dhillon
Deputy County Counsel

DATE SUBMITTED 01/08/25
 SUBMITTED BY Police Department
 DATE ACTION REQUIRED 01/15/25

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: **DISCUSSION/ACTION: Approval to Donate Old Jail Booking Records and Citation Books to the Pioneers' Museum**

DEPARTMENT INVOLVED: Police Dept.

BACKGROUND/SUMMARY:

The Police Department has identified a collection of outdated jail booking records and citation books that are no longer required for administrative, legal, or operational purposes. These materials hold significant historical value and provide a unique perspective on the history of law enforcement and the community.

The Pioneers' Museum has expressed interest in acquiring these records to include in their exhibits and archives, preserving the legacy and history of the city's law enforcement practices.

Donating these materials to the Pioneers' Museum allows the city to preserve its history while freeing up storage space within the Police Department. This donation aligns with the city's commitment to supporting local cultural and historical organizations.

All records proposed for donation have been reviewed to ensure they do not contain sensitive or confidential information that could compromise individual privacy or security.

FISCAL IMPACT: None

ADMIN
SERVICES
SIGN INITIALS JMS

STAFF RECOMMENDATION: Approve

DEPT. INITIALS MS + YC

MANAGER'S RECOMMENDATION: approve

CITY
MANAGER'S
INITIALS John

MOTION:

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

Dear Chief Reel,

It was a pleasure meeting with you today. I enjoyed seeing the jail books and showing you the law enforcement gallery and similar jail books from the other cities in the valley which we have in our archives. It was interesting to learn more from you about the history of the patches and badges we have on display.

The Imperial County Historical Society Pioneers' Museum is interested in obtaining the jail books you showed me. We will house these in our permanent archival collections alongside our other law enforcement records from around the valley. These records will add to our mission to preserve and share the history of the valley.

Thank you for your interest in preserving these records to share with the community at our museum. I am looking forward to hearing from you about the next steps.

Thank you,
Tyler

Tyler Brinkerhoff
Archivist, Pioneers' Museum
Imperial County Historical Society
373 E Aten Rd.
Imperial, CA 92251

archivist@pioneersmuseum.net
760-352-3211

DATE SUBMITTED 01/08/25
 SUBMITTED BY Police Department
 DATE ACTION REQUIRED 01/15/25

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: **DISCUSSION/ACTION: Approval of the MOU between the Imperial Police Department and the Imperial County Narcotic Task Force**

DEPARTMENT INVOLVED:
Police

BACKGROUND/SUMMARY:

The City of Imperial Police Department seeks City Council approval to enter into a Memorandum of Understanding (MOU) with the Imperial County Narcotic Task Force (ICNTF). The MOU will formalize an agreement for the placement of a City of Imperial Police Officer on the ICNTF. This partnership aims to enhance collaborative efforts in combating narcotics-related crimes, improving public safety, and strengthening law enforcement cooperation within Imperial County.

FISCAL IMPACT:
NONE

FINANCE
INITIALS JMS

STAFF RECOMMENDATION:
Staff recommends approval of the MOU.

DEPT. INITIALS MS#401

MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS AM

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

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

IMPERIAL COUNTY NARCOTIC TASK FORCE
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made between the Imperial County Narcotic Task Force ("ICNTF" or "Task Force") and the parties identified as "Parent Agency" or "Parent Agencies" in this MOU.

RECITALS

WHEREAS, the Parties hereto do not intend to create a stand-alone/separate entity nor shall any provision of this MOU be interpreted as creating a stand-alone/separate entity. Instead, the Task Force and Parent Agencies are independent entities who wish to cooperate with a common goal to end illicit drug trade and trafficking in Imperial County; and

WHEREAS, in the pursuit of its goals as described herein, it is the intention of the Parties to engage and follow the policies as set forth in the ICNTF Policy and Procedure Manual, a copy of which is incorporated herein by this reference; and

WHEREAS, the activities undertaken by the Parties hereto in pursuit of its common goals shall be directed by the Task Force; and

WHEREAS, each Party hereto shall indemnify and save harmless each of the other Parties hereto from all claims, suits or actions of every kind brought for or on account of, injuries to or death of any person or damage to property arising from or related to the fault or negligence of the indemnifying Party; and

WHEREAS, each Party hereto shall take out and maintain insurance (or be permissibly self-insured/members of a liability self-insurance pool).

NOW, THEREFORE, in recognition of evidence that trafficking in narcotics and dangerous drugs exists in the Imperial County area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the Imperial County, the Parties hereto agree to the following.

1. The ICNTF will perform the activities and duties described below:

- a. Disrupt the illicit drug traffic in the Imperial County area by immobilizing targeted violators and trafficking organizations;
- b. Gather and report intelligence data relating to trafficking in narcotic and dangerous drugs; and
- c. Conduct undercover operations where appropriate and engage in other traditional methods of investigation so that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of California.

2. To accomplish the objectives of the ICNTF, the Parent Agency agrees to detail one (1) experienced officer to the ICNTF for a period of not less than two years but no more than five years. During this period of assignment, the Parent Agency officers will be under the direct supervision and control of the El Centro Police Department and Imperial County Sheriff's Office supervisor personnel assigned to the Task Force.
3. The Parent Agency officers assigned to the Task Force shall adhere to ICNTF policies and procedures. Failure to adhere to ICNTF Policies and procedures shall be grounds for immediate dismissal from the Task Force. The parent agency agrees to immediately remove their assigned personnel upon request from the Executive Directors.
4. To accomplish the objectives of the ICNTF, the El Centro Police Department and Imperial County Sheriff's Department will assign one supervisor equivalent to the rank of sergeant or above and one supervisor equivalent to the rank of lieutenant or higher, respectively, to supervise the Task Force. The Parent agency agrees to provide and maintain a vehicle for each of its assigned Task Force Officers. The El Centro Police Department and Imperial County Sheriff's Department will work with the High Intensity Drug Trafficking Area ("HIDTA"). There are several fiduciaries that HIDTA uses to pay for overtime, equipment, travel, etc. and it is understood that HIDTA works through fiduciary agencies to fund the program.
5. During the period of assignment to the ICNTF, the Parent Agency will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force and making all payments due them. HIDTA will reimburse the Parent Agency for overtime payments, subject to the availability of funds, and in accordance with HIDTA program policy. Reimbursement for all types of qualified expenses shall be contingent upon the availability of funds and submission of a proper request for reimbursement, which shall be submitted monthly or quarterly on a fiscal year basis and which provides the names of investigators who incurred overtime for ICNTF during the invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator and the total cost for the invoiced period. The Parent Agency will bill overtime as it is performed and no later than 60 days after the end of each quarter in which the overtime is performed. Note: Task Force officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses.
6. In no event will the Parent Agency charge any indirect cost rate to ICNTF for the administration or implementation of this MOU.
7. The Parent Agency shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this MOU on a current basis in accordance with generally accepted accounting principles and instructions provided by ICNTF and HIDTA to facilitate on-site inspection and auditing of such records and accounts.
8. The Parent Agency shall permit and have readily available for examination and auditing by ICNTF and HIDTA and any of their duly authorized agents and representatives any and all records, documents, accounts, invoices, receipts or expenditures relating to this MOU. The Parent Agency shall maintain all such reports and records until all audits and examinations are completed and resolved or for a period of six (6) years after termination of this MOU, whichever is later.

9. The Parent Agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, as amended, and all requirements imposed by the State of California.
10. The Parent Agency agrees to notify the ICNTF Executive Board of any concerns regarding Brady violations related to any employee assigned to the Task Force.
11. The Parent Agency agrees to refer all press inquiries and requests for press releases, to the Task Force supervisors.
12. The term of this MOU shall not extend past five (5) years. Any Party may immediately opt out of this MOU at any time by providing written notice to the other Parties. Such notice shall be effective upon receipt. Upon opting out, the opting out party shall not be responsible for any further obligations or liabilities arising under this MOU, except for those obligations incurred prior to the effective date of the opt-out. HIDTA's support to the Task Force, including reimbursement of overtime, is subject to the availability of funds on a calendar year basis (January 1 through December 31 each year). Billing for all outstanding obligations must be received by HIDTA within 60 days of the end of the fiscal year or within 60 days of the date of termination of this MOU. HIDTA will be responsible only for obligations incurred by the Parent Agency during the term of this MOU on a fiscal year basis, subject to the availability of funds and in accordance with HIDTA program policy.
13. This MOU shall become effective on the date the last Party hereto executes the same. In order to accommodate the number of Parties involved, signatures may be obtained in counterparts, by electronic means or by any method which preserves the integrity of the signature.

For the Task Force:

Fred Miramontes, Imperial County Sheriff

Date: _____

Robert Sawyer, El Centro Police Chief

Date: _____

For the Parent Agencies:

Aaron Reel, Imperial Police Chief

Date: _____

Drug Enforcement Agency

Date: _____

Border Patrol

Date: _____

Imperial County Probation

Date: _____

Imperial County Social Services

Date: _____

Brawley Chief of Police

Date: _____

Calipatria Chief of Police

Date: _____

Calexico Police Chief

Date: _____

Calipatria Prison

Date: _____

Centinela Prison

Date: _____

U.S. Marshal

Date: _____

Westmorland Police Chief

Date: _____

ATF

Date: _____

Imperial County District Attorney

Date: _____

DATE SUBMITTED

01/08/25

SUBMITTED BY

Police Department

DATE ACTION REQUIRED

01/15/25

COUNCIL ACTION

(X)

PUBLIC HEARING REQUIRED

()

RESOLUTION

()

ORDINANCE 1ST READING

()

ORDINANCE 2ND READING

()

CITY CLERK'S INITIALS

()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT:

DISCUSSION/ACTION: Approval of firearm Donation to the Blythe Police Department

DEPARTMENT INVOLVED:

Police

BACKGROUND/SUMMARY:

The City of Imperial Police Department seeks City Council approval to donate six surplus firearms to the Blythe Police Department. The firearms include four Heckler & Koch (H&K) MP5 submachine guns, one Remington 700 Rifle, and one Ruger Mini-14 rifle. These firearm platforms are no longer in use by the City of Imperial Police Department due to operational changes and the Department's standardization of equipment. The donation will allow the Blythe Police Department to utilize the firearms for law enforcement purposes where they are needed. The transfer will help ensure that these resources are effectively used to support public safety while avoiding unnecessary storage or disposal costs. The Blythe Police Department has agreed to complete all required paperwork, including Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) transfer documentation, to ensure the donation complies with all federal, state, and local regulations.

FISCAL IMPACT:

NONE

FINANCE
INITIALS

JMS

STAFF RECOMMENDATION:

Approve

DEPT. INITIALS

MS#44

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

OHM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED

()

DISAPPROVED

()

REJECTED

()

DEFERRED

()

REFERRED TO:



**CITY OF BLYTHE
CITY COUNCIL MEETING**

STAFF REPORT

MEETING DATE: January 14, 2025

SUBJECT: Acceptance of equipment Donation

PRESENTED BY: Garth V. Dale, Chief of Police

PREPARED BY: Garth V. Dale, Chief of Police

RECOMMENDATION: Staff recommends the City Council accept the donation of six firearms from The City of Imperial for use by The Blythe Police Department.

FISCAL IMPACT: \$50.00 upon delivery for cleaning supplies. Estimated average cost of \$50.00 a year for maintenance.

BACKGROUND: The Blythe Police Department Administration is constantly searching to improve equipment used for law enforcement services. Often, we are unable to obtain modern equipment because of budget restraints and search for used equipment that can be donated by other departments. An example of this was the much-needed mobile command post obtained in 2023 from the Riverside County Sheriff's Department. The City of Imperial is willing to donate 6 firearms to The City of Blythe for use by The Blythe Police Department once the firearms are inspected by POST certified, in-house armorers and transferred as required by The Bureau of Alcohol, Tobacco, Firearms and Explosives.

STAFF REPORT: Staff has been in contact with Chief Reel of the Imperial Police Department. Chief Reel has offered to Donate, with approval from the Imperial City Council, 6 firearms his department no longer has a use for. These firearms are of a type and caliber that The Blythe Police Department can use for special operations and emergency response.

Based on the need of this equipment by public safety, and cost savings of accepting it as a donation, staff recommends accepting the donation from the City of Imperial.

ATTACHMENTS:

1. Inventory of Firearms to be donated.

Aaron Reel

From: Garth Dale <gdale@cityofblythe.ca.gov>
Sent: Monday, January 6, 2025 5:15 PM
To: Aaron Reel
Subject: Surplus Firearms donation request
Attachments: Imp Gun list.docx; Imp PD donation Staff Report-Draft.doc

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

Hello Chief Reel,

Please accept this as a formal request for donation of 6 firearms from the City of Imperial to the City of Blythe. If approved, we will complete the transfer per ATF requirements on an ATF form 5. I have included a copy of our staff report for our City Council approval and a detailed list of the requested firearms.

Thank you for your consideration in this matter

Sincerely,

Garth V. Dale
Chief of Police
Blythe Police Department
240 N. Spring Street
Blythe, CA 92225
760-922-6111



LAW ENFORCEMENT USE ONLY WARNING: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use, distribution or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication. Permission to forward or distribute anything from this communication to any non-law enforcement contacts must be sought through the originator/originating agency of the information contained herein.

DATE SUBMITTED 01/10/2025
 SUBMITTED BY R. ALEJANDRO ESTRADA
 DATE ACTION REQUIRED 1/15/25

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

1. APPROVAL OF FUNDS RELATED TO THE PURCHASE OF TWO DELL POWER EDGE R660xs SERVERS IN THE AMOUNT OF 47,731.19 FOR THE GIS ENTERPRISE SERVICES.

DEPARTMENT INVOLVED: DEPARTMENT OF INNOVATION & TECHNOLOGY

BACKGROUND/SUMMARY:

During the initial analysis and discussions, it was determined that the city's servers met the requirements for implementing ArcGIS Enterprise. However, following the Jumpstart kickoff meeting with ESRI for the Enterprise Implementation, ESRI's engineers recommended increasing the server capacity. This recommendation was based on our proposed server architecture, designed to isolate GIS components for easier troubleshooting and improved system performance and management. The upgraded servers will meet anticipated demands, support replication, and enable multi-tiered environments for a robust Enterprise GIS.

Additionally, since the initial server analysis, the city has begun implementing a new Asset Management System (AMS). The AMS is expected to become integral to daily workflows across many departments, further increasing the need for replication due to its heavy reliance on the city's GIS.

FISCAL IMPACT:

50% - 19-145-5442 (GIS FUND)
 50% - 19-000-4280 (DoIT Services)

FINANCE
INITIALS

DP

STAFF RECOMMENDATION:

It is staffs recommendation to approve the disbursement of funds.

DEPT. INITIALS

[Signature]

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER's
INITIALS

ATM

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

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

REFERRED TO:

Subject:

FW: Your Dell Quote 3000184770822.6



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Jan. 24, 2025**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote Name:	City of Imperial	Sales Rep	Michael Spencer
Quote No.	3000184770822.6	Phone	1(800) 456-3355, 6179343
Total	\$47,731.19	Email	Michael_Spencer2@Dell.com
Customer #	22970290	Billing To	ACCTS PAYABLE CITY OF IMPERIAL 420 S IMPERIAL AVE IMPERIAL, CA 92251-1637
Quoted On	Jan. 10, 2025		
Expires by	Jan. 24, 2025		
Contract Name	Dell NASPO Computer Equipment PA - California		
Contract Code	C000001115143		
Customer Agreement #	23026 / 7-23-70-55-01		
Solution ID	19906834.6		
Deal ID	27802933		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Michael Spencer

Product	Unit Price	Quantity	Subtotal
PowerEdge R660xs Tailor Made - [pe_r660xs_tm]	\$22,232.05	2	\$44,464.10

Subtotal:	\$44,464.10
Shipping:	\$0.00
Non-Taxable Amount:	\$2,308.34
Taxable Amount:	\$42,155.76
Estimated Tax:	\$3,267.09

Total: \$47,731.19



Shipping Group Details

Shipping To
ALEX ESTRADA
CITY OF IMPERIAL
420 S IMPERIAL AVE
IMPERIAL, CA 92251-1637
(760) 481-7672

Shipping Method
Standard Delivery

	Unit Price	Quantity	Subtotal
PowerEdge R660xs Tailor Made - [pe_r660xs_tm]	\$22,232.05	2	\$44,464.10
Estimated delivery if purchased today: Jan. 22, 2025 Contract # C000001115143 Customer Agreement # 23026 / 7-23-70-55-01			

Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R660xs	210-BFUZ	-	2	-
Trusted Platform Module 2.0 V3	461-AAIG	-	2	-
2.5" Chassis with up to 8 NVMe Drives, RAID Config, PERC12	321-BILP	-	2	-
Intel Xeon Gold 5416S 2G, 16C/32T, 16GT/s, 30M Cache, Turbo, HT (150W) DDR5-4400	338-CHSL	-	2	-
Intel Xeon Gold 5416S 2G, 16C/32T, 16GT/s, 30M Cache, Turbo, HT (150W) DDR5-4400	338-CHSL	-	2	-
Additional Processor Selected	379-BDCO	-	2	-
Heatsink for 2 CPU configuration (CPU less than or equal to 150W)	338-CHQT	-	2	-
Performance Optimized	370-AAIP	-	2	-
5600MT/s RDIMMs	370-BBRX	-	2	-
C34, RAID 5 with NVMe and front PERC	379-BEGF	-	2	-
PERC H965i Controller, Front	405-BBBY	-	2	-
Front PERC Mechanical Parts, rear load	750-ADWO	-	2	-
No Hard Drive	400-ABHL	-	2	-
Performance BIOS Settings	384-BBBL	-	2	-

UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	2	-
Very High Performance Fan X7	384-BDJD	-	2	-
Dual, (1+1) Redundant, Hot-Plug Power Supply, 800W MM (100-240Vac)	450-AIQX	-	2	-
Riser Config 3, Low Profile, 1x16 LP Slots (Gen4)	330-BCCC	-	2	-
PowerEdge R660xs Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM	329-BHOF	-	2	-
Broadcom 57504 Quad Port 10/25GbE, SFP28, OCP NIC 3.0	540-BCRX	-	2	-
Dell Luggage Tag, 0/6/8/10	325-BEUF	-	2	-
PowerEdge 1U LCD Bezel	325-BEUG	-	2	-
BOSS-N1 controller card + with 2 M.2 480GB - (RAID 1)	403-BCRT	-	2	-
Riser for Boss	490-BJKK	-	2	-
Windows Server 2025 Datacenter, 16CORE, FI, No MED, UnLTD VMs, NO CALs, Multi Language	634-CVFS	-	2	-
Windows Server 2025 Datacenter, 16CORE, DF Recovery Image, Multi Lang, (Downgrade not included)	528-DHTX	-	2	-
Windows Server 2025 Datacenter, No Media, WS2022 DC Downgrade DF Media, Multi Language	528-DHTZ	-	2	-
Windows Server 2025 Datacenter, No Media, WS2022 DC Downgrade w/DVD Media, Multi Lang	634-CVBR	-	2	-
Windows Server 2025 Datacenter, No Media, WS2019 DC Downgrade DF Media, Multi Language	528-DHVF	-	2	-
Windows Server 2025 Datacenter, No Media, WS2019 DC Downgrade w/DVD Media, Multi Lang	634-CVBN	-	2	-
Windows Server 2025 Datacenter, 16CORE, Media Kit, Multi Lang, (Downgrade not included)	634-CVGF	-	2	-
Dell Connectivity Client - Enabled	379-BFXS	-	2	-
Dell Connectivity Module	634-CYDF	-	2	-
iDRAC9, Enterprise 16G	528-CTIC	-	2	-
OpenManage Enterprise Advanced Plus	528-CTZH	-	2	-
No Quick Sync	350-BCEM	-	2	-
iDRAC, Factory Generated Password	379-BCSF	-	2	-
iDRAC Service Module (ISM), NOT Installed	379-BCQX	-	2	-
iDRAC Group Manager, Disabled	379-BCQY	-	2	-
Hyper-V role enabled with pre-installed Standard or Datacenter Ed OS on incl Virtual HDD	618-BBEC	-	2	-

A11 drop-in/stab-in Combo Rails Without Cable Management Arm (A11)	770-BCJI	-	2	-
PowerEdge R660xs Shipping	340-DCZI	-	2	-
PowerEdge R660xs, 10x2.5, 4x3.5 Long Drive Shipping Material	340-DFKL	-	2	-
PowerEdge R660xs HS5610 Label, CCC Marking, No CE Marking, for below 1300W PSU	389-FBMC	-	2	-
ProSupport 7x24 Technical Support and Assistance 3 Years	892-9155	-	2	-
ProSupport Next Business Day On-Site Service After Problem Diagnosis 3 Years	892-9163	-	2	-
Dell Hardware Limited Warranty Plus On-Site Service	892-9164	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800-945-3355	989-3439	-	2	-
On-Site Installation Declined	900-9997	-	2	-
32GB RDIMM, 5600MT/s, Dual Rank	370-BBRY	-	16	-
960GB Data Center NVMe Read Intensive AG Drive U2 Gen4 with carrier	400-BMTJ	-	16	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	4	-
Windows Server 2025 Datacenter Edition,Add License,16CORE,NO MEDIA/KEY	634-CVFX	-	2	-

Subtotal: \$44,464.10
Shipping: \$0.00
Estimated Tax: \$3,267.09

Total: \$47,731.19

CONNECT WITH DELL:



BROWSE MORE OPTIONS:



IT Transformation



Laptops



Desktops



Servers & Storage



2-in-1's



Electronics & Accessories



Financing Options



Dell Services



Dell Support



Subscription Center



Events



Dell Premier

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

August 25, 2023

City of Imperial

Community Development Department

Attn: Mr. Othon Mora, Director

Dear Mr. Mora,

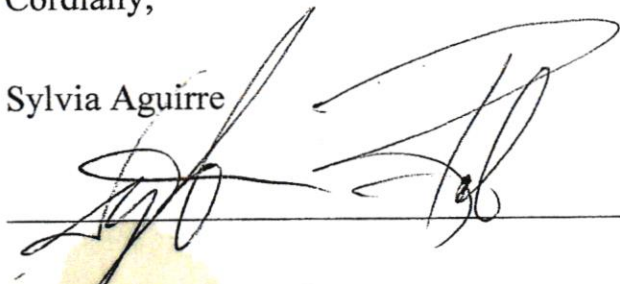
I would like to call to your attention to the vacant, dilapidated, and rodent infested property located at 407 W. Barioni Blvd. next door to my home. It is also a magnet for homeless individuals who in the past have been arrested. This is a big concern for the health and safety of my family and neighbors.

I have reached out several times to complain about this nuisance and am awaiting a response from your department for a date in which city crews can clean up this property.

If you have any questions you may reach me at 760-879-8806.

Cordially,

Sylvia Aguirre



411 W Barioni

Neighbors surrounding property

JJ 222 Bariz Garza 101 N F barioni blvd
Beatriz Rando 413 W Barioni Imperial
PATRICIA LEAL 417 W. BARIONI BLVD. IMPERIAL
Fernando Leal Soto 417 W. Barioni Imperial