



Imperial City Council

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

AGENDA

Regular Meeting of the Imperial City Council

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

April 17, 2024

Closed Session at 06:00 pm

Open Session at 07:00 pm

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

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

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

6:00 P.M. CLOSED SESSION

CALL TO ORDER

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

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

A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – G.C § 54956.8

Property Address: Old Post Office

(APN# 064-055-005)

Agency Negotiator: Dennis H. Morita, City Manager

Negotiating Parties: AT & T

Under Negotiation: Instructions to Negotiator Regarding Price & Terms

B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION – G.C § 54956.7 (b)(1)

Title of Position: City Manager

CITY COUNCIL CONVENES TO REGULAR MEETING

7:00 P.M. REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

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

CITY ATTORNEY REPORT ON CLOSED SESSION ACTIONS

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

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

A. PRESENTATIONS:

A-1. Proclamation presentation for Community Development Week

A-2. Proclamation presentation for National Public Safety Telecommunicators Week

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

B-1. Approval of Claims and Warrants Report

B-2. Approval of City Council Minutes of April 3, 2024

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

C-1. Approval of special event application submitted by the Department of Homeland Security for their Imperial Valley Law Enforcement Relay Run event.

Staff Report: Tony Lopez, Parks and Recreation Director

Recommended Action: Staff recommends approval of the special event application.

C-2. Approval of a second amendment to the Imperial Police Officers Association (IPOA) Memorandum of Understanding (MOU) to clarify language regarding holiday pay calculations for CalPERS.

Staff Report: Kristen Smith, Human Resources Manager

Recommended Action: Staff recommends approval of a second amendment to the IPOA MOU.

C-3. Accept and approve project completion of Highway 86 Fence Replacement Project from 2nd Street to Marshall Avenue.

Staff Report: Othon Mora, Community Development Director

Recommended Action: Staff recommends approval of the final contract amount, acceptance of completed project and to authorize the City Clerk to file the Notice of completion with the Imperial County Clerk Recorder's Office.

C-4. Approval of commercial agreement between Quick Quack Car Wash and the City of Imperial Police Department.

Staff Report: Aaron Reel, Chief of Police

Recommended Action: Staff recommends approval of the agreement with Quick Quack Car Wash for Police Department vehicle car wash services.

D. REPORTS:

D-1. Department Reports

D-2. City Manager Report

D-3. Mayor and Councilmember Reports

ADJOURNMENT:

The next regular scheduled meeting of the Imperial City Council is Wednesday, May 1, 2024.

AFFIDAVIT OF POSTING

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

Dated: April 12, 2024



KRISTINA SHIELDS
City Clerk

B-1

Check Register Report

Date: 04/09/2024

Time: 2:34 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								
116791	04/01/24	Printed			735	ACADEMI AWARDS & TROPHIES	7826 77863	32.48
116792	04/01/24	Printed			735	ACADEMI AWARDS & TROPHIES	7832 77636	77.94
116793	04/01/24	Printed			8473	ALEXIS BACA	9310-0110/678 DESERT WILLOW	74.83
116794	04/01/24	Printed			2357	ALL VALLEY FENCE AND MATERIALS	23-5929 77960	103.57
116795	04/01/24	Printed			195	ALLIED WASTE	0467-001706801 SLUDGE 77989	1,207.00
116796	04/01/24	Printed			6145	ALY GABRIEL ROMERO	2024 TTCO TICKET SALES 77875	1,150.80
116798	04/01/24	Printed			5956	AMAZON CAPITAL SERVICES	1H19-NVXK-4VKV 77669	1,856.18
116799	04/01/24	Printed			4716	ANDY LOPEZ	TTCO JUDGES RESERVE CHAMP 77872	6,799.80
116800	04/01/24	Printed			656	AQUA METRIC	INV0100555 78017	13,166.60
116801	04/01/24	Printed			2081	ARAMARK UNIFORM SERVICE	MARCH 2024	3,627.45
116802	04/01/24	Printed			5994	AUTOZONE INC.	4187670531 77961	25.59
116803	04/01/24	Printed			732	BAKER & TAYLOR BOOKS	2038167015 77759	2,056.87
116804	04/01/24	Printed			6069	BAKER DISTRIBUTING COMPANY LLC	ER58278 77953	312.64
116805	04/01/24	Printed			1185	BIG J FENCING	2227 77493	157,636.51
116806	04/01/24	Printed			250	BLUE SHIELD OF CALIFORNIA	240740035710 APRIL 2024 77578	43,105.39
116807	04/01/24	Printed			7158	BLUETARP FINANCIAL, INC.	G88083/5 78022	1,113.94
116808	04/01/24	Printed			7808	BOOT BARN HOLDINGS	101363 J. RUIZ 77724	151.04
116809	04/01/24	Printed			6460	CALIFORNIA ANIMAL WELFARE	300001850 77637	100.00
116810	04/01/24	Printed			2968	CARLOS NEON SIGNS	3753 77784	85.00
116811	04/01/24	Printed			3029	CLAIREMONT EQUIPMENT	RA13680-01 77880	372.80
116812	04/01/24	Printed			8104	CLIFFORD SCHNEIDER IV	TUITION REIMB-STATE WATER 77903	774.45
116813	04/01/24	Printed			784	CONTROL PARTS	202406886 78024	866.00
116814	04/01/24	Printed			132	COSTCO WHOLESALE	44685 77861	89.57
116816	04/01/24	Printed			6857	COUNTY MOTOR PARTS CO, INC	559956 77878	1,474.04
116817	04/01/24	Printed			6579	CURRICULA	C53964A-0008 RENEWAL 77668	2,529.87
116818	04/01/24	Printed			3132	D & R SUPPLY	10772 77882	323.25
116819	04/01/24	Printed			1287	DEMCO, INC.	7457472 77783	93.93
116820	04/01/24	Printed			7257	DENNIS MORITA	4/8/24 - 4/12/24	355.50
116821	04/01/24	Printed			793	DERMA'S FLOOR COVERING	14401 77631	278.84
116822	04/01/24	Printed			8098	DEVIN STILLS	SIDE DISH 3RD PLACE 77876	1,848.60
116823	04/01/24	Printed			2665	DISCOUNT TIRE	2660774 77494	1,067.78
116824	04/01/24	Printed			8447	EL CENTRO ROCK SUPPLY	0023271 77858	1,206.79
116825	04/01/24	Printed			3497	EVE M. GARINIAN	2024 BEST BEVERAGE 77873	4,120.60
116826	04/01/24	Printed			2929	EXIT IMPERIAL REALTY	9988-4134/1430 CABAZON	68.74
116827	04/01/24	Printed			019	FERGUSON ENTERPRISES, LLC	3483805 77879	316.95
116828	04/01/24	Printed			4456	GRAFFIK SCREEN PRINTING	2281 77870	198.26
116829	04/01/24	Printed			710	GRAINGER	9046939360 77956	2,690.77
116830	04/01/24	Printed			7720	GREEN RUBBER-KENNEDY AG	I-103928 77987	352.18
116831	04/01/24	Printed			2096	HOME DEPOT CREDIT SERVICES	1059 00097 59382 77666	6,959.41
116832	04/01/24	Printed			120	IMPERIAL COUNTY FIRE DEPT.	MARCH 2024 77419	144,360.15
116833	04/01/24	Printed			8021	IMPERIAL COUNTY SHERIFF'S	WRIT OF SALE-MAYFIELD 2024 77417	6,000.00
116834	04/01/24	Printed			028	IMPERIAL IRRIGATION DISTRICT	MARCH 28, 2024	3,516.21
116835	04/01/24	Printed			1336	IMPERIAL LANDFILL- 4136	4136-000021358 Sludge 3/6-3/15 77988	2,207.58
116836	04/01/24	Printed			3187	IMPERIAL TRUSS & LUMBER CO.	B67594 77495	1,740.80
116837	04/01/24	Printed			123	IMPERIAL UNIFIED SCHOOL DIST.	AR24-00064 77865	1,440.00
116838	04/01/24	Printed			8471	IMPERIAL VALLEY FOOD BANK	CI0324-RENTAL FEE 77902	375.00

Check Register Report

Date: 04/09/2024
Time: 2:34 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								
116839	04/01/24	Printed			8471	IMPERIAL VALLEY FOOD BANK	CI0324-CLEANING DEPOSIT 77902	125.00
116840	04/01/24	Printed			2099	IMPERIAL VALLEY OCCUPATIONAL M	3659 77908	455.00
116841	04/01/24	Printed			1166	JAMES TUCKER –	4/8/24 - 4/12/24	355.50
116842	04/01/24	Printed			8381	JENELL GUERRERO	4/8/24 - 4/12/24	355.50
116843	04/01/24	Printed			008	JIM REITER'S LOCKSMITH & SAFE	275600 77639	268.85
116844	04/01/24	Printed			642	JORDAN CENTRAL IMPLEMENT CO.	P20354 77964	274.62
116845	04/01/24	Printed			8475	JOVANNA MONTOYA	9988-4124/480 TRESHILL #269	201.08
116846	04/01/24	Printed			2245	JULIAN PIE COMPANY	1905953 77871	2,796.75
116847	04/01/24	Printed			868	K-C WELDING & RENTALS, INC.	193834 77963	517.39
116848	04/01/24	Printed			8114	KRISTINA SHIELDS	4/2/24 - 4/5/24	248.62
116849	04/01/24	Printed			1647	LA BRUCHERIE IRRIGATION SUPPLY	279913C 77883	1,520.56
116850	04/01/24	Printed			1996	LEE TIRE CO.	395740 77967	186.34
116851	04/01/24	Printed			7992	MUNITEMPS	130396 77579	7,600.00
116852	04/01/24	Printed			2295	NEW BORDER TACTICAL, INC	A206295 77640	352.84
116853	04/01/24	Printed			2510	NTU TECHNOLOGIES, INC.	12684 77849	11,925.00
116854	04/01/24	Printed			4481	O'REILLY	2687-462382 77962	144.40
116855	04/01/24	Printed			079	ONE SOURCE DISTRIBUTORS	S7399960.001 77957	3,032.59
116856	04/01/24	Printed			219	PADRE USA	16028216 77537	3,374.76
116857	04/01/24	Printed			8474	PAUL TUELLS	9920-0439/2303 MITZI KIM	166.26
116858	04/01/24	Printed			084	PITNEY BOWES BANK INS	8000-9000-0466-5836 MARCH 2024 77581	470.00
116859	04/01/24	Printed			3899	PLUMMER UPHOLSTERY SHOP	22581 77980	164.96
116860	04/01/24	Printed			2782	PRINCIPAL LIFE INSURANCE COMP	1044724-10001 APRIL 2024 77580	5,596.80
116861	04/01/24	Printed			5019	RADWELL INTERNATIONAL LLC	34239359 77982	121.77
116862	04/01/24	Printed			5637	ROBERT AMPARANO•	4/8/24 - 4/12/24	355.50
116863	04/01/24	Printed			474	ROCKET COPY	03/24/2024 77795	106.63
116864	04/01/24	Printed			8472	RUBEN GALVAN	9988-4134/480 TRESHILL #179	213.61
116865	04/01/24	Printed			6942	SANDRA ZEPEDA	RESERVE BEVERAGE 77877	2,635.80
116866	04/01/24	Printed			957	SC FUELS	2608629-IN 78013	1,472.34
116867	04/01/24	Printed			8087	SOULESS INDUSTRIES	161-1 77868	2,693.75
116868	04/01/24	Printed			334	SPRAGUE'S SPORT'S & RV, INC.	474607 77604	201.85
116869	04/01/24	Printed			8039	STACY MENDOZA•	3/20/24 - 3/21/24	406.43
116870	04/01/24	Printed			8470	TITAN SOLAR POWER AZ, INC	B23-000599 PERMIT CANCELLED 77491	206.17
116871	04/01/24	Printed			058	TROJAN UV	200/22331 77990	52,171.86
116872	04/01/24	Printed			7708	TUCKER MINI STORAGE	APRIL 2024 77864	125.00
116873	04/01/24	Printed			1100	USA BLUEBOOK	INV00305911 78001	5,508.02
116876	04/01/24	Printed			615	VALLEY PEST SERVICES, INC	14336407	1,472.00
116877	04/01/24	Printed			7631	VINCENT J. GUERRERO	JUDGES CHOICE 3RD PLACE 77874	2,510.40
116878	04/01/24	Printed			5674	WAGeworks, INC	INV6343278 MARCH 2024 77906	117.80
116879	04/01/24	Printed			355	WYMORE, INC.	1234369 78023	8,378.55
116880	04/01/24	Printed			487	XPRESS LUBE	201599 77985	121.97
117011	04/04/24	Printed			735	ACADEMI AWARDS & TROPHIES	7838 78053	27.06
117012	04/04/24	Printed			1642	ACME SAFETY & SUPPLY CORP	162279-00 78045	941.78
117013	04/04/24	Printed			195	ALLIED WASTE	MARCH 2024 77587	154,663.41
117015	04/04/24	Printed			5956	AMAZON CAPITAL SERVICES	1XGR-HRHQ-TW6Q 77675	2,797.93
117016	04/04/24	Printed			8486	ANGELICA CARPENTER	9513-0115/200 BRANDING IRON	59.74
117017	04/04/24	Printed			8478	ARACELI SALAZAR	9997-0310/605 N C	55.63
117018	04/04/24	Printed			5994	AUTOZONE INC.	4187671297 77979	20.46

Check Register Report

Date: 04/09/2024
Time: 2:34 pm
Page: 3

CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
117021	04/04/24	Printed			4400	BABCOCK LABORATORIES, INC.	CC40640-8203 78039	5,806.95
117022	04/04/24	Printed			732	BAKER & TAYLOR BOOKS	2038170389 77764	998.72
117023	04/04/24	Printed			8481	BINGHAM EQUIPMENT COMPANY	S00928 78031	292.78
117025	04/04/24	Printed			7158	BLUETARP FINANCIAL, INC.	G88755/5 77676	1,663.51
117026	04/04/24	Printed			7808	BOOT BARN HOLDINGS	104652 J. RAMIREZ 78026	355.58
117027	04/04/24	Printed			455	CALIFORNIA STATE DISBURSEMENT	4/5/24	1,032.91
117028	04/04/24	Printed			2968	CARLOS NEON SIGNS	3752 77782	205.68
117029	04/04/24	Printed			1154	COMPUTERSHARE TRUST COMPANY	2324188 IMPERIAL PFA VVW 77585	2,500.00
117030	04/04/24	Printed			1154	COMPUTERSHARE TRUST COMPANY	2324187 IMPERIAL PFA WATER 77585	2,500.00
117031	04/04/24	Printed			2676	CONSTANCIO S. TORRES	CLASSES MARCH 2024 77889	87.50
117032	04/04/24	Printed			784	CONTROL PARTS	202406936 78048	1,531.58
117034	04/04/24	Printed			6857	COUNTY MOTOR PARTS CO, INC	559961 78035	1,269.60
117035	04/04/24	Printed			1302	DAVID TURCH & ASSOCIATES	APRIL 2024	5,000.00
117036	04/04/24	Printed			1056	DELL MARKETING L.P.	10739569921 77671	1,882.96
117037	04/04/24	Printed			1287	DEMCO, INC.	7423605 76646	100.09
117038	04/04/24	Printed			7939	DXP ENTERPRISES, INC	54314959 78014	9,618.77
117039	04/04/24	Printed			8483	EDITH NECOCHEA	9948-0961/2300 MYRTLE#65	185.53
117040	04/04/24	Printed			8447	EL CENTRO ROCK SUPPLY	0023226 77787	150.85
117041	04/04/24	Printed			314	FRANCHISE TAX BOARD	4/5/24	350.00
117042	04/04/24	Printed			8484	FRANCISCO JOSE JR. MURGUIA	9938-0964/2300 MYRTLE#50	80.24
117043	04/04/24	Printed			7720	GREEN RUBBER-KENNEDY AG	I-104085 78019	547.24
117044	04/04/24	Printed			8224	HEALTH AND HUMAN RESOURCE	E0316184 MAY 2024 77914	144.44
117045	04/04/24	Printed			2914	IMPERIAL COUNTY TRANSPORTATION	24-24 77584	2,584.09
117046	04/04/24	Printed			028	IMPERIAL IRRIGATION DISTRICT	APRIL 3, 2024	64,878.77
117047	04/04/24	Printed			102	IMPERIAL POLICE OFFICERS ASSN.	4/5/24	1,117.50
117048	04/04/24	Printed			221	IMPERIAL PRINTERS	24-740 77422	981.79
117049	04/04/24	Printed			3187	IMPERIAL TRUSS & LUMBER CO.	B67593 77888	577.39
117050	04/04/24	Printed			7777	IMPERIAL VALLEY AIR CONDITIONI	2658 78007	550.00
117051	04/04/24	Printed			8141	JGC GOVERNMENT RELATIONS, INC.	1869 77421	3,000.00
117052	04/04/24	Printed			8487	JIMMY CHANDLER	9959-1920/423 SILVERADO	33.28
117053	04/04/24	Printed			500	JONES BROTHERS GLASS CO.	34500 78052	900.00
117054	04/04/24	Printed			642	JORDAN CENTRAL IMPLEMENT CO.	P20556 78030	410.01
117055	04/04/24	Printed			868	K-C WELDING & RENTALS, INC.	193419 77887	407.68
117056	04/04/24	Printed			2901	KIMBALL MIDWEST	102045584 78047	716.66
117057	04/04/24	Printed			8482	KOMPAN CALIFORNIA, INC.	INV122303 77891	1,322.77
117058	04/04/24	Printed			1647	LA BRUCHERIE IRRIGATION SUPPLY	279630C 78005	1,788.84
117059	04/04/24	Printed			1996	LEE TIRE CO.	395999 78008	582.38
117060	04/04/24	Printed			8480	LESLIE TAPIA-ARMENTA	9912-0098/531 W LEE	19.77
117061	04/04/24	Printed			8485	LILIA CASTELLANO	9977-0625/204 S K	51.09
117062	04/04/24	Printed			101	LINCOLN LIFE	4/5/24	767.00
117063	04/04/24	Printed			8479	MELISSA CABRERA	9989-1800/316 VAQUERO	55.87
117064	04/04/24	Printed			1399	MIRACLE RECREATION EQUIPMENT C	873325 77890	5,467.28
117065	04/04/24	Printed			1190	MISSIONSQUARE - 304257	4/5/24	416.40
117066	04/04/24	Printed			2295	NEW BORDER TACTICAL, INC	A205843 77642	63.07

Check Register Report

Date: 04/09/2024
Time: 2:34 pm
Page: 4

CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
117067	04/04/24	Printed			2295	NEW BORDER TACTICAL, INC	A206394 77644	325.29
117068	04/04/24	Printed			4481	O'REILLY	2687-464857 78152	947.66
117069	04/04/24	Printed			079	ONE SOURCE DISTRIBUTORS	S7394088.001 78046	734.03
117070	04/04/24	Printed			694	REXEL OF AMERICA, LLC	S137852434.001 77981	1,764.95
117071	04/04/24	Printed			3526	RSD	3331257-00 78037	6,976.59
117072	04/04/24	Printed			957	SC FUELS	2571098-IN 78000	4,840.97
117073	04/04/24	Printed			979	SELLERS PETROLEUM	CL37378	16,546.08
117074	04/04/24	Printed			1239	SHERWIN-WILLIAMS	6630-4 77996	159.97
117075	04/04/24	Printed			8370	SIEMENS INDUSTRY, INC	5609275939 78006	2,928.65
117076	04/04/24	Printed			2365	SPARKLETTS	9437092 MAR24	389.07
117077	04/04/24	Printed			8476	TERRILL R. BURDICK	580 77884	1,950.00
117078	04/04/24	Printed			8477	TORY LESSLEY	9824-0241/2733 MEADOWBROOK	204.56
117079	04/04/24	Printed			275	UNDERGROUND SERVICE	23-2425055 77582	183.92
117080	04/04/24	Printed			944	ALERT OF UNITED WAY OF IMPERIAL COUNTY	4/5/24	6.00
117081	04/04/24	Printed			1100	USA BLUEBOOK	INV00312576 78004	5,480.45
117082	04/04/24	Printed			8150	VENCER PUBLIC AFFAIRS &	196 77424	2,000.00
117083	04/04/24	Printed			4492	VER-MAC	488794 78029	421.70
117084	04/04/24	Printed			611	VERIZON WIRELESS	9959835114	4,590.44
117085	04/04/24	Printed			7730	VICTORIA TOPETE	4/11/24	27.00
117086	04/04/24	Printed			1715	WAXIE SANITARY SUPPLY	82297333 77995	2,264.07
117087	04/04/24	Printed			487	XPRESS LUBE	202933 78009	112.15

Total Checks: 158

Checks Total (excluding void checks):

871,680.10

Total Payments: 158

Bank Total (excluding void checks):

871,680.10

Total Payments: 158

Grand Total (excluding void checks):

871,680.10



*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

April 3, 2024

6:00 P.M. CLOSED SESSION

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

ROLL CALL Present: Council Members Burnworth, Mendoza, Obeso-Martinez, Mayor Pro-Tem Tucker, Mayor Amparano and City Attorney Tucker

Absent: None

PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY:

None

CONFERENCE WITH LEGAL COUNSEL:

Motion unanimously carried to adjourn into closed session for:

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION – G.C § 54956.7 (b)(1)
Title of Position: City Manager

B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant exposure to litigation - G.C 554956.9 (d)(2) Number of Cases: 1

CITY COUNCIL CONVENES TO REGULAR MEETING

7:00 P.M. REGULAR MEETING

CALL TO ORDER Mayor Amparano called the meeting to order at 7:07 p.m.

ROLL CALL Present: Council Members Burnworth, Mendoza, Obeso-Martinez, Mayor Pro-Tem Tucker, Mayor Amparano, City Attorney Tucker and City Manager Morita

Absent: None

PLEDGE OF ALLEGIANCE The Pledge of Allegiance was led by Public Services Director, David Dale.

ADJUSTMENTS TO THE AGENDA: City Manager Morita requested to add Letter of Support SB1105 (Padilla) as action item C-11 to the agenda.

Moved by Tucker, seconded by Burnworth to add Letter of Support as action item C-11.

AYES: Burnworth, Mendoza, Obeso-Martinez, Tucker, Amparano

NOES: None

ABSTAIN: None

ABSENT: None

MOTION CARRIES: 5-0

CITY ATTORNEY REPORT ON CLOSED SESSION ACTIONS

City Attorney Turner stated that City Council discussed the Public Employee Performance Evaluation for the City Manager and anticipated litigation with direction given to Council on both matters.

PUBLIC COMMENT:

None

A. PRESENTATIONS:

- A-1.** Proclamation presentation for Autism Acceptance Month received by Autism Support of Imperial County (ASIC).
- A-2.** Proclamation presentation for National Library Week received by Ember Haller, Library Services Administrator.
- A-3.** Presentation by David Lantzer, Imperial County Fire Chief, Community Risk Analysis and Standards of Cover Development update.

B. CONSENT AGENDA:

- B-1.** Approval of Claims and Warrants Report
- B-2.** Approval of Regular City Council Minutes of February 7, 2024, February 21, 2024, March 6, 2024 and March 20, 2024.
- B-3.** Authorize declaration of Imperial Police Department canine as surplus and authorize adoption.

Moved by Mendoza, seconded by Tucker to approve consent agenda items B-1 through B-3.

AYES: Burnworth, Mendoza, Obeso-Martinez, Tucker, Amparano

NOES: None

ABSTAIN: None

ABSENT: None

MOTION CARRIES: 5-0

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

C-1. Authorize removal of the existing red curb on the south side of East Barioni Boulevard.

Staff Report: Othon Mora, Community Development Director

Recommended Action: Authorize removal of the existing red curb dedicated to the former bus station on the south side of East Barioni Boulevard between K Street and L Street.

Moved by Mendoza, seconded by Tucker to approve the removal of red curb on East Barioni Boulevard.

AYES: Burnworth, Mendoza, Obeso-Martinez, Tucker, Amparano

NOES: None

ABSTAIN: None

ABSENT: None

MOTION CARRIES: 5-0

C-2. Authorize application submittal to obtain funding for Aten Boulevard Sidewalk Installation Phase 1.

Staff Report: Othon Mora, Community Development Director

Recommended Action: Adopt Resolution No. 2024-10, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL APPROVING AN APPLICATION SUBMISSION TO OBTAIN FUNDING THROUGH THE FY 2023-2024, FY 2024-2025, FY 2025-2026 CONGESTION MANAGEMENT AND AIR QUALITY (CMAQ) FOR ATEN BOULEVARD SIDEWALK INSTALLATION PHASE 1

Moved by Tucker, seconded by Burnworth to approve Resolution No. 2024-10.

AYES: Burnworth, Mendoza, Obeso-Martinez, Tucker, Amparano

NOES: None

ABSTAIN: None

ABSENT: None

MOTION CARRIES: 5-0

C-3. Authorize application submittal to obtain funding for Aten Boulevard Sidewalk Installation Phase 2.

Staff Report: Othon Mora, Community Development Director

Recommended Action: Adopt Resolution No. 2024-11, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL APPROVING APPLICATION SUBMISSION TO OBTAIN FUNDING THROUGH THE FY 2023-2024, FY 2024-2025, FY 2025-2026 CONGESTION MANAGEMENT AND AIR QUALITY (CMAQ) FOR ATEN BOULEVARD SIDEWALK INSTALLATION PHASE 2

Moved by Tucker, seconded by Obeso-Martinez to approve Resolution No. 2024-11.

AYES: Burnworth, Mendoza, Obeso-Martinez, Tucker, Amparano
NOES: None
ABSTAIN: None
ABSENT: None
MOTION CARRIES: 5-0

C-4. Authorize application submittal to obtain funding for Aten Boulevard Side Installation Phase 3.

Staff Report: Othon Mora, Community Development Director

Recommended Action: Adopt Resolution No. 2024-12, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL APPROVING AN APPLICATION SUBMISSION TO OBTAIN FUNDING THROUGH THE FY 2023-2024, FY 2024-2025, FY 2025-2026 CONGESTION MANAGEMENT AND AIR QUALITY (CMAQ) FOR ATEN BOULEVARD SIDEWALK INSTALLATION PHASE 3

Moved by Mendoza, seconded by Tucker to approve Resolution No. 2024-12.

AYES: Burnworth, Mendoza, Obeso-Martinez, Tucker, Amparano
NOES: None
ABSTAIN: None
ABSENT: None
MOTION CARRIES: 5-0

C-5. Authorize application submittal to obtain funding for EV Charging Station Purchase and Installation Phase 1.

Staff Report: Othon Mora, Community Development Director

Recommended Action: Adopt Resolution No. 2024-13, A RESOLUTION OF CITY COUNCIL OF THE CITY OF IMPERIAL APPROVING AN APPLICATION SUBMISSION TO OBTAIN FUNDING THROUGH THE FY 2023-2024, FY 2024-2025, FY 2025-2026 CARBON REDUCTION PROGRAM (CRP) EV CHARGING STATION INSTALLATION AND EV PURCHASE PHASE I

Mr. Mora clarified that the proposed area for EV charging stations is the north side of the transit park. This approval will authorize funding only and location can still be changed in the future.

Moved by Tucker, seconded by Mendoza to approve Resolution No. 2024-13.

AYES: Burnworth, Mendoza, Obeso-Martinez, Tucker, Amparano
NOES: None
ABSTAIN: None
ABSENT: None
MOTION CARRIES: 5-0

- C-6.** Authorize application submittal to obtain funding for EV Charging Station Purchase and Installation Phase 2.

Staff Report: Othon Mora, Community Development Director

Recommended Action: Adopt Resolution No. 2024-14, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL APPROVING AN APPLICATION SUBMISSION TO OBTAIN FUNDING THROUGH THE FY 2023-2024, FY 2024-2025, FY 2025-2026 CARBON REDUCTION PROGRAM (CRP) EV CHARGING STATION INSTALLATION AND EV PURCHASE PHASE 2

Moved by Tucker, seconded Mendoza to approve Resolution No. 2024-14.

AYES: Burnworth, Mendoza, Obeso-Martinez, Tucker, Amparano

NOES: None

ABSTAIN: None

ABSENT: None

MOTION CARRIES: 5-0

- C-7.** Authorize application submittal to obtain funding for EV Charging Station Purchase and Installation Phase 3.

Staff Report: Othon Mora, Community Development Director

Recommended Action: Adopt Resolution No. 2024-15, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL APPROVING AN APPLICATION SUBMISSION TO OBTAIN FUNDING THROUGH THE FY 2023-2024, FY 2024-2025, FY 2025-2026 CARBON REDUCTION PROGRAM (CRP) FOR EV CHARGING STATION INSTALLATION AND EV PURCHASE PHASE 3

Moved by Tucker, seconded by Burnworth to approve Resolution No. 2024-15.

AYES: Burnworth, Mendoza, Obeso-Martinez, Tucker, Amparano

NOES: None

ABSTAIN: None

ABSENT: None

MOTION CARRIES: 5-0

- C-8.** Authorize application submittal to obtain funding for P Street Rehabilitation Phase 1.

Staff Report: Othon Mora, Community Development Director

Recommended Action: Adopt Resolution No. 2024-16, A RESOLUTION OF CITY COUNCIL OF THE CITY OF IMPERIAL APPROVING APPLICATION SUBMISSION TO OBTAIN FUNDING THROUGH THE FY 2023-2024, FY 2024-2025, FY 2025-2026 SURFACE TRANSPORTATION BLOCK GRANT (STBG) FOR P STREET REHABILITATION PHASE 1

Moved by Tucker, seconded by Obeso-Martinez to approve Resolution No. 2024-16.

AYES: Burnworth, Mendoza, Obeso-Martinez, Tucker, Amparano
NOES: None
ABSTAIN: None
ABSENT: None
MOTION CARRIES: 5-0

C-9. Authorize application submittal to obtain funding for P Street Rehabilitation Phase 2.

Staff Report: Othon Mora, Community Development Director

Recommended Action: Adopt Resolution No. 2024-17, A RESOLUTION OF CITY COUNCIL OF THE CITY OF IMPERIAL APPROVING AN APPLICATION SUBMISSION TO OBTAIN FUNDING THROUGH THE FY 2023-2024, FY 2024-2025, FY 2025-2026 SURFACE TRANSPORTATION BLOCK GRANT (STBG) FOR P STREET REHABILITATION PHASE 2

Moved by Obeso-Martinez, seconded by Burnworth to approve Resolution No. 2024-17.

AYES: Burnworth, Mendoza, Obeso-Martinez, Tucker, Amparano
NOES: None
ABSTAIN: None
ABSENT: None
MOTION CARRIES: 5-0

C-10. Authorize application submittal to obtain funding for P Street Rehabilitation Phase 3.

Staff Report: Othon Mora, Community Development Director

Recommended Action: Adopt Resolution No. 2024-18, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL APPROVING AN APPLICATION SUBMISSION TO OBTAIN FUNDING THROUGH THE FY 2023-2024, FY 2024-2025, FY 2025-2026 SURFACE TRANSPORTATION BLOCK GRANT (STBG) FOR ATEN BOULEVARD REHABILITATION PHASE 3

Moved by Mendoza, seconded by Burnworth to approve Resolution No. 2024-18.

AYES: Burnworth, Mendoza, Obeso-Martinez, Tucker, Amparano
NOES: None
ABSTAIN: None
ABSENT: None
MOTION CARRIES: 5-0

C-11. *ADDED ITEM

Letter of Support SB1105 (Padilla) would require paid sick leave to agriculture employees that may be exposed to extreme weather events including extremely high temperatures.

Moved by Tucker, seconded by Mendoza to approve letter of support for SB1105 (Padilla).

AYES: Mendoza, Obeso-Martinez, Tucker, Amparano
NOES: Burnworth
ABSTAIN: None
ABSENT: None
MOTION CARRIES: 4-1

D. REPORTS:

- D-1.** Department Reports – Staff reported on their activities since the last city council meeting. Public Services Director, David Dale, informed Council that the intersection of B Street and Barioni (La Brucherie and Worthington) will be closed April 4, 2024 from 6 a.m. to 4 p.m. due to street overlay work being conducted by the County at no cost to the City as long as the City provides traffic control. A detour plan has been put in place.
- D-2.** City Manager Morita welcomed new hires.
- D-3.** Mayor and Councilmembers reported on their activities since the last city council meeting and upcoming events.

ADJOURNMENT:

Seeing no further business before the Council, Mayor Amparano adjourned the meeting at 8:08 p.m.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Imperial, California, this 17th day of April, 2024.

KRISTINA SHIELDS
City Clerk

**Agenda Item
No.**

C-1

DATE SUBMITTED 4/10/2024

SUBMITTED BY Parks & Recreation

DATE ACTION REQUIRED 4/17/2024

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. APPROVE THE EVENT APPLICATION SUBMITTED BY DEPARTMENT OF HOMELAND SECURITY FOR THEIR LAW ENFORCEMENT RELAY RUN EVENT

DEPARTMENT INVOLVED: PARKS AND RECREATION

BACKGROUND/SUMMARY:

The Imperial Valley Law Enforcement Relay Run has been an event that has utilized our Paseo park site location for several years. On March 26, the Department of Homeland Security's Border Patrol division submitted an event application requesting the use of the City of Imperial's Paseo Del Sol park site as a gathering location for the end of their Law enforcement relay run. They are also requesting as part of their application for the City Council to allow them to provide a private alcoholic beverage cart service for the private event. They will be handling their own traffic control and will not require any additional City resources or staff help.

Please see event application and details attached:

FISCAL IMPACT: None

FINANCE
INITIALS

VMS

STAFF RECOMMENDATION: It is the department's recommendation for City Council to approve the event application submitted by the Department of Homeland Security for their Law Enforcement Relay Run

DEPT. INITIALS



MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

JHM

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>Paseo Del Sol Park</u>		
Event Name: <u>I.V. Law Enforcement Relay Run</u>	Date(s) of Event (Days/Dates): <u>5/11/24</u>	
Set-Up Time: <u>8:00AM</u> to <u>9:00AM</u>	Program Time: <u>6:00AM</u> to <u>11:00 AM</u>	Clean-Up Time: <u>11:00AM</u> to <u>12:00PM</u>

Group/Organization: <u>U.S. BORDER PATROL</u>			
Contact Person: <u>Angela Hernandez - Lencsak</u>		Alternate Contact Person: <u>Fabian Garcia</u>	
Address: <u>211 W. Aten Rd.</u>		Address: <u>221 W. Aten Rd.</u>	
City & Zip Code: <u>Imperial 92251</u>		City & Zip Code: <u>Imperial 92251</u>	
Phone	Cell Phone:	Phone:	Cell Phone
Email Address: <u>angela.d.hernandez@cbp.dhs.gov</u>	Email address: <u>Fabian.garcia@cbp.dhs.gov</u>		

Anticipated Total Event Attendance: <u>250</u>
Event Description (Please describe purpose of event and activities): <u>SEE ATTACHED</u>
What Assistance is requested from the City? <u>Approval to allow alcohol in a City Park</u>

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? _____ (Please attach vendor list)
Will security be provided?	Yes ☒ No ☐	Will there be sound amplifications? Yes ☒ No ☐
Describe the parking/traffic plan: <u>vehicles will be parked around park + BP station</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: [Signature] Date: 3/26/24

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.S. Customs and
Border Protection**

March 15, 2024

To Whom It May Concern:

The El Centro Border Patrol Station is hosting the 15th annual Imperial Valley Law Enforcement Relay Run. This is a relay race that takes place during Police Week to remember the fallen Officers. The date of the race is Saturday May 11, 2024. The race is scheduled to start at 6:00 AM and will last approximately 4 hours. The starting point is at the El Centro Border Patrol Station on Aten Road. It will then head to Mead Street, via Old Highway 111, and then return to the El Centro Station.

The runners will be running on the east and west side shoulder of Old Highway 111. Each runner will have a safety vehicle behind them with their hazard lights on. The vehicles will also be off to the shoulder as to not impede or obstruct traffic. There will also be 4-5 Emergency Medical Technicians assigned to the race. They will be roving Old Highway 111 and respond to any medical emergencies. It is anticipated that approximately fifteen to twenty teams consisting of ten runners will be participating in the race. There will be no roadblocks or road closures during the event.

Attached is a letter from our Chief Gregory K. Bovino for Release of Liability as requested last year in lieu of race insurance. If any further questions or concerns arise please contact Supervisory Border Patrol Agent Angela Lencsak.

Sincerely,

A handwritten signature in black ink, appearing to read "Angela Lencsak", written over the printed name.

Angela Lencsak,
Supervisory Border Patrol Agent

El Centro Border Patrol
211 West Aten Road
Imperial, California 92251

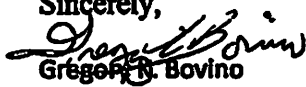
**United States Border Patrol
El Centro Sector
211 W. Aten Rd.
Imperial CA. 92251
760-335-5700**

**John Gay, PE
Deputy Director of Public Works-Engineering
Imperial County Department of Public Works,**

RE: Liability Insurance Coverage

The United States Border Patrol is part of Customs and Border Protection within The Department of Homeland Security. The USBP is self-insured and does not maintain general liability insurance. The USBP accepts liability for the negligence of its employees while performing their duties. The USBP will intervene in negligence claims brought against its employees and defend, settle or pay them as appropriate. The USBP also recognizes its responsibility for its employees who are injured on the job therefore relieving the Imperial County of all responsibilities of all employees of the USBP.

Sincerely,



**Gregory B. Bovino
Chief Patrol Agent
El Centro Sector Border Patrol**

Legs

Leg 1- 3 mi/NE side of BP station to Aten and Old Highway 111

Leg 2- 1.5 mi Aten/Old 111 to Worthington

Leg 3- 2.5 mi Worthington/Old 111 to Harris

Leg 4- 3 mi Harris/Old 111 to Carey Road

Leg 5- 2 mi Carey Rd/Old 111 to Mead

Leg 6- 2 mi Mead/Old 111 to Carey Rd

Leg 7- 3 mi Carey/Old 111 to Harris

Leg 8- 2.5 mi Harris/Old 111 to Worthington

Leg 9- 1.5 mi Worthington/Old 111 to Aten

Leg 10= 3 mi Aten/Old 111 to ECBP station

Agenda Item No. C-2

DATE SUBMITTED April 9, 2024
 SUBMITTED BY Human Resources
 DATE ACTION REQUIRED April 17, 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 to amend the Imperial Police Officer's Association Memorandum of Understanding (IPOA MOU) Article XIV Holidays with Second Amendment to clarify language on holiday pay calculation for CalPERS.				
DEPARTMENT INVOLVED: Human Resources				
BACKGROUND/SUMMARY: We request to amend the Imperial Police Officer's Association Memorandum of Understanding (IPOA MOU) by adding the Second Amendment which will clarify language in the MOU Article XIV regarding holiday pay calculation for CalPERS. This will make no change to the current practice of the City for calculating holiday pay and will just provide CalPERS with the clarification they need for how the City calculates holiday pay, which will state "holiday pay at a rate of 2 1/2 will be reported as their regular shift under regular earnings (1) plus 1.5 times their base rate of pay under special compensation."				
FISCAL IMPACT: NOT TO EXCEED There is no fiscal impact for this request.	FINANCE INITIALS <u>JMS</u>			
STAFF RECOMMENDATION: Recommendation to approve the second amendment to the Imperial Police Officer's Association Memorandum of Understanding (IPOA MOU).	DEPT. INITIALS <u>JMS</u>			
MANAGER'S RECOMMENDATION: Approve Staff Recommendation	CITY MANAGER'S INITIALS <u>DHm</u> 09/04/24			
MOTION:				
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;"> SECONDED: AYES: NAYES: ABSENT: </td> <td style="width: 33%; text-align: center; border: none;"> APPROVED () DISAPPROVED () REFERRED TO: </td> <td style="width: 33%; text-align: center; border: none;"> 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 ()		

**SECOND AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE
CITY OF IMPERIAL**

**AND THE
IMPERIAL POLICE OFFICERS ASSOCIATION**

1. It is mutually understood that this amendment is being made to clarify holiday pay calculation for CALPERS. This change will amend and add clarifying language to Article XIV Holidays. This will make no change to the current practice of the City for calculating holiday pay, as this explanation is for clarification purposes only for CALPERS. As per the memorandum of understanding, officers that are required to work on the designated holidays will be paid holiday pay at the applicable hourly rate of two and one-half (2 ½) times their base rate of pay. Holiday pay at a rate of 2 ½ will be reported as their regular shift under regular earnings (1) plus 1.5 times their base rate of pay under special compensation.
2. That all remaining provisions contained within the currently existing memorandum of understanding and first amendment to the memorandum of understanding shall remain in full force and effect.

CITY OF IMPERIAL

Dennis Morita, City Manager

Date

Kristen Smith, Human Resources Manager

Date

IMPERIAL POLICE OFFICERS ASSOCIATION

Sgt. Alberto Hernandez, IPOA President

Date

Police Officer Christian Torres

Date

**FIRST AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING**

BETWEEN THE
CITY OF IMPERIAL

AND THE
IMPERIAL POLICE OFFICERS ASSOCIATION

1. It is mutually understood that the following will replace "Exhibit A, Position Allocations," in the current Memorandum of Understanding effective August 2, 2023.

<u>POSITION</u>	<u>RANGE</u>
Corporal	82
Criminal Analyst	73
Police Chief's Administrative Assistant	60
Police Officer	76
Police Services Officer I	60
Police Services Officer II	62
Police Services Officer III	67
Sergeant	87

2. That all remaining provisions contained within the currently existing memorandum of understanding shall remain in full force and effect.

CITY OF IMPERIAL



Dennis Morita, City Manager

08/04/2023

Date

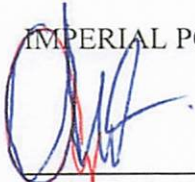


Kristen Smith, Human Resources Manager

08/04/2023

Date

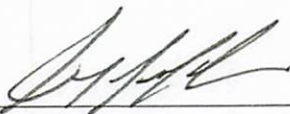
IMPERIAL POLICE OFFICERS ASSOCIATION



Sgt. Alberto Hernandez, IPOA President

8/5/23

Date



Sgt. Jeremy Schaffer

08/05/2023

Date

**MEMORANDUM OF
UNDERSTANDING**

BETWEEN THE

CITY OF IMPERIAL

AND THE

IMPERIAL POLICE OFFICERS ASSOCIATION

July 1, 2023 – June 30, 2026

RESOLUTION 2023-26

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
IMPERIAL, CALIFORNIA APPROVING A SUCCESSOR
MEMORANDUM OF UNDERSTANDING WITH IMPERIAL
POLICE OFFICERS ASSOCIATION FOR FISCAL YEARS
2023-2024, 2024-2025 AND 2025-2026**

WHEREAS, the City of Imperial (City) and Imperial Police Officers Association (IPOA) have met and conferred in accordance with requirements of the Meyers-Milias-Brown Act; and

WHEREAS, the City and IPOA have reached an agreement on the terms and benefits identified in the Memorandum of Understanding set forth in Exhibit "A".

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

SECTION 1. That the City Council of the City of Imperial hereby approves and adopts the MOU between the City and IPOA for Fiscal Years 2023-2024, 2024-2025, and 2025-2026 as set forth in Exhibit "A"

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial this 5th day of July, 2023.



KATHERINE BURNWORTH,
Mayor

ATTEST:



KRISTINA M. SHIELDS,
City Clerk

CERTIFICATION

I, Kristina M. Shields, City Clerk of the City of Imperial, California, hereby certify that the foregoing resolution was duly adopted at a meeting of the City Council of said City at its meeting held on the 5th of July, 2023, by the following vote, to wit:

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

NOES: None

ABSENT: None

ABSTAIN: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Imperial, California, this 5th day of July, 2023.



KRISTINA M. SHIELDS,
City Clerk

Contents

ARTICLE I – PARTIES TO THE AGREEMENT	3
ARTICLE II -RECOGNITION	3
ARTICLE III – RATIFICATION	3
ARTICLE IV – EFFECT OF AGREEMENT.....	3
ARTICLE V – SCOPE OF REPRESENTATION.....	4
ARTICLE VI – CITY RIGHTS	4
ARTICLE VII – EMPLOYEE RIGHTS.....	5
ARTICLE VIII – ASSOCIATION RIGHTS	5
ARTICLE IX – PAYROLL DEDUCTION	6
ARTICLE X – SAFETY AND OTHER EQUIPMENT EXCLUSIVE OF REQUIRED UNIFORMS	6
ARTICLE XI – UNIFORMS AND UNIFORM ALLOWANCE.....	6
ARTICLE XII – WORK SCHEDULE	7
ARTICLE XIII – EMPLOYEE LEAVES	7
A. SICK LEAVE.....	7
B. VACATION LEAVE.....	9
C. FUNERAL LEAVE	10
D. BEREAVEMENT LEAVE.....	11
E. JURY DUTY LEAVE.....	11
F. MILITARY LEAVE	11
ARTICLE XIV – HOLIDAYS	13
ARTICLE XV – REPLACEMENT/REPAIR OF EMPLOYEES PERSONAL PROPERTY	13
ARTICLE XVI – HEALTH BENEFITS	14
ARTICLE XVII – COMPENSATION	15
A. WAGE RATES	15
B. POST CERTIFICATION	17
C. OVERTIME	17
D. COMPENSATORY TIME	17
E. COURT PAY & STAND BY PAY	18
F. SHIFT DIFFERENTIAL PAY.....	18
G. FIELD TRAINING OFFICER.....	18
H. SPECIALIZED ASSIGNMENT PAY	19

I. K-9 OFFICER PAY	19
J. BILINGUAL PAY	19
K. EDUCATION PAY	20
ARTICLE XVIII – RETIREMENT	20
ARTICLE XIX – PROBATIONARY PERIOD	20
ARTICLE XX – PERSONNEL FILES	21
ARTICLE XXI – PERFORMANCE EVALUATION	22
ARTICLE XXII – PUNITIVE ACTION	22
ARTICLE XXIII – ADMINSTRATIVE APPEAL PROCEDURE.....	22
ARTICLE XXIV – DISCIPLINE	24
ARTICLE XXV – GRIEVANCE PROCEDURE.....	25
ARTICLE XXVI – TERM OF AGREEMENT	27
EXHIBIT A.....	28
POSITION ALLOCATION.....	28
EXHIBIT B	29
SALARY SCHEDULE.....	29
EXHIBIT C	33
EQUIPMENT LIST	33

ARTICLE I – PARTIES TO THE AGREEMENT

This Memorandum of Understanding (hereinafter as "MOU") is made and entered into between the City of Imperial (hereinafter as "CITY") and the Imperial Police Officers Association (hereinafter as "IPOA") pursuant to the rules and regulations of the City of Imperial for the Administration of Employer-Employee Relations, which is fully incorporated herein by reference as though fully set forth as part of this MOU, unless inconsistent with a specific term of the MOU.

ARTICLE II -RECOGNITION

The CITY officially recognizes the ASSOCIATION as an employee organization operating within Government Code Section 3501(b) of the Meyers-Milias Brown Act; including Full Time Permanent or Probationary Employees of the Imperial Police Department who are peace officers represented by the ASSOCIATION, except as provided in Article VII or as any CITY employee who holds the position of Chief of Police or Captain. Exhibit A attached hereto contains a list identifying those positions which are approved by the City Council and which are positions covered by this MOU.

ARTICLE III – RATIFICATION

It is agreed that this MOU is of no force or effect until ratified and approved by the membership of the ASSOCIATION and, thereafter is ratified and approved by resolution duly adopted by the City Council of the CITY. The City Manager and Chief of Police are directly responsible for enforcing the terms set forth in this MOU and shall provide each employee, including new hires, of the CITY's Police Department a copy of the MOU and any subsequent amendments thereto as appropriate.

ARTICLE IV – EFFECT OF AGREEMENT

The specific provisions of this MOU relative to wages, hours, fringe benefits and other terms and conditions of employment for the full-time classifications represented by the ASSOCIATION shall prevail over CITY policy, procedures, rules and regulations pertaining to represented employees which are inconsistent with the specific terms of this MOU. CITY policy, procedures, rules and regulations pertaining to employees represented by the ASSOCIATION which fall within the scope of representation, but which are not specifically addressed in this MOU, are incorporated into this MOU by reference only to the extent that they are not inconsistent with the terms of this MOU.

Except when mutually agreed upon by the parties, as required by the express terms of this MOU, or the expiration of this MOU, neither party shall be required to negotiate with respect to any matter covered by this MOU.

ARTICLE V – SCOPE OF REPRESENTATION

The scope of representation of the ASSOCIATION shall be as set forth in Government Code Section 3504, as it may be amended from time to time, and which provides that:

The Scope of Representation shall include all matters relating to employment conditions and employer-employee relations, including but not limited to, wages, hours and other terms and conditions of employment, except that the Scope of Representation shall not include consideration of the merits, necessity, organization, selection or discontinuation of any service or activity provided by law or executive order.

CITY shall provide prior notice of proposed rules, ordinances, resolution or regulations affecting matters within the Scope of Representation pursuant to Government Code Section 3504.5, except in cases of emergency.

ARTICLE VI – CITY RIGHTS

It is understood and agreed that CITY retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to:

- a) Determine its organization and mission; including the organization and mission of the Police Department; and
- b) Direct the work of CITY employees and assign related work not expressly covered by their job description; and
- c) Set standards of selection for employment, assignment, and promotion; and
- d) Determine the times and hours of operations, including “normal” working hours and schedule shifts accordingly; and
- e) Determine the kind of level of services to be provided and the methods and means of providing them; and
- f) Establish its municipal policies, goals, and objectives; and
- g) Make technological improvements; and
- h) Determine staffing patterns, number and kinds of personnel required; and
- i) Maintain efficiency of CITY budget procedures and determine budgetary allocation; and
- j) Determine the methods of raising revenue; and
- k) Contract out work in accordance with law; and

- l) Take action necessary to meet conditions of emergency nature, provided that the ASSOCIATION shall be afforded the opportunity to meet and confer concerning items covered by this MOU.

In addition, the CITY retains the right to classify, terminate, transfer and discipline employees, and determine the content of the employee performance process. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the CITY, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express term of this MOU, and then only to the extent such specified and express terms are in conformance with law.

This clause shall be interpreted and applied consistently with all other specific provisions of the MOU which deal with such management rights.

ARTICLE VII – EMPLOYEE RIGHTS

All Employees of CITY shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employee relations including, but not limited to, wages, hours, and other terms and conditions of employment. Employees of CITY also shall have the right to refuse to join or participate in activities of employee organizations and shall have the right to represent themselves individually in their employment relations with CITY. No employees shall be interfered with, intimidated, restrained coerced or discriminated against by CITY, ASSOCIATION, or by any employee organization because of the employee's exercise of these rights.

ARTICLE VIII – ASSOCIATION RIGHTS

ASSOCIATION officers may have access to ASSOCIATION members during the work day on non-work time to discuss ASSOCIATION business. Further, upon request for representation by an employee represented by the ASSOCIATION, such representative shall be permitted reasonable time during work hours without loss of pay to conduct such representation. Such business or representation shall not be permitted where manpower or shift assignments are adversely impacted or additional staffing or compensation will result. Upon request of the Chief of Police, ASSOCIATION may use CITY Police Department facilities for ASSOCIATION meetings on non-work time, and when not previously reserved or scheduled for CITY business, provided that ASSOCIATION gives Chief of Police, or his designee advance notice of any such request. Reasonable release time will be provided by the CITY for negotiations as agreed upon between the parties. The President of the IPOA may be released from work to attend one (1) PORAC meeting in San Diego (County), CA per month.

ARTICLE IX – PAYROLL DEDUCTION

During the term of this MOU, CITY will deduct ASSOCIATION dues on a bi-weekly payroll basis and remit in a timely fashion to the ASSOCIATION for each employee who has on file with CITY a signed authorization executed and dated after final adoption of this MOU by Resolution of the CITY Council. ASSOCIATION hereby releases and fully indemnifies CITY for any and all costs, including defense costs and attorney's fees and any judgment which may result from CITY's acts or omission in compliance with this Article.

ARTICLE X – SAFETY AND OTHER EQUIPMENT EXCLUSIVE OF REQUIRED UNIFORMS

CITY shall furnish to each Employee of the Police Department, at its own cost, any safety equipment or other equipment for the performance of employee's duties which is mandated by State Law, or CITY and all equipment required by CITY for use in the performance of peace officer duties for CITY. CITY will provide equipment listed in Exhibit C to all current full time, sworn employees in FY 2023-2024, and to incoming new hires for the term of this agreement. The CITY will maintain an inventory of eligible items for distribution to replace equipment that is damaged in the line of duty or worn due to general wear and tear. Equipment make and model selected for distribution will be at the discretion of the Chief of Police and will be uniform across the workforce. All secondary firearms carried by employees must be registered with and previously approved by the Chief of Police. Peace officers are not prohibited from carrying firearms issued and approved by the CITY while off duty. Employees also are not prohibited from carrying a flat badge on duty when not in uniform or off duty. All equipment, whether purchased or reimbursed by the CITY, including equipment furnished and/or owned by the CITY, shall be and remain the property of the CITY, and shall be returned to the CITY immediately upon termination of employment from the Police Department, upon written order of the Chief of Police, or upon transfer or assignment to duties where said equipment is not required or necessary as determined by CITY.

ARTICLE XI – UNIFORMS AND UNIFORM ALLOWANCE

All regular, full-time sworn employees of the Police Department are expected to maintain a clean, professional appearance at all times when representing the CITY as defined in Section 1024 of the Imperial Police Department Policy. For this purpose, CITY shall provide a one-time payment at the start of each fiscal year in the sum of one thousand five hundred dollars (\$1,500.00) to each sworn employee of the Police Department.

All regular, full-time civilian employees covered by this agreement are expected to maintain a clean, professional appearance at all times during their assigned working hours as defined by Section 1024.5 of the Imperial Police Department Policy. For this purpose, CITY shall provide a

one-time payment at the start of each fiscal year in the sum of six-hundred twenty-five dollars (\$625.00) to each civilian employee of the Police Department as a uniform allowance.

- Payments will be provided annually at the beginning of each fiscal year, or upon the date of hire for new employees.
- Sworn Employees: New hires who start employment with the City prior to June 1 will receive a stipend payment of one thousand five hundred dollars (\$1,500) upon hire, and will receive an additional stipend payment of one thousand five hundred dollars (\$1,500) at the start of the new fiscal year. For new hires starting on or after June 1 of each year, their uniform stipend payment received upon hire will serve as their payment for the upcoming fiscal year. If an employee should fail to pass the probationary period, uniforms purchased for employment with the City, or any clothing items with the CITY the logo or insignia shall be returned to the CITY upon termination.
- Civilian Employees: New hires who start employment with the City prior to June 1 will receive a stipend payment of six hundred twenty-five dollars (\$625) upon hire, and will receive an additional stipend payment of six hundred twenty-five dollars (\$625) at the start of the new fiscal year. For new hires starting on or after June 1 of each year, their uniform stipend payment received upon hire will serve as their payment for the upcoming fiscal year.
- If an employee should fail to pass the probationary period, uniforms purchased for employment with the City, or any clothing items with the CITY the logo or insignia shall be returned to the CITY upon termination.

ARTICLE XII – WORK SCHEDULE

Employees of the Police Department shall work approved schedule in accordance to a two-week work schedule as assigned by the Chief of Police. Schedules shall continue during the term of the MOU, if CITY determines that service so requires, CITY reserves the right to modify the number of employees working on any particular shift and/or day of the week and to change a particular employee's daily and/or weekly scheduled days/hours of work, so long as the employee has eighty (80) hours worked in each pay period.

ARTICLE XIII – EMPLOYEE LEAVES

A. SICK LEAVE

1. SICK LEAVE ACCRUAL. Sick leave will be accrued and credited on a pay period basis. A new employee starting on any day other than the first day of the pay period will not receive sick leave credit for that period.

(a) Employees will receive 3.6923 sick leave credit hours for completion of each full pay period (the total number of sick leave accrual will be ninety-six (96) hours per year).

(b) Employees shall be able to accumulate unlimited sick leave hours. All new employees hired after the term of this MOU will convert sick leave accrual for additional retirement credits at separation from the city after five (5) years of employment providing that they are PERS eligible. The employee shall have the option to cash out all hours between four hundred (400) hours and four hundred eighty (480) hours at the rate specified under Section 3 of this Article. New employees will no longer be eligible for sick leave cash out after five (5) years of employment.

(c) If an employee is absent without pay for more than five (5) working days of any single pay period, sick leave will not be accrued for that pay period.

2. USE OF SICK LEAVE. Sick leave may be taken at any time following the pay period in which it is earned. Use of accumulated sick leave is limited to the illness or injury of the employee and in accordance to the Family Medical Leave Act (FMLA).

Employees may charge their accumulated sick leave for absence from work due to confinement or hospitalization of a member of their immediate family (spouse, child or other dependent, or designated person (employees can designate one person per 12-month period)).

Proof of illness in the form of a doctor's statement may be required for all absences of three (3) consecutive workdays or more due to illness or injury, or if the CITY has reason to believe that the use of sick leave is not warranted. The CITY may give prior notice that verification will be required for future request of leave.

When an employee returns following an absence of more than three (3) consecutive work days, the CITY may request the employee furnish the CITY with a release from a medical or religious practitioner' certifying physical fitness and the extent to which employee may resume normal duties.

When weekly disability payments are made under Workers' Compensation laws, accrued sick leave benefits may be used provided that the total amount received by the employee shall not exceed normal compensation.

In all cases of industrial or work-related injury, CITY will provide light or modified duty if available. Individuals approved for light or modified duty available will remain on light or modified duty until medically released to full duty, or it is determined that employee's condition is medically determined to be permanent and stationary, the employee is medically unable to continue to perform the modified duty, or retired. CITY

agrees that if it is determined that an employee is industrially injured, temporarily or permanently, or is unable to perform modified or light duty as a result of an injury arising out of and in the course of employee's duties, such employee shall be entitled to a leave of absence without loss of salary in lieu of temporary disability payments for the period of disability, but not exceeding one (1) year or until such earlier date employee is retired on permanent disability pension pursuant to Labor Code Section 4850. The total payments received by the employee shall not exceed the employee's full salary.

In case of non-work-related injury or illness, CITY may provide light or modified duty if available and authorized by the City Manager.

Employees are encouraged to maintain a minimum of twenty (20) hours of sick leave accrual as insurance against unexpected illness.

3. SICK LEAVE PAYOFF. Accumulated sick leave shall be paid upon resignation or retirement according to the following schedule:

(a) After five (5) years of service	25%
(b) After ten (10) years of service	50%
(c) After fifteen (15) years of service	75%
(e) Twenty (20) years of service	100%

The above accumulated sick leave shall be paid at the current base rate of pay at the time of resignation or retirement less applicable taxes if any (not to exceed 480 hours), or in accordance to Section 1 (b) of this Article. Any employee involuntarily terminated for cause, or who negotiates a resignation in lieu of termination for cause is NOT be eligible for sick leave payoff unless authorized by the City Manager

4. ADDITIONAL SICK LEAVE. After exhaustion of paid sick leave, an employee who is ill or injured may, upon written request, use accumulated vacation or other credited paid leaves to avoid leave without pay.

(a) Days which an employee uses as "Additional Sick Leave" shall be considered days in paid status for applying the rights, benefits, and terms of this Agreement."

B. VACATION LEAVE

- 1) Vacation will accrue on a bi-weekly basis over twenty-six (26) pay periods per calendar year. A new employee starting on any day other than the first day of the pay period will not receive vacation leave credit for that period.
- 2) Vacation is earned but may not be taken during the probationary period except for emergencies approved by the Chief of Police. Emergencies do not include

employment elsewhere, participation in social or recreational events, or to pursue activities which may be completed during non-work hours.

- 3) Unpaid absences of thirty (30) consecutive days or more are not counted in determining the expiration of the above six (6) month period of continuous services, and vacation credit is not earned during such periods of unpaid absence.
- 4) Vacation may be taken up to the full amount accrued upon the prior approval of the Chief of Police. Vacation including fractions of a day, shall be granted only upon prior written request and written approval of the Chief of Police consistent with the Chief of Police determination of the need to fulfill work requirements and to provide continuous CITY services. If CITY cancels the scheduled vacation of an employee, the CITY and employee will mutually reschedule the vacation to occur within a period of three (3) months from the date it was initially scheduled to commence. In the case of an employee requesting more than a two-week consecutive vacation such requests may be reviewed and granted on a case-by-case basis by the Chief of Police, so long as such requests do not create negative operational or budgetary impacts for the City of Imperial.
- 5) Vacation may be earned and accumulated up to no more than four hundred and eighty (480) hours, at which time employees cease to accrue vacation in excess of this amount until such time and to the extent that accumulated vacation falls below this limit.
- 6) Upon completion of the probationary period, employees may request, and the Chief of Police may grant, vacation leave with pay to the extent earned in accordance with the following formula up to the four hundred and eighty (480) hour limit:

<u>Years of Continued Service</u>	<u>Vacation</u>
One (1) thru three (3) years	Two Weeks (80 Hours)
Four (4) thru eight (8) years	Three Weeks (120 Hours)
Nine (9) thru fourteen (14) years	Four Weeks (160 Hours)
Fifteen (15) and over	Five Weeks (200 Hours)

*Up to a total of 480 Hours

- 7) Resignation or termination of employees of the Police Department will be paid for earned vacation in a lump sum with the final check issued to the employee.

C. FUNERAL LEAVE

Upon the death of a regular, full-time employee of the CITY, other employees may be absent from work on a non-overtime basis with prior approval of the City Manager or his/her designee for a maximum of four (4) hours without loss of pay for the purpose of attending funeral services. However, the Police Department will not be closed for public service, or inadequately staffed to perform its mission as a result of such funeral attendance without the prior approval of the City Manager. The City Manager may grant

any additional exceptions to the limitations contained in this paragraph on a case-by-case basis. All employees granted such leave are required to attend the funeral for which such leave was requested, and to return to work following such attendance if their work day is not over.

When a public law enforcement officer employed in Imperial County is killed in the line of duty, CITY shall permit two ASSOCIATION representatives a maximum of four (4) hours to attend the funeral without loss of pay. CITY agrees to provide a vehicle for attendance at such funerals within Imperial County, if available and not otherwise required for service or scheduled for repair or maintenance, for the purpose of attending such funeral. Officers in attendance shall represent the CITY and perform an assigned duty. Where providing the vehicle is not possible for the CITY, the ASSOCIATION shall provide its own transportation at its own expense. The City Manager may grant additional exceptions to the limitations contained in this paragraph on a case-by-case basis.

D. BEREAVEMENT LEAVE

Whenever an employee is absent from work because of death in the immediate family, employee shall be entitled to five (5) working days absence with pay.

- 1) The immediate family shall be any of the following: spouse, domestic partner, child, child of either spouse or domestic partner, son-in-law, daughter-in-law, parent, step-parent, parent of either spouse or domestic partner, grandparent, step-grandparent, grandparent of spouse or domestic partner, sibling, step-sibling, sibling of either spouse or domestic partner, grandchildren, step-grandchildren, grandchildren of either spouse or domestic partner, aunt or uncle, niece or nephew, someone whom the employee was directly responsible for and provided care.
- 2) The granting of this leave shall not affect the employee's vacation or sick leave.
- 3) All bereavement leave must be reported on payroll time sheets, with an indication of the relationship of the deceased family member.
- 4) Additionally, in the event of a death in the employee's immediate household ten (10) work days of bereavement leave with pay may be taken by the employee.

E. JURY DUTY LEAVE

CITY employees summoned for jury duty shall serve without loss of pay, and shall provide CITY with payment for such service, except for mileage portion. Proof of service must be submitted with employee's timesheet.

F. MILITARY LEAVE

Military leave shall be granted in accordance with the terms required by State and Federal law. For purposes of retirement, Military Leave of Absence may be purchased at the

expense of the employee and request must be submitted by employee in accordance to PERS guidelines.

G. OTHER LEAVE TYPES

Family Medical Leave/California Family Rights Act Leave, Pregnancy Disability Leave and Parental Leave shall be provided in accordance with State and Federal Laws applicable to such leaves and upon the terms and conditions required by such laws.

H. DONATION OF TIME

All permanent employees with one full year of service with the City shall have the right in any fiscal year to donate to another permanent City employee no more than forty (40) hours of their accrued compensatory time and/or vacation time. Donation of time must be made in increments of a full hour.

The receiving employee must be off work due to their own serious illness or injury or the serious illness or injury of their child, parent, sibling, spouse or domestic partner, the spouse or domestic partner of any of the preceding, or a designated individual (as defined by the Family Medical Leave Act) and must have exhausted all their accumulated sick leave, vacation and compensatory time benefits before any of the transfer pursuant to this section shall be effective.

The receiving employee shall be required to provide the City a letter from his or her attending physician verifying the cause and necessity for the employee's absence.

In effecting the transfer of benefits between City employees pursuant to this section, the City's Finance department shall convert the amount of hours donated to dollar amounts at the donor's rate of pay and then reconvert the dollar amounts to hours at the receiving employee's rate of pay, and credit the number of hours to the account of the receiving employee. The Finance department will transfer the hours as needed.

All transfers of compensatory time and/or vacation hours from the account of one employee to the account of another employee pursuant to this section must be approved and requested in writing by Human Resources and the City Manager.

ARTICLE XIV – HOLIDAYS

The following is a calendar listing of observed holidays:

New Year Eve Day	December 31 st
New Year's Day	January 1
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	November 11 th
Thanksgiving	4 th Thursday in November
Day After Thanksgiving	Friday following Thanksgiving Day
Christmas Eve Day	December 24 th
Christmas Day	December 25 th
Personal Floating Holiday	Taken any time during the fiscal year

Officers required to work on the above holidays will be paid holiday pay at the applicable hourly rate of two and one-half (2 ½) times their base rate of pay. Officers not required to work will be credited hours in a Holiday Comp Bank in accordance to their work schedule to be used at a different time of the employee's choosing throughout the fiscal year. Holiday Comp hours are not subject to "cash out." Holiday Comp hours are on a use it or lose it schedule and do not roll over to the next fiscal year (must be used by last pay period of the fiscal year), this includes the personal floating holiday. Holiday Time must first be earned prior to its scheduled usage (only exception: to be used during the pay period it would be earned).

ARTICLE XV – REPLACEMENT/REPAIR OF EMPLOYEES PERSONAL PROPERTY

CITY shall reimburse employees for the lesser of the repair, replacement or fair market value up to a total cost of \$150.00 per incident for personal property damaged or lost in the performance of duty through no fault of the employee. This limitation shall not apply to uniforms damaged or lost within the scope of employment through no fault of the employee. This Article also does not apply to the ordinary wear and tear of uniforms for which the uniform allowance is intended. If the personal property is insured, CITY shall reimburse the employee for the cost of the deductible, up to a maximum of \$150.00 per incident. This Article shall not apply to personally owned vehicles used for the purpose of driving to and from work. It shall apply to personally owned vehicles where the use of such vehicle is directed by the City Manager or his designee to perform CITY business.

The City Manager may grant exceptions to the limitations contained in this paragraph on a case-by-case basis.

ARTICLE XVI – HEALTH BENEFITS

- a) CITY will pick up 100 percent (100%) of the Employee Only medical, dental, and vision cost for existing plans selected by the employee during Open Enrollment for Fiscal Years 2023-2024, 2024-2025 and 2025-2026; and
 - b) CITY will pick up 50 percent (50%) of the dependent cost of the existing medical, dental, and vision plans selected by the employee during Open Enrollment for Fiscal Years 2023-2024, 2024-2025, and 2025-2026 ;and
 - c) CITY will pick up the monthly cost up to \$700 of those employees who selected the Mexico HMO (SIMNSA) medical and dental plan during Open Enrollment for Fiscal Years 2023-2024, 2024-2025, and 2025-2026 ;
 - a. Vision is included in the SIMNSA medical plan.
- For employees who have SIMNSA coverage, additional vision or dental coverage selected in addition to the benefits provided by SIMNSA will be paid 100 percent (100%) by the employee.
- d) Employees who waive coverage shall be provided the amount of \$400 per month and be allowed to allocate funds into a pre-tax health benefit, (and/or) supplemental insurance coverage, (and/or) a 457 deferred compensation account, and/or employee's paycheck as an after-tax benefit.
 - e) CITY will pay 100 percent (%) of the cost to a group plan for the REACH life Helicopter services, Principal life and dependent life for employees and their dependents.
 - f) CITY will pay one-hundred percent (100%) of the employee and dependent life insurance for employees and their dependents.
 - g) CITY will provide reimbursement up to \$50 per month towards gym or fitness class membership.

Employer Contributions. The City shall pay health insurance premiums for employees on extended sick leave as required by Family Medical Leave Act (FMLA/CFRA) and Pregnancy Disability Leave (PDL).

Affordable Health Care Act (ACA). City will implement mandatory provisions of the ACA.

ARTICLE XVII – COMPENSATION

The base pay for each classification represented by the ASSOCIATION is provided in Exhibit B to this MOU and incorporated herein by reference. Each step within the range provides a 5% salary increase.

1. Salary step increases are not automatic, but shall be given only for performance of satisfactory services and completion of certain lengths of service, on recommendation of the department head.
2. Every employee occupying a permanent position shall have an anniversary date which shall be their annual salary increase eligibility date.
3. The City will add two additional longevity steps to the salary schedule, allowing for longevity step increases at Step 8, Step 9 and Step 10 (as outlined in Section 8 Longevity Increases).
 - a. Upon execution of this agreement, all employees with 20 years or greater of continuous services with the City will immediately advance to step 10, so long as they have completed at least one year at step 8.
 - b. All employees with equal to or greater than 15, but less than 20 years of continuous service with the City will immediately advance to Step 9, so long as they have completed a minimum of one year at step 8. Future step increases to take place per the provisions outlined under Section 8 Longevity Increases.
 - c. Longevity salary increases outlined in 3(a) and 3(b) will be effective the first day of the pay period following execution of this agreement.

A. WAGE RATES

- 1) The CITY will maintain the ten (10) steps on the Salary Schedule for fiscal year 2023-2024, 2024-2025, and 2025-2026. Longevity steps shall be Steps eight (8) at the tenth (10th) year of continuous employment, nine (9) at the fifteenth (15th) year of employment, and ten (10) at the twentieth (20th) year of employment.
- 2) A 10% cost of living adjustment (COLA) to the fiscal year (FY) 2023-2024 salary schedule, a 2.5% COLA to the FY 2024-2025 salary schedule, and a 2.5% COLA to the FY 2025-2026 salary schedule;
- 3) Salary increases are authorized to be effective on a fiscal year basis, all such salary increases shall become effective the first pay period in July.
- 4) Where salary increases are authorized by the City Council to be effective on any other basis other than fiscal year basis, all such salary increases shall become effective at the start of the pay period following the designation by resolution of the City Council.
- 5) During the term of this MOU, any bargaining unit that receives salary adjustment comprising more than that which is stated in terms one (1) through four (4), employees covered by this agreement shall receive the same adjustment.
- 6) Out-of-Class Assignment - During Out of Class assignments, an employee who is assigned to perform the duties of a higher job classification shall be paid five percent (5%) above

their base rate of pay for all hours the employee is assigned duties of a higher job classification that are not included in the employee's current scope of duties. At all times, the City Manager has the sole authority to verbally or in writing temporarily assign an employee to perform the duties of a higher job classification. This provision does not apply to the temporary replacement of another employee for who will be absent for less than 15 calendar days.

- 7) Salary Upon Promotion – Types of Promotions – Employees can apply for any vacancy for which the City is recruiting for. In addition, employees who hold a position in a classification series can promote to a higher classification within the series through the under-hire process. Under-Hire promotions within the classification series can be requested for employees who have obtained required licenses or specialty certifications required to move into the higher level with the classification, provided they meet all the requirements outlined in the job description for the higher classification. For under-hire promotions related to time-in-grade requirements, promotion can be considered and requested at the time of the employee's annual evaluation. Upon promotion to a position having a higher salary range than the position formally occupied, the employee shall be placed on the nearest step of the new salary range (but not beyond step 7), providing for a minimum five (5%) percent increase in salary over the step held in the former position prior to promotion. In those circumstances where placement at step 7 does not provide the required minimum five (5%) percent salary increase, the City Manager shall have the authority to place the employee at the higher longevity step, provided the employee meets the criteria of the minimum number of continuous years of service required for the step level. The effective date of the promotional pay increase shall be the first day of the following pay period after which the promotion is approved. The effective date of the promotion will serve as the employee's new anniversary and salary increase eligibility date.
- 8) Salary upon Demotion – Upon demotion to a position in a lower salary range than the class of position from which demoted, the employee shall have their salary reduced to the salary step that is closest to, without exceeding, their current salary in the new salary range (not to exceed step 7). In those circumstances where placement at step 7 does not provide the required minimum five (5%) percent salary increase, the City Manager shall have the authority to place the employee at the higher longevity step, provided the employee meets the criteria of the minimum number of continuous years of service required for the step level. The date of demotion shall be the employee's new anniversary and salary increase eligibility date.
- 9) Salary Upon Transfer – Upon transfer from one position to another in the same salary range, the employee shall be compensated at the same step in the salary range as previously received with no change in anniversary date.
- 10) Salary upon position reclassification
 - a) If the position is reclassified to a class which is allocated to the same step, the salary of the employee shall not change and neither shall the anniversary date.
 - b) If the position is reclassified to a class which is allocated to a higher salary range, the employee shall be moved to the new salary range at the same step they are currently

placed, provided this step provides a minimum five (5%) increase. In the event that lateral step placement does not provide a minimum five (5%) percent increase, the employee will be placed at the salary step which provides the minimum five (5%) salary increase (not to exceed step 7). In those circumstances where placement at step 7 does not provide the required minimum five (5%) percent salary increase, the City Manager shall have the authority to place the employee at the higher longevity step, provided the employee meets the criteria of the minimum number of continuous years of service required for the step level. The effective date of the reclassification pay increase shall be the first day of the following pay period after which the reclassification is approved. The date of reclassification shall be the employee's new anniversary and salary increase eligibility date.

- c) If the position is reclassified to a class which is allocated at a lower salary range, the salary of the employee will be placed at the salary step that is closest to, without decreasing, their current salary in the new salary range, unless the salary is greater than the maximum of the range of the position to which they have been reclassified. In such an event the salary of the employee shall be reduced to the maximum of the range of the new classification for which they are eligible. The effective date of the reclassification pay increase shall be the first day of the following pay period after which the reclassification is approved. The employee's anniversary date shall not change.

B. POST CERTIFICATION

CITY will pay the following increase upon successful completion of individual classes upon submission of proof of such successful completion to Chief of Police.

- 1) CITY employees who complete their Intermediate POST Certification shall receive a stipend pay of one hundred fifty dollars (\$150.00) per bi-weekly pay period.
- 2) CITY employees who complete their Advanced POST Certification shall receive a stipend pay of two hundred twenty-five dollars (\$225.00) per bi-weekly pay period..

C. OVERTIME

Overtime shall only be paid for regular, full-time employees of CITY if directed to be worked in advance by the Chief of Police. However, overtime in cases of emergency may be approved by the Chief of Police after the fact. Overtime shall be calculated at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay and shall be paid for actual time worked in excess of eighty (80) hours per pay period. Paid leaves, such as holiday, vacation, and sick, are included as time worked when computing overtime.

D. COMPENSATORY TIME

CITY will allow employees to accrue up to one hundred sixty (160) hours of Compensatory Time. This time will be used and credited as one and a half (1½) regular hours. For example, one (1) hour of Comp Time earned will be tracked as one and a half (1 ½) hours

of straight time. Use of Comp Time must be approved by a Chief of Police in advance and will not create negative operational or budgetary impacts to the CITY. Unused Comp Time may be carried on the books or maybe cashed out at any time of the year; whichever the employee chooses.

E. COURT PAY & STAND BY PAY

When an employee is required, as a result of employment responsibilities, to make court appearances, including but not limited to depositions and/or subpoenas, during otherwise off duty hours, that employee shall be compensated at the rate of four (4) hours at straight time pay for each morning or each afternoon court session and employee is required to attend.

If an employee is placed on an "on-call" status, the employee shall receive two (2) hours of straight time pay for each morning and/or afternoon session said employee is required to be on an "on-call" status. This includes but is not limited to, court cases, staff shortages, investigations, etc. If an officer in "on-call" status is called to work, he/she will be paid the rate of one and one half (1 ½) times their regular rate of pay in accordance with Article XVII, Section C of this MOU.

Officers called back while not placed in an "on-call" status shall receive a minimum of two (2) hours pay at a rate of one and one half (1 ½) times their rate of pay in accordance with Article XVII, Section C of this MOU. This includes but is not limited to, court cases, staff shortages, investigations, etc.

F. SHIFT DIFFERENTIAL PAY

All employees who work the third "swing" shift shall receive a shift differential pay of one hundred dollars (\$100.00) per pay period. All employees who work the second shift shall receive shift differential pay of one hundred fifty dollars (\$150.00) per pay period. Employees who work the standard "day shift" (i.e., 7:00am to 7:00pm) shall not receive shift differential pay. The employee must work a full week in the pay period to qualify for shift differential pay – only one shift differential per pay period.

G. FIELD TRAINING OFFICER

An employee while serving as a designated Field Training Officer (FTO) shall receive a 5% increase calculated on the employee's base rate of pay while said employee is serving as the FTO. Only one (1) FTO will be assigned at a time for each newly employed regular employee.

H. SPECIALIZED ASSIGNMENT PAY

An employee assigned to a Specialized Assignment shall receive a stipend pay of one hundred fifty dollars (\$150.00) per bi-weekly pay period. Recognized Specialized Assignments are School Resource Officer (SRO), Range Master, Detective and High-Risk Entry Team. Employees serving in more than one specialty assignment will receive stipend pay for each assignment served. The selection process for special assignments will include an administrative evaluation as determined by the Chief of Police in accordance with Section 1002.3.3 of the Imperial Police Department Policy Manual.

I. K-9 OFFICER PAY

The K-9 Officer will receive one hundred fifty dollars (\$150.00) per bi-weekly pay period.

J. BILINGUAL PAY

Employees will be eligible to receive a bilingual stipend of up to \$50.00 (\$25.00 for Oral Proficiency and \$25.00 for Written Proficiency) per pay period upon becoming certified in a foreign language, hereby specified as Spanish, through a City-administered exam testing oral and/or written proficiency provided that the position occupied has been "designated" to receive such pay by the Department Head and City Manager. In order to be eligible, the use of a foreign language must be a necessary part of their daily work activities and used for work purposes of communicating with the general public. Designated Positions are hereby identified as:

- i. Public Services Officer I/II/III
 - ii. Police Officer
 - iii. Corporal
 - iv. Sergeant
- b. Examinations: Eligible employees who desire to receive bilingual pay may request to be examined for proficiency in a foreign language by submitting a memorandum to their department head. The department head must sign the memorandum to certify that the use of a foreign language is a necessary part of their daily work activities and used for work purposes in communication with the public. The memorandum should then be forwarded to the City Manager for final approval. The City will provide testing at the beginning of each calendar year. Tests will be arranged by the City Manager's Office. Once an employee has become certified in a foreign language, he/she is not required to retest in order to remain eligible for bilingual pay, unless an amendment to testing standards is made. Retesting will be provided at the City's cost. Testing for bilingual pay will be conducted at the beginning of each fiscal year, pending or upon adoption of a

MOU by the City Council between the collective bargaining unit and the City; whichever occurs later.

- c. Expectations: Employees receiving bilingual pay are expected to translate for employee(s) who are not bilingual in the event such services are needed, even if the employee needing assistance is not from the same department or work unit.

K. EDUCATION PAY

CITY will pay the following increase(s) upon submission of proof of such successful completion/possession to the Chief of Police and Human Resources.

- a) Employees who obtain, and/or are in possession of, a Bachelor's degree from an accredited college or university above the requirement for their position shall be eligible to receive a stipend pay of seventy-five dollars (\$75.00) per bi-weekly pay period.
- b) Employees who obtain, and/or are in possession of, a Master's degree from an accredited college or university above the requirement for their position shall be eligible to receive a stipend pay of one hundred fifty dollars (\$150.00) per bi-weekly pay period.

ARTICLE XVIII – RETIREMENT

The CITY agrees to keep in effect the retirement plan administered by the Public Employee's Retirement System (PERS) as it currently exists.

ARTICLE XIX – PROBATIONARY PERIOD

Employees employed as peace officers and represented by the ASSOCIATION shall serve a probationary period of twelve (12) consecutive months upon employment. Probationary employees shall be evaluated quarterly at three (3), six (6), nine (9) and twelve (12) months. An employee may be terminated during the probationary period at any time prior to completion of such period for any reason at the discretion of the CITY. A probationary period shall be extended for the duration of any pay period during which the probationary employee is not in a paid status, is on leave or absent in excess of five (5) days during any such pay period, or for any period in which the employee is suspended from duty with or without pay.

After successful completion of the probationary period, employees will be evaluated at the twelfth month and annually thereafter to coincide with the employee's anniversary and salary increase eligibility date. Upon hire, new employees may be placed at a competitive step in the Salary

Schedule which commensurate with experience and/or training (not to exceed step 7). This provision will be in effect for the term of this agreement.

CITY will continue to fund longevity increases for city employees as follows.

Upon successful completion of the 10th year of continuous service with the City, including one year during which they have occupied step 7 in their current classification, permanent employees shall be eligible to advance to step 8 on their annual salary increase eligibility date.

Upon successful completion of the 15th year of continuous service with the City, including one year during which they have occupied step 8 in their current classification, permanent employees shall be eligible to advance to step 9 on their annual salary increase eligibility date.

Upon successful completion of the 20th year of continuous service with the City, including one year during which they have occupied step 9 in their current classification, permanent employees shall be eligible to advance to step 10 on their annual salary increase eligibility date.

Employees must meet the requirements outlined above to be eligible for placement in the longevity steps. No employee shall be placed at steps 8, 9, or 10 solely because of position reclassification, change in position classification, demotion or promotion. The City Manager may waive the requirement that the employee has completed one full year at the previous step, provided that the employee meets the minimum years of continuous service required by each step.

ARTICLE XX – PERSONNEL FILES

The official personnel file of each employee shall be maintained by the City Manager or his/her designee. Personnel files are confidential and access to personnel files is limited to any individual with the written, signed and recently dated consent of the employee and employees' representatives or agents of CITY with a need to know and authorization by CITY. In no event will documents in a personnel file or personnel file be taken from the physical custody of CITY.

Materials in the official personnel file of each employee which may serve as a basis for affecting the status of the employee's employment, are to be made available for the inspection of the employee involved and every ASSOCIATION member shall have the right to inspect such materials upon request, provided that such request is made at a time when such person is not actually required to render services to CITY. Upon approval by the Chief of Police, employees may use vacation time or compensatory time to review their personnel files. Medical information regarding worker's compensation or other occupationally related injuries or illnesses shall be kept in a file separate from employee personnel file. Other information of medical nature will be kept in a separate portion of the personnel file or in a separate file.

Information of an adverse nature shall not be entered in the personnel file of an employee until the employee has been provided with the original document and has read, signed and dated a copy of the document containing the adverse comment indicated that the employee is aware of such comment. Should the employee refuse to sign the document, that fact should be noted on the document and signed by the Chief of Police.

An employee shall have ten (10) days within which to file a written response to any adverse comment entered into his or her personnel file. Such written comment shall be attached to, and shall accompany the adverse comment.

ARTICLE XXI – PERFORMANCE EVALUATION

Performance evaluations shall be completed by employee's supervisor at upon the anniversary of the employee's date of hire and/or promotion; whichever occurs later. Failure by the employee's supervisor to complete the employee's evaluation shall be treated as a "meets expectations" evaluation. Evaluations should be performed in accordance with Section 1001 of the Imperial Police Department Policy Manual.

ARTICLE XXII – PUNITIVE ACTION

Punitive Action as further defined in Government Code Section 3303 as "any personnel action which may lead to dismissal, demotion, suspension, reduction in salary, a written reprimand, or if a transfer is believed to be for purposes of punishment."

Punitive Action does not include unfavorable performance evaluation, a transfer to compensate for a deficiency in performance, or the termination of a probationary employee.

Peace Officers shall be provided with the opportunity for administrative appeal for any punitive action taken or when a promotion is denied on grounds other than merit. Termination of an employee for poor performance or for acts other than misconduct is not recognized as "punitive action," and does not entitle the offending officer to a hearing or the appeal process.

ARTICLE XXIII – ADMINISTRATIVE APPEAL PROCEDURE

Administrative Appeal of Punitive Action, as defined in Article XXII of this MOU, shall be handled in the following manner:

Step 1) Whereas a Peace Officer, is subject by the Chief of Police to punitive action, the employee may, on written request within ten (10) calendar days of the date of the alleged punitive action, be

granted a meeting with the City Manager. Such request shall contain the nature of the punitive action being appealed and the peace officer's reason(s) for appealing the action or decision.

Step 2) Whereas the City Manager shall meet with the employee to discuss the appeal. The City Manager shall respond in writing as to employee's decision regarding the appeal within ten (10) calendar days following the meeting with the employee. An extension of the five (5) calendar days may be taken for absence of the City Manager, where necessary to ascertain, clarify or verify information regarding the appeal, or for sufficient reason. The employee is entitled to representation of the ASSOCIATION at such meeting if employee so desires. The employee is entitled to legal representation at such meeting if the employee desires and it is mutually agreed upon by CITY.

Step 3) If not satisfied with the decision of the City Manager or if the City Manager imposed the punitive action, the employee may, within ten (10) calendar days, request to meet with the Personnel Committee of the City Council for the purpose of appealing the decision. The Personnel Committee of the City Council is defined as "less than a quorum of City Council members and appointed by the Mayor." The Personnel Committee will schedule a meeting with the employee to hear the employee's position. The employee is entitled to representation at the meeting, to present relevant evidence, oral or written statement, or to ask questions of any witness present or requested to be present by any party who the Personnel Committee finds to be relevant to the proceedings. A record shall be made of the meeting. The meeting shall be conducted in an orderly manner, and all participants shall conduct themselves in a professional manner. Unduly disruptive, discourteous and offensive behavior may cause the Personnel Committee to exclude the offending individuals from the meeting and/or to recess the meeting temporarily or to a later time and date.

Step 4) At such time the Personnel Committee shall issue a written decision indicating the reasons for their decision and a summary of the facts upon which the decision is based. The decision shall be served on the employee within ten (10) calendar days following the meeting.

Step 5) If unsatisfied with the Personnel Committee decision, the employee may appeal the decision to the City Council in writing within ten (10) calendar days. The decision of the City Council shall be final.

Extension of time limits of each step in this Article may be extended if mutually agreed on by both CITY and ASSOCIATION. Punitive Action as defined in this Article shall be excluded from the provisions listed in Article XXIV Discipline and Article XXV Grievance Procedure. If a punitive action as defined herein additionally also constitutes Discipline as defined in Article XXIV or a Grievance as defined in Article XXV and is pursued under the procedure listed therein, that procedure shall constitute the administrative appeal in lieu of the procedure provided in this Article.

ARTICLE XXIV – DISCIPLINE

This Article applies only to permanent employees of CITY. Discipline is defined as any suspension without pay, involuntary demotion, or termination of employment of a permanent employee. Discipline and this Article shall not apply to punitive action as defined in Article XXII herein, performance evaluations, written or oral warnings, admonitions, reprimands, counseling memorandums, directives or similar actions.

Discipline shall be taken only for cause of the following actions:

1. Fraud or misrepresentation in securing appointment or promotion; and/or
2. Incompetent or unsatisfactory performance of duty; and/or
3. Inefficient, untimely, careless or negligent performance of duty; and/or
4. Failure to possess the minimum qualifications for the position such as loss of driver's license; and/or
5. Dishonesty; and/or
6. Insubordination; and/or
7. Unauthorized absence from duty or place of assigned duty; and/or
8. Discourteous or disrespectful behavior toward superiors, other employees or the public; and/or
9. Behavior on or off duty which is unprofessional and tends to bring discredit on the Department or CITY; and/or
10. Conviction of any crime which relates to the qualifications, certifications, functions, or duties required of the employee in the assigned position; and/or
11. Loss, theft, conversion, damage, destruction or other misuse of CITY property or property entrusted to its use; and/or
12. Misuse of authority or position; and/or
13. Failure to comply with CITY policies, ordinances, rules, regulations and the provisions of any applicable MOU, or Department rules, regulations or orders; and/or
14. Failure to comply with safety rules, standards and regulations or behavior which endangers the employee, other employees or members of the public; and/or
15. Misuse of or abuse of sick leave or other leave benefits; and/or
16. Use, possession, or being under the influence of alcohol or intoxicating beverages or controlled substances without a prescription on CITY property, during the work day, or while performing duties for the CITY; and/or
17. Failure to report accidents, injuries and known safety hazards or violations; and/or
18. Engaging in sexual harassment, or other discriminatory unlawful conduct; and/or
19. Reporting to work in an impaired condition due to the use of alcoholic beverages or other intoxicants or controlled substances; and/or
20. Other unprofessional conduct which reflects adversely on CITY or the Police Department.

CITY may place an employee on paid administrative leave immediately subject to the rights set forth in the following paragraph.

In all cases, employees shall be provided written notice of any proposed disciplinary action from the City Manager or Chief of Police, and except in cases of emergency, such notice shall be provided at least ten (10) working days prior to the effective date of the proposed action. A working day is defined as a day when City Hall is open for business. The notice shall contain a description of the action to be taken and its effective date; a statement of the reasons for such discipline including the causes therefore; notice of the employee's right to meet with the City Manager prior to the end of the ten (10) day period; a copy of this Article; a form, the signing and filing of which with the City Manager shall constitute a denial of all charges and demand for hearing. Such form must be submitted within ten (10) working days of the date of the notice of proposed disciplinary action. The discipline shall be effective, subject to the right of appeal at Step four (4) of the Grievance Procedure defined in Article XXV. At the end of the ten (10) day period in which the meeting may be held unless the employee is otherwise notified by the City Manager.

ARTICLE XXV – GRIEVANCE PROCEDURE

A Grievance is defined as a claim by an employee or ASSOCIATION that CITY has misinterpreted, misapplied or violated any specific term or provision of this MOU, or a CITY policy, rule, or Ordinance. An appeal of any discipline imposed as defined in Article XXIV of this MOU shall be submitted at Step four (4) of this Article. Specifically excluded from this procedure are the contents of performance evaluations, punitive actions defined in Article XXII, reprimands, warnings, admonitions or other actions excluded from the Discipline Article XXIV, or the content of documents placed in personnel files.

A Grievant is defined as the ASSOCIATION and/or an employee covered by this MOU. A Grievant may be accompanied at any step of the Grievance Procedure by a representative of the Grievant's choice.

The Grievance Procedure shall be defined as follows:

Step 1) Within ten (10) working days of the incident which gave rise to the grievance, a Grievant may present the grievance orally to the Chief of Police. If not resolved, the Grievant may proceed to the next step.

Step 2) The Grievant must submit the grievance in writing to the Chief of Police within ten (10) working days of the informal meeting stated in Step One (1). The Chief of Police shall respond in writing granting or denying the grievance in whole or in part within ten (10) working days of receipt of written grievance. If the Grievant is not satisfied with the response of Step 2 Grievant may proceed to the next step.

Step 3) The Grievant must submit the grievance to the City Manager within ten (10) days from which the Grievant received the Chief of Police's response. Within ten (10) days of receipt of the grievance, the City Manager shall meet with the Grievant, and within ten (10) days of such meeting

respond in writing with a decision granting or denying the grievance as a whole or in part. The City Manager's decision shall be final and binding on the Grievant and the CITY except where the grievance action is suspension without pay, demotion, or termination of employment. If needed, the grievance shall be able to proceed to Step Four (4) of this Article with all documentation carried forward.

Step 4) If the City Manager fails to respond in accordance with Step Three (3) or as a result of the above, an employee is suspended, terminated, reduced in pay or any situation that results in a loss of pay, the employee and/or ASSOCIATION have the right, within ten (10) working days of the City Manager's decision, to request Federal or State Mediation and Conciliation Service to hear the matter and render a recommendation. The Mediator's authority is limited, and shall have no power to alter, amend, change or subtract from any of the terms of this MOU, but shall determine only whether or not there has been a violation of this MOU, City rules, regulations, and/or policies in respect of the alleged grievance. The recommendation of the mediator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other.

Step 5) Suspension Without Pay, Demotion or Termination of Employment Only.

In cases of suspension without pay, demotion or termination of employment, a hearing requested following the City Manager's decision at Step 3, and the Mediators recommendation at Step 4, to appeal the decision of the City Manager, shall be before an arbitrator provided by the American Arbitration Association and selected pursuant to those rules. The CITY and the employee shall equally bear the costs of the Arbitrator, a court reporter and production of the record of the hearing. All other costs shall be borne by the party incurring the expense.

The CITY shall request the list of Arbitrators from the American Arbitration Association (hereinafter as "AAA"). All lists from the AAA shall contain only names of neutrals who are members of the Nation Academy of Arbitrators and who have issued at least five (5) arbitration decisions within the last ten (10) years of the date of this MOU involving the discipline of City and County employees.

The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the arbitrator. The arbitrator shall be subject to the following limitations:

1. The arbitrator shall have no power to add, alter, subtract from, disregard, change or modify any terms of this MOU, but shall determine only whether just cause exists for the discipline and if the remedy is appropriate.
2. The award of the arbitrator shall be based solely upon the evidence and arguments presented to him/her in the presence of the parties, and upon any post-hearing briefs of the parties.
3. Should the arbitrator determine that the employee should reinstated, or that a suspension without pay was without just cause, the employee shall be awarded back pay upon reinstatement or reimbursed for the days of suspension without pay served.

ARTICLE XXVI – TERM OF AGREEMENT

This MOU shall be effective upon final adoption by Resolution of the City Council of the CITY and shall remain in full force and effect for fiscal years 2023-2024, 2024-2025 and 2025-2026. Upon written request by either party and submission of an initial proposal prior to the expiration date of this MOU, each party may request to meet and confer regarding an amendment or new MOU.

Except in cases of emergency, CITY will provide ASSOCIATION written notice of any changes in CITY ordinances, rules, resolutions, regulations or established practices directly relating to matters within the scope of representation as defined by the law which is proposed to be adopted by CITY and shall give ASSOCIATION the opportunity to meet with CITY. In cases of emergency, CITY shall give ASSOCIATION such notice and opportunity to meet at the earliest possible time following adoption of such ordinance, rule, resolution or regulation.

CITY OF IMPERIAL:

Dennis H. Morita, City Manager

Alexis L Brown, Assistant City Manager

Kristen W. Smith, Human Resources Manager

IMPERIAL POLICE OFFICERS ASSOCIATION:

Sgt. Alberto Hernandez, President

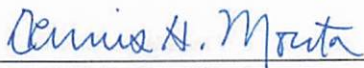
Sgt. Jeremy Schaffer, Vice President

ARTICLE XXVI – TERM OF AGREEMENT

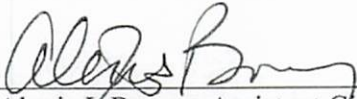
This MOU shall be effective upon final adoption by Resolution of the City Council of the CITY and shall remain in full force and effect for fiscal years 2023-2024, 2024-2025 and 2025-2026. Upon written request by either party and submission of an initial proposal prior to the expiration date of this MOU, each party may request to meet and confer regarding an amendment or new MOU.

Except in cases of emergency, CITY will provide ASSOCIATION written notice of any changes in CITY ordinances, rules, resolutions, regulations or established practices directly relating to matters within the scope of representation as defined by the law which is proposed to be adopted by CITY and shall give ASSOCIATION the opportunity to meet with CITY. In cases of emergency, CITY shall give ASSOCIATION such notice and opportunity to meet at the earliest possible time following adoption of such ordinance, rule, resolution or regulation.

CITY OF IMPERIAL:



Dennis H. Morita, City Manager



Alexis L. Brown, Assistant City Manager



Kristen W. Smith, Human Resources Manager

IMPERIAL POLICE OFFICERS ASSOCIATION:



Sgt. Alberto Hernandez, President



Sgt. Jeremy Schaffer, Vice President

EXHIBIT A
POSITION ALLOCATIONS
(Amended 08/02/2023)

<u>POSITION</u>	<u>RANGE</u>
Corporal	82
Criminal Analyst	73
Police Chief's Administrative Assistant	60
Police Officer	76
Police Services Officer I	60
Police Services Officer II	62
Police Services Officer III	67
Sergeant	87

EXHIBIT B
SALARY SCHEDULE

Page Left Intentionally Blank

City of Imperial
Classification and Compensation Schedule

CITY OF IMPERIAL
SALARY SCHEDULE
ALL CLASSIFICATIONS
FISCAL YEAR 2023-2024 (10% COLA)

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	10 YR STEP 8	15 YR STEP 9	20 YR STEP 10
55	17.58	18.46	19.38	20.35	21.37	22.44	23.56	24.74	25.97	27.27
56	18.02	18.92	19.87	20.86	21.90	23.00	24.15	25.36	26.62	27.95
57	18.47	19.39	20.36	21.38	22.45	23.57	24.75	25.99	27.29	28.65
58	18.93	19.88	20.87	21.92	23.01	24.16	25.37	26.64	27.97	29.37
59	19.41	20.38	21.39	22.46	23.59	24.77	26.00	27.30	28.67	30.10
60	19.89	20.88	21.93	23.03	24.18	25.39	26.65	27.99	29.39	30.86
61	20.39	21.41	22.48	23.60	24.78	26.02	27.32	28.69	30.12	31.63
62	20.90	21.94	23.04	24.19	25.40	26.67	28.00	29.40	30.87	32.42
63	21.42	22.49	23.62	24.80	26.04	27.34	28.70	30.14	31.65	33.23
64	21.96	23.05	24.21	25.42	26.69	28.02	29.42	30.89	32.44	34.06
65	22.50	23.63	24.81	26.05	27.35	28.72	30.16	31.67	33.25	34.91
66	23.07	24.22	25.43	26.70	28.04	29.44	30.91	32.46	34.08	35.78
67	23.64	24.83	26.07	27.37	28.74	30.18	31.68	33.27	34.93	36.68
68	24.23	25.45	26.72	28.05	29.46	30.93	32.48	34.10	35.80	37.60
69	24.84	26.08	27.39	28.76	30.19	31.70	33.29	34.95	36.70	38.54
70	25.46	26.73	28.07	29.47	30.95	32.50	34.12	35.83	37.62	39.50
71	26.10	27.40	28.77	30.21	31.72	33.31	34.97	36.72	38.56	40.49
72	26.75	28.09	29.49	30.97	32.51	34.14	35.85	37.64	39.52	41.50
73	27.42	28.79	30.23	31.74	33.33	34.99	36.74	38.58	40.51	42.54
74	28.10	29.51	30.98	32.53	34.16	35.87	37.66	39.55	41.52	43.60
75	28.81	30.25	31.76	33.35	35.01	36.77	38.60	40.53	42.56	44.69
76	29.53	31.00	32.55	34.18	35.89	37.68	39.57	41.55	43.62	45.81
77	30.27	31.78	33.37	35.04	36.79	38.63	40.56	42.59	44.72	46.95
78	31.02	32.57	34.20	35.91	37.71	39.59	41.57	43.65	45.83	48.13
79	31.80	33.39	35.06	36.81	38.65	40.58	42.61	44.74	46.98	49.33
80	32.59	34.22	35.93	37.73	39.62	41.60	43.68	45.86	48.15	50.56
81	33.41	35.08	36.83	38.67	40.61	42.64	44.77	47.01	49.36	51.83
82	34.24	35.95	37.75	39.64	41.62	43.70	45.89	48.18	50.59	53.12
83	35.10	36.85	38.70	40.63	42.66	44.80	47.04	49.39	51.86	54.45
84	35.98	37.77	39.66	41.65	43.73	45.92	48.21	50.62	53.15	55.81
85	36.88	38.72	40.65	42.69	44.82	47.06	49.42	51.89	54.48	57.21
86	37.80	39.69	41.67	43.75	45.94	48.24	50.65	53.18	55.84	58.64
87	38.74	40.68	42.71	44.85	47.09	49.45	51.92	54.51	57.24	60.10
88	39.71	41.70	43.78	45.97	48.27	50.68	53.22	55.88	58.67	61.60
89	40.70	42.74	44.88	47.12	49.48	51.95	54.55	57.27	60.14	63.14
90	41.72	43.81	46.00	48.30	50.71	53.25	55.91	58.71	61.64	64.72
91	42.76	44.90	47.15	49.50	51.98	54.58	57.31	60.17	63.18	66.34
92	43.83	46.02	48.33	50.74	53.28	55.94	58.74	61.68	64.76	68.00
93	44.93	47.18	49.53	52.01	54.61	57.34	60.21	63.22	66.38	69.70
94	46.05	48.35	50.77	53.31	55.98	58.78	61.71	64.80	68.04	71.44
95	47.20	49.56	52.04	54.64	57.38	60.24	63.26	66.42	69.74	73.23
96	48.38	50.80	53.34	56.01	58.81	61.75	64.84	68.08	71.48	75.06
97	49.59	52.07	54.68	57.41	60.28	63.29	66.46	69.78	73.27	76.94
98	50.83	53.37	56.04	58.85	61.79	64.88	68.12	71.53	75.10	78.86
99	52.10	54.71	57.44	60.32	63.33	66.50	69.82	73.32	76.98	80.83
100	53.41	56.08	58.88	61.82	64.92	68.16	71.57	75.15	78.91	82.85
101	54.74	57.48	60.35	63.37	66.54	69.87	73.36	77.03	80.88	84.92
102	56.11	58.92	61.86	64.95	68.20	71.61	75.19	78.95	82.90	87.05

City of Imperial
Classification and Compensation Schedule

CITY OF IMPERIAL
SALARY SCHEDULE
ALL CLASSIFICATIONS
FISCAL YEAR 2024-2025 (2.5% COLA)

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	10 YR STEP 8	15 YR STEP 9	20 YR STEP 10
55	18.02	18.92	19.87	20.86	21.90	23.00	24.15	25.36	26.62	27.95
56	18.47	19.39	20.36	21.38	22.45	23.57	24.75	25.99	27.29	28.65
57	18.93	19.88	20.87	21.92	23.01	24.16	25.37	26.64	27.97	29.37
58	19.41	20.38	21.39	22.46	23.59	24.77	26.01	27.31	28.67	30.10
59	19.89	20.89	21.93	23.03	24.18	25.39	26.66	27.99	29.39	30.86
60	20.39	21.41	22.48	23.60	24.78	26.02	27.32	28.69	30.12	31.63
61	20.90	21.94	23.04	24.19	25.40	26.67	28.00	29.41	30.88	32.42
62	21.42	22.49	23.62	24.80	26.04	27.34	28.71	30.14	31.65	33.23
63	21.96	23.05	24.21	25.42	26.69	28.02	29.42	30.89	32.44	34.06
64	22.50	23.63	24.81	26.05	27.35	28.72	30.16	31.67	33.25	34.91
65	23.07	24.22	25.43	26.70	28.04	29.44	30.91	32.46	34.08	35.78
66	23.64	24.83	26.07	27.37	28.74	30.18	31.68	33.27	34.93	36.68
67	24.23	25.45	26.72	28.05	29.46	30.93	32.48	34.10	35.81	37.60
68	24.84	26.08	27.39	28.76	30.19	31.70	33.29	34.95	36.70	38.54
69	25.46	26.73	28.07	29.48	30.95	32.50	34.12	35.83	37.62	39.50
70	26.10	27.40	28.77	30.21	31.72	33.31	34.97	36.72	38.56	40.49
71	26.75	28.09	29.49	30.97	32.52	34.14	35.85	37.64	39.52	41.50
72	27.42	28.79	30.23	31.74	33.33	35.00	36.74	38.58	40.51	42.54
73	28.11	29.51	30.99	32.54	34.16	35.87	37.66	39.55	41.52	43.60
74	28.81	30.25	31.76	33.35	35.02	36.77	38.61	40.54	42.56	44.69
75	29.53	31.00	32.55	34.18	35.89	37.69	39.57	41.55	43.63	45.81
76	30.27	31.78	33.37	35.04	36.79	38.63	40.56	42.59	44.72	46.95
77	31.02	32.57	34.20	35.91	37.71	39.59	41.57	43.65	45.83	48.13
78	31.80	33.39	35.06	36.81	38.65	40.58	42.61	44.74	46.98	49.33
79	32.59	34.22	35.93	37.73	39.62	41.60	43.68	45.86	48.16	50.56
80	33.41	35.08	36.83	38.67	40.61	42.64	44.77	47.01	49.36	51.83
81	34.24	35.96	37.75	39.64	41.62	43.70	45.89	48.18	50.59	53.12
82	35.10	36.85	38.70	40.63	42.66	44.80	47.04	49.39	51.86	54.45
83	35.98	37.78	39.66	41.65	43.73	45.92	48.21	50.62	53.15	55.81
84	36.88	38.72	40.66	42.69	44.82	47.06	49.42	51.89	54.48	57.21
85	37.80	39.69	41.67	43.76	45.94	48.24	50.65	53.19	55.85	58.64
86	38.74	40.68	42.71	44.85	47.09	49.45	51.92	54.52	57.24	60.10
87	39.71	41.70	43.78	45.97	48.27	50.68	53.22	55.88	58.67	61.61
88	40.70	42.74	44.88	47.12	49.48	51.95	54.55	57.28	60.14	63.15
89	41.72	43.81	46.00	48.30	50.71	53.25	55.91	58.71	61.64	64.72
90	42.77	44.90	47.15	49.51	51.98	54.58	57.31	60.17	63.18	66.34
91	43.83	46.03	48.33	50.74	53.28	55.94	58.74	61.68	64.76	68.00
92	44.93	47.18	49.54	52.01	54.61	57.34	60.21	63.22	66.38	69.70
93	46.05	48.36	50.77	53.31	55.98	58.78	61.72	64.80	68.04	71.44
94	47.20	49.56	52.04	54.65	57.38	60.25	63.26	66.42	69.74	73.23
95	48.38	50.80	53.34	56.01	58.81	61.75	64.84	68.08	71.49	75.06
96	49.59	52.07	54.68	57.41	60.28	63.30	66.46	69.78	73.27	76.94
97	50.83	53.38	56.04	58.85	61.79	64.88	68.12	71.53	75.11	78.86
98	52.11	54.71	57.45	60.32	63.33	66.50	69.83	73.32	76.98	80.83
99	53.41	56.08	58.88	61.83	64.92	68.16	71.57	75.15	78.91	82.85
100	54.74	57.48	60.35	63.37	66.54	69.87	73.36	77.03	80.88	84.92
101	56.11	58.92	61.86	64.96	68.20	71.61	75.19	78.95	82.90	87.05
102	57.51	60.39	63.41	66.58	69.91	73.40	77.07	80.93	84.97	89.22

City of Imperial
Classification and Compensation Schedule

CITY OF IMPERIAL
SALARY SCHEDULE
ALL CLASSIFICATIONS
FISCAL YEAR 2025-2026 (2.5% COLA)

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	10 YR STEP 8	15 YR STEP 9	20 YR STEP 10
55	18.47	19.39	20.36	21.38	22.45	23.57	24.75	25.99	27.29	28.65
56	18.93	19.88	20.87	21.92	23.01	24.16	25.37	26.64	27.97	29.37
57	19.41	20.38	21.39	22.46	23.59	24.77	26.00	27.30	28.67	30.10
58	19.89	20.88	21.93	23.03	24.18	25.39	26.65	27.99	29.39	30.86
59	20.39	21.41	22.48	23.60	24.78	26.02	27.32	28.69	30.12	31.63
60	20.90	21.94	23.04	24.19	25.40	26.67	28.00	29.40	30.87	32.42
61	21.42	22.49	23.62	24.80	26.04	27.34	28.70	30.14	31.65	33.23
62	21.96	23.05	24.21	25.42	26.69	28.02	29.42	30.89	32.44	34.06
63	22.50	23.63	24.81	26.05	27.35	28.72	30.16	31.67	33.25	34.91
64	23.07	24.22	25.43	26.70	28.04	29.44	30.91	32.46	34.08	35.78
65	23.64	24.83	26.07	27.37	28.74	30.18	31.68	33.27	34.93	36.68
66	24.23	25.45	26.72	28.05	29.46	30.93	32.48	34.10	35.81	37.60
67	24.84	26.08	27.39	28.76	30.19	31.70	33.29	34.95	36.70	38.54
68	25.46	26.73	28.07	29.47	30.95	32.50	34.12	35.83	37.62	39.50
69	26.10	27.40	28.77	30.21	31.72	33.31	34.97	36.72	38.56	40.49
70	26.75	28.09	29.49	30.97	32.51	34.14	35.85	37.64	39.52	41.50
71	27.42	28.79	30.23	31.74	33.33	34.99	36.74	38.58	40.51	42.54
72	28.10	29.51	30.98	32.53	34.16	35.87	37.66	39.55	41.52	43.60
73	28.81	30.25	31.76	33.35	35.01	36.77	38.60	40.53	42.56	44.69
74	29.53	31.00	32.55	34.18	35.89	37.68	39.57	41.55	43.62	45.81
75	30.27	31.78	33.37	35.04	36.79	38.63	40.56	42.59	44.72	46.95
76	31.02	32.57	34.20	35.91	37.71	39.59	41.57	43.65	45.83	48.13
77	31.80	33.39	35.06	36.81	38.65	40.58	42.61	44.74	46.98	49.33
78	32.59	34.22	35.93	37.73	39.62	41.60	43.68	45.86	48.15	50.56
79	33.41	35.08	36.83	38.67	40.61	42.64	44.77	47.01	49.36	51.83
80	34.24	35.95	37.75	39.64	41.62	43.70	45.89	48.18	50.59	53.12
81	35.10	36.85	38.70	40.63	42.66	44.80	47.04	49.39	51.86	54.45
82	35.98	37.77	39.66	41.65	43.73	45.92	48.21	50.62	53.15	55.81
83	36.88	38.72	40.65	42.69	44.82	47.06	49.42	51.89	54.48	57.21
84	37.80	39.69	41.67	43.75	45.94	48.24	50.65	53.18	55.84	58.64
85	38.74	40.68	42.71	44.85	47.09	49.45	51.92	54.51	57.24	60.10
86	39.71	41.70	43.78	45.97	48.27	50.68	53.22	55.88	58.67	61.60
87	40.70	42.74	44.88	47.12	49.48	51.95	54.55	57.27	60.14	63.14
88	41.72	43.81	46.00	48.30	50.71	53.25	55.91	58.71	61.64	64.72
89	42.76	44.90	47.15	49.50	51.98	54.58	57.31	60.17	63.18	66.34
90	43.83	46.02	48.33	50.74	53.28	55.94	58.74	61.68	64.76	68.00
91	44.93	47.18	49.53	52.01	54.61	57.34	60.21	63.22	66.38	69.70
92	46.05	48.35	50.77	53.31	55.98	58.78	61.71	64.80	68.04	71.44
93	47.20	49.56	52.04	54.64	57.38	60.24	63.26	66.42	69.74	73.23
94	48.38	50.80	53.34	56.01	58.81	61.75	64.84	68.08	71.48	75.06
95	49.59	52.07	54.68	57.41	60.28	63.29	66.46	69.78	73.27	76.94
96	50.83	53.37	56.04	58.85	61.79	64.88	68.12	71.53	75.10	78.86
97	52.10	54.71	57.44	60.32	63.33	66.50	69.82	73.32	76.98	80.83
98	53.41	56.08	58.88	61.82	64.92	68.16	71.57	75.15	78.91	82.85
99	54.74	57.48	60.35	63.37	66.54	69.87	73.36	77.03	80.88	84.92
100	56.11	58.92	61.86	64.95	68.20	71.61	75.19	78.95	82.90	87.05
101	57.51	60.39	63.41	66.58	69.91	73.40	77.07	80.93	84.97	89.22
102	58.95	61.90	64.99	68.24	71.65	75.24	79.00	82.95	87.10	91.45

EXHIBIT C

EQUIPMENT LIST

The following list of items will be provided by the CITY as outlined in Article X, Safety and Other Equipment Exclusive of Required Uniforms.

Item Description	Quantity
Badge Flat	1
Ballistic Vest	1
Collapsible Baton and Holster	1
Custom Badge	1
Duty Belt	1
Firearm and Holster	1
Flashlight and Holster	1
Handcuffs and Holsters	2
Keepers	4
Magazine Pouch	1
Metal Name Tag	1
Pepper Spray and Holster	1
Radio and Holster	1
Taser and Holster	1

Agenda Item
No.

C-3

DATE SUBMITTED 04/10/2024
SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
DATE ACTION REQUIRED 04/17/2024

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:

HWY 86 FENCE REPLACEMENT PROJECT FROM 2ND ST TO MARSHALL AVE (RFP P2023-04):

1. APPROVAL OF FINAL CONTRACT AMOUNT.
2. ACCEPTANCE OF WORK COMPLETED
3. AUTHORIZING CITY CLERK TO FILE NOTICE OF COMPLETION IN THE IMPERIAL COUNTY CLERK/RECORDER OFFICE.

DEPARTMENT COMMUNITY DEVELOPMENT
INVOLVED:

BACKGROUND/SUMMARY:

The City of Imperial secured funding from ICTC in the amount of \$165,000 for the removal and replacement of the existing chain-link fence located along the Easterly side of Hwy 86 from 2nd St to Marshall Avenue, specifically in front of the "Imperial Valley Fairgrounds / California Mid-Winter Fair" site.

The project was prepared and conducted by the Community Development Department, which included, but not limited to the RFP process, construction staking and inspections of the work done. The contractor hired for the execution of the work was Big-J Fencing, Inc. The targeted work was done Per Resolution No. 2024-02 after all proposals received by the City of Imperial were rejected on January 03, 2024 per Agenda Item B-7.

Big-J Fencing, Inc was paid \$147,000 for the targeted work and \$17,986.51 for spare materials which were required to exhaust the approved funds. Said materials will remain at the premises of the IV Fairgrounds for future use.

The project was successfully completed on February 16, 2024 with a total amount of \$164,986.51.

Please see Exhibit A, attached herewith for details.

FISCAL IMPACT:

Original Project Sum: \$165,000.00
Final Contract Amount: \$164,986.51
Balance.: \$13.49
From Local Transportation Authority funds.

ADMIN
SERVICES
SIGN
INITIALS

VMS

STAFF RECOMMENDATION:

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

DEPT.
INITIALS

DM

MANAGER'S RECOMMENDATION:	CITY MANAGER's INITIALS	<u>DMH</u> 12/04/24
MOTION:		
SECONDED:	APPROVED ()	REJECTED ()
AYES:	DISAPPROVED ()	DEFERRED ()
NAYES:		
ABSENT:	REFERRED TO:	

Exhibit A

2ND STREET



Start of fence

4ft tall fence

OLD SR-86

NEW FENCE

Note: The new fence was installed 6 inches east of the IV Fairgrounds Property Line.



New Fence



IV Fairgrounds Property Line

MATCHLINE SHEET 2



CITY OF IMPERIAL
420 South Imperial Avenue
Imperial, CA 92251
Ph: (760) 355-3840 • Fax: (760)355-4718

COMMUNITY DEVELOPMENT DEPARTMENT
HIGHWAY 86 FENCE REPLACEMENT PROJECT
AS-BUILT PLAN

DATE: 2024-03-25

SHEET
1
OF 7 SHEETS

MATCHLINE SHEET 1



4ft tall
fence

OLD SR-86

NEW FENCE

Note: The new fence was installed 6 inches east of the IV Fairgrounds Property Line.

 New Fence
 IV Fairgrounds Property Line

MATCHLINE SHEET 3



CITY OF IMPERIAL

420 South Imperial Avenue
Imperial, CA 92251
Ph: (760) 355-3840 • Fax: (760) 355-4718

COMMUNITY DEVELOPMENT DEPARTMENT

HIGHWAY 86 FENCE REPLACEMENT PROJECT
AS-BUILT PLAN

DATE: 2024-03-25

SHEET

2

7

OF SHEETS

MATCHLINE SHEET 2

Fence Height Change from
4ft to 8ft

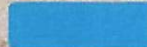
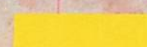


OLD SR-86

NEW FENCE

8ft tall
fence

Note: The new fence was
installed 6 inches east of the
IV Fairgrounds Property Line.

 New Fence
 IV Fairgrounds
Property Line

MATCHLINE SHEET 4



CITY OF IMPERIAL
420 South Imperial Avenue
Imperial, CA 92251
Ph: (760) 355-3840 • Fax: (760) 355-4718

COMMUNITY DEVELOPMENT DEPARTMENT
HIGHWAY 86 FENCE REPLACEMENT PROJECT
AS-BUILT PLAN

DATE: 2024-03-25

SHEET
3
OF
7 SHEETS

MATCHLINE SHEET 3



MATCHLINE SHEET 5



CITY OF IMPERIAL
420 South Imperial Avenue
Imperial, CA 92251
Ph (760) 355-3840 • Fax (760) 355-4718

COMMUNITY DEVELOPMENT DEPARTMENT	SHEET
HIGHWAY 86 FENCE REPLACEMENT PROJECT	4
AS-BUILT PLAN	7
DATE: 10/24/23	OF SHEETS

MATCHLINE SHEET 4



8ft tall
fence

OLD SR-86

NEW FENCE

Note: The new fence was installed 6 inches east of the IV Fairgrounds Property Line.

- New Fence
- IV Fairgrounds Property Line

MATCHLINE SHEET 6



CITY OF IMPERIAL
420 South Imperial Avenue
Imperial, CA 92251
Ph. (760) 355-3840 • Fax. (760) 355-4718

COMMUNITY DEVELOPMENT DEPARTMENT
HIGHWAY 86 FENCE REPLACEMENT PROJECT
AS-BUILT PLAN

DATE: 2024-03-29

SHEET
5
OF **7** SHEETS



CITY OF IMPERIAL
 420 South Imperial Avenue
 Imperial, CA 92251
 Ph: (760) 355-3840 • Fax: (760) 355-4718

COMMUNITY DEVELOPMENT DEPARTMENT
HIGHWAY 86 FENCE REPLACEMENT PROJECT
 AS-BUILT PLAN

SHEET
6
 OF
7 SHEETS

DATE: 10-2-2023

MATCHLINE SHEET 6



8ft tall
fence

NEW FENCE

Note: The new fence was installed 6 inches east of the IV Fairgrounds Property Line.

New Fence

IV Fairgrounds
Property Line

End of
fence

MARSHALL AVE



CITY OF IMPERIAL

420 South Imperial Avenue
Imperial, CA 92251
Ph: (760) 355-3840 • Fax: (760) 355-4718

COMMUNITY DEVELOPMENT DEPARTMENT
HIGHWAY 86 FENCE REPLACEMENT PROJECT
AS-BUILT PLAN

DATE 2024-03-25

SHEET

7

OF 7 SHEETS

Signature: 
Dennis H. Morita (Apr 12, 2024 16:04 CDT)

Email: dmorita@cityofimperial.org

Staff Report HWY 86 Fence Replacement RFP

Final Audit Report

2024-04-12

Created:	2024-04-11
By:	Olivia Mejorado (omejorado@cityofimperial.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvErjzOlgz_Ki9gg0J2wyN9jho6fugU6K

"Staff Report HWY 86 Fence Replacement RFP" History

-  Document created by Olivia Mejorado (omejorado@cityofimperial.org)
2024-04-11 - 0:28:59 AM GMT
-  Document emailed to Dennis H. Morita (dmorita@cityofimperial.org) for signature
2024-04-11 - 0:29:04 AM GMT
-  Email viewed by Dennis H. Morita (dmorita@cityofimperial.org)
2024-04-12 - 8:57:15 PM GMT
-  Document e-signed by Dennis H. Morita (dmorita@cityofimperial.org)
Signature Date: 2024-04-12 - 9:04:30 PM GMT - Time Source: server
-  Agreement completed.
2024-04-12 - 9:04:30 PM GMT



Adobe Acrobat Sign

DATE SUBMITTED 04/10/2024
 SUBMITTED BY Police Department
 DATE ACTION REQUIRED 04/17/2024

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: APPROVAL OF COMMERCIAL AGREEMENT
 BETWEEN QUICK QUACK CAR WASH AND THE CITY OF IMPERIAL POLICE
 DEPARTMENT

DEPARTMENT INVOLVED:
 Police

BACKGROUND/SUMMARY:

This agreement is between Quick Quack Car Wash and the City of Imperial Police Department for car washing services. This agreement covers the entire fleet, and the department is able to add or remove vehicles to best suite our needs at any time. The cost for services will be \$322.00/ month for unlimited washes. Having car wash services in the City of Imperial is very beneficial to our officers, as they would not need to leave city limits and can respond to calls for service at a much faster rate. With the hours of operation extending until 9:00 PM, this allows night shift officers to ensure they have a clean unit for their shift.

FISCAL IMPACT:
 \$3,864/ year from 01-211-5241 (Vehicle Maintenance Budget)

FINANCE
 INITIALS DP

STAFF RECOMMENDATION:
 Staff recommends approval of the agreement.

DEPT. INITIALS MS#41

MANAGER'S RECOMMENDATION:

CITY
 MANAGER's
 INITIALS DHM: [signature]

MOTION:

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

Commercial | Agreement



Quick Quack Car Wash is pleased to introduce you to our Commercial Program, FleeQ. Based on your choice of program selected, you are agreeing to purchase the following product:

Fleet Sales Program: You will receive a fleet account with a membership for each vehicle in your fleet or each person in your organization, etc. Memberships may be used at any Quick Quack Car Wash location. At the end of the month, Quick Quack will invoice you for the number of washes used on each membership or, if you choose unlimited washes, the unlimited wash price.

Customer Information:

Contact Name:	_____	Billing Contact Email:	_____
Contact Number:	_____	Business Name:	_____
Email Address:	_____	Address Line 1:	_____
Billing Contact Name:	_____	Address Line 2:	_____
Billing Contact Number:	_____	Address Line 3:	_____

Order Confirmation:

Price Effective Date:	<u>4/3/2024</u>
Contract Renewal Date:	<u>12/31/2024</u>
Billing Type:	<u>Monthly</u>
Wash Type:	<u>Good</u>
Unit Cost:	<u>\$18.99</u>

General Use Restrictions:

- The terms of this Agreement are supplemented by the Terms and Conditions for Commercial Contracts attached hereto as **Exhibit A** and incorporated by reference (the "Terms"). Capitalized terms used but not defined herein have the meanings set forth in the Terms.
- No Program can be combined with any other Programs or discounts.
- Quick Quack Car Wash reserves the right to modify or cancel a Program or any membership at any time, subject to the Terms.
- The pricing below will last from the Start Date to the End Date. Quick Quack has the right to change pricing after the End Date and the end of each Renewal Term.
- This Agreement renews automatically in accordance with the Terms.
- No refunds or credits will be given for partial usage.

INVOICING

You will receive an electronic invoice itemizing the quantity of vehicles you had enrolled during the month or washes consumed depending on billing type.

☐ For an additional **\$5 fee per month**, would you like a detailed report of usage included with each invoice?

Signatures:

The parties have caused this Agreement to be executed by their duly authorized representatives effective as of the date last signed below.

Customer:

Name/Title:	_____
Signature:	_____
Date:	_____

Quick Quack:

Name/Title:	_____
Signature:	_____
Date:	_____

Commercial | Agreement



EXHIBIT A - TERMS AND CONDITIONS FOR COMMERCIAL CONTRACTS

CUSTOMER AGREES TO THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER DESCRIBED IN SECTION 20.7 TO RESOLVE ANY DISPUTES WITH QUICK QUACK (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT).

1. Applicability.

1.1 Only Terms. These terms and conditions for commercial contracts (these “**Terms**”) are the only terms that govern the provision of services by Quick Quack Car Wash Holdings, LLC, a Delaware limited liability company, and its subsidiaries and affiliates (collectively, “**Quick Quack**”) to the customer named on the applicable Order Confirmation (“**Customer**”) to which these Terms are incorporated or attached.

1.2 Entire Agreement; Order of Precedence. The order confirmation to which these Terms are incorporated or attached (the “**Order Confirmation**”) to these Terms, and any terms, conditions, or other policies of Quick Quack incorporated herein by reference (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms, the Order Confirmation, and any terms, conditions, or other policies of Quick Quack incorporated herein by reference, these Terms *first*, the Order Confirmation *second*, and any terms, conditions, or other policies of Quick Quack incorporated herein by reference *third*, shall govern, unless the Order Confirmation expressly states that the terms and conditions of the Order Confirmation shall control.

1.3 No Standard Terms. These Terms prevail over any of Customer’s terms and conditions regardless whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these Terms.

2. Definitions. Initially-capitalized terms used in this Agreement have the meanings set forth on the Order Confirmation, the applicable Quick Quack terms, condition or other policies of Quick Quack incorporated herein by reference, or in these Terms.

“**Business Day**” means a day other than a Saturday, a Sunday or any other day on which commercial banks in Roseville, California are authorized or required by Law or Governmental Order to be closed. Any reference to days that is not qualified by “**Business Days**” means calendar days.

“**Commercial Use**” means either (a) use of the Services for vehicles that are being used or maintained (i) for the transportation of persons or property for hire, compensation or profit, (ii) by a business, governmental entity or other organization, or (iii) for any other commercial purpose, or (b) purchase of the Services by a business, governmental entity or other organization for use by its employees, officers, directors, shareholders, members, managers, partners, or other agents of such entity.

“**Governmental Authority**” means any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“**Governmental Order**” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“**Laws**” means all laws, statutes, rules, regulations, ordinances, common law and other pronouncements (including, without limitation, guidance documents) having the effect of law of the United States or of any other Governmental Authority.

Commercial | Agreement



"Non-Compatible Vehicles" means vehicles that are not compatible with the equipment at the Quick Quack location for any reason, including, without limitation, vehicles that (i) are incompatible by size, design or modification, or (ii) have accessories, trailers or other items attached to the vehicle that make the vehicle incompatible.

"Services" means the provision of car washes with the frequency, in the amounts, to the individuals, to the vehicles, with the wash level, at the locations, and with any other terms and conditions described on the applicable Order Confirmation, in each case, for Commercial Use.

3. Services.

3.1 Services. Quick Quack shall provide the Services to Customer in accordance with these Terms. Quick Quack may, in its sole discretion, provide additional products and service ("**Additional Services**"), such as vacuums, hand towel drying services, towels, dashboard wipes, or other products and services Quick Quack makes available at a Quick Quack location from time to time; *provided, however*, Quick Quack does not guarantee that (a) any Additional Services will be available, or continue to be available, as part of the Services, (b) that the same Additional Services will be available at each Quick Quack location, or (c) that any Additional Services will be provided without additional charge. Neither the Services nor the Additional Services may be used for Non-Compatible Vehicles.

3.2 Accounts. Quick Quack may also provide a Quick Quack account to Customer to allow it to manage Services that they receive (an "**Account**"), which can be accessed by phone at 916-304-8234, or as available through online services that Quick Quack may make available from time to time. Notwithstanding Section 20.12, Customer may make changes to its Account by contacting its Account Representative by one of the methods shown on the Order Confirmation.

4. Customer's Obligations.

4.1 Use of Services. Customer shall: (a) cooperate with Quick Quack in all matters relating to the Services; (b) respond promptly to any Quick Quack request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Quick Quack to perform Services in accordance with the requirements of this Agreement; (c) provide such Customer information as Quick Quack may request to carry out the Services in a timely manner and ensure that such Customer information is complete and accurate in all material respects; and (d) obtain and maintain all necessary licenses and consents and comply with all applicable Laws in relation to the Services before the date on which the Services are to start. Customer acknowledges and agrees that it is solely responsible for compliance with, familiarity with, and understanding of any Laws applicable to its use.

4.2 Access Credentials. Customer is responsible for keeping its Access Credentials (as defined below) associated with the Services confidential. Customer will not sell or transfer the Access Credentials to any other person or entity. Customer will promptly notify Quick Quack upon learning about any unauthorized access to Customer's Access Credentials. As used herein, "**Access Credentials**" means any username, email address, identification number, password, license plate or license plate number, access key or token, PIN, voucher, fleet card, or other method, technology or device used, alone or in combination, to verify a customer and/or access the Services.

5. Customer's Acts or Omissions. If Quick Quack's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, consultants, or employees, Quick Quack shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

Commercial | Agreement



6. Change Orders.

6.1 If Customer wishes to change the scope of the Services, it shall submit details of the requested change to Quick Quack in writing. Quick Quack shall, within a reasonable time after such request, provide a written estimate to Customer of any necessary variations to the fees and other charges for the Services arising from the change.

6.2 Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with Section 19.

6.3 Notwithstanding Section 6.1 and Section 6.2, Quick Quack may, from time to time change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or the fees set forth in the Order Confirmation.

7. Representations and Warranties. Customer represents and warrants to Quick Quack that: (a) Its use of the Services shall comply with all applicable federal, state and local Laws; (b) It is not currently restricted from using the Services, or not otherwise prohibited from having an Account for the Services; (c) It is not a competitor of the Services and is not using the Services for reasons that are in competition with the Services or any other product or service offered by Quick Quack; (d) it has full power and authority to enter into and perform this Agreement, and doing so will not violate any other agreement to which it is a party; (e) it will not violate any rights of Quick Quack, including intellectual property rights such as copyright or trademark rights; and (f) It agrees to provide at its cost anything necessary to use the Services.

8. Fees and Payment.

8.1 Fees and Expenses. In consideration of the provision of the Services by Quick Quack and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Order Confirmation.

8.2 Payment Terms. Customer shall pay all invoiced amounts due to Quick Quack on receipt but in no event later than thirty (30) days of the date of Quick Quack's invoice. Customer shall make all payments hereunder in US dollars by one of the following methods: (a) paper check; or (b) credit card payment. Customer may make payments by electronic funds transfer ("EFT") with electronically mailed remittance in the event Quick Quack gives notice in writing that such payment method is acceptable. Customer hereby allows Quick Quack to store (or cause a third party to store on behalf of Quick Quack) Customer's payment information for payment of invoices in accordance with this Agreement.

8.3 Interest on Late Payments. In the event payments are not received by Quick Quack within the required period, Quick Quack may: (a) charge interest on any such unpaid amounts at a rate of one and one-half percent (1.5%) per month or, if lower, the maximum amount permitted under applicable Law, from the date such payment was due until the date paid; and (b) suspend performance for all Services until payment has been made in full.

8.4 Refunds. All payments made to Quick Quack or amounts accruing to Quick Quack in connection with the Services are non-refundable, and Quick Quack does not offer, and is not required to provide, any refunds, pro-rations or credits. There is no circumstance in which Customer will be entitled to, or Quick Quack is required to provide, a refund, pro-ration or credit, including, without limitation, refunds, pro-rations or credits arising from changes to Customer's Account mid-billing cycle. Quick Quack may provide a refund, pro-ration or credit in its sole discretion in a manner Quick Quack deems reasonable.

Commercial | Agreement



9. Term and Termination.

9.1 Term. The period from the Start Date to the End Date is referred to herein as the “**Initial Term.**” This Agreement will renew automatically on the terms and conditions set forth herein (as may be amended or modified from time to time in accordance herewith) for a period equal to the Initial Term following the End Date (rounded up to the next whole month) (each, a “**Renewal Term**” and together with the Initial Term, the “**Term**”).

9.2 Termination. Customer may terminate this Agreement by providing to Quick Quack written notice of its intent not to renew the Term at least fourteen (14) days in advance of the expiration of the then-current Initial Term or Renewal Term, as the case may be. In addition to any remedies that may be provided under this Agreement, Quick Quack may terminate this Agreement with immediate effect upon written notice to Customer at any time for any reason or no reason.

9.3 Effect of Termination. Upon termination of this Agreement, all fees for Services incurred up to and including the date of termination shall immediately become due and payable. If Customer has paid for any Services in advance, Customer shall be entitled to reimbursement for the pro rata portion of Services rendered unless Quick Quack terminates this Agreement due to a breach by Customer of this Agreement. In such case, Customer will not be entitled to any reimbursement.

10. Taxes. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local Governmental Authority on any amounts payable by Customer hereunder.

11. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, “**Intellectual Property Rights**”) of Quick Quack are owned solely by Quick Quack. Quick Quack grants no license to Customer to use any Intellectual Property Rights.

12. Confidential Information. All non-public, confidential or proprietary information of Quick Quack, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, “**Confidential Information**”), disclosed by Quick Quack to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Customer without the prior written consent of Quick Quack. Confidential Information does not include information that is (a) in the public domain, (b) known to Customer at the time of disclosure, or (c) rightfully obtained by Customer on a non-confidential basis from a third party. Customer agrees to use the Confidential Information only to make use of the Services. Quick Quack shall be entitled to injunctive relief for any violation of this Section.

13. Resolution of Complaints. Quick Quack may, in its sole discretion, respond to any complaint made by Customer with respect to the Services by either re-performing such Services or crediting the price of such Services at the pro rata contract rate.

14. Disclaimer of Warranties.

14.1 THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH NO WARRANTIES WHATSOEVER. QUICK QUACK EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS.

Commercial | Agreement



Without limiting the generality of the foregoing or any other provision hereof, Quick Quack does not warrant that the Services will be available or that any particular Quick Quack location will be operational at all times.

14.2 CUSTOMER UNDERSTANDS AND AGREES THAT CUSTOMER'S USE OF THE SERVICES IS AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY LIABILITY, CLAIM, DAMAGES, LOSS, COST OR EXPENSE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, THAT RESULTS FROM OR ARISES FROM CUSTOMER'S USE OF THE SERVICES.

15. Limitation of Liability.

15.1 IN NO EVENT SHALL QUICK QUACK BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT QUICK QUACK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

15.2 IN NO EVENT SHALL QUICK QUACK'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO QUICK QUACK IN THE TWELVE (12) MONTHS PRECEDING CAUSE OF THE LIABILITY PURSUANT TO THE APPLICABLE ORDER CONFIRMATION.

15.3 The limitations of liability set forth in Section 15.2 may not be permitted in some jurisdictions. To the limited extent such limitations of liability are not permitted in an applicable jurisdiction, then the limitation of liability set forth in Section 15.2 shall not apply to (i) liability resulting from Quick Quack's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Quick Quack's negligent acts or omissions.

16. Indemnification. Customer agrees to indemnify and hold harmless Quick Quack, its affiliates, and its subsidiaries, and their respective officers, directors, managers, shareholders, members, employees, and agents, from any and all claims, losses, damages, liabilities and any other costs and expenses (including attorneys' fees), arising from or related to a claim (i) due to Customer's failure to comply with this Agreement, or (ii) due to Customer's negligence or willful misconduct or use of the Services in a manner not authorized by this Agreement.

17. Investigation. Quick Quack reserves the right to investigate violations of this Agreement or any other policies of Quick Quack or the Services, or any other violations of Law and to pursue any remedy available to Quick Quack whether at law, in equity or otherwise. Customer hereby acknowledges and agrees that Quick Quack may notify, involve and cooperate with law enforcement authorities in investigating and prosecuting customers who violate this Agreement or any other policies of Quick Quack or the Services, and any other violations of Law. Customer further acknowledges and agrees that Quick Quack may, in its sole discretion, suspend or cancel the membership of, and terminate this Agreement with, Customer if Customer breaches this Agreement. A breach includes, without limitation, Customer's failure to make any and all payments when due. Notwithstanding anything to the contrary, Quick Quack may refuse, in its sole discretion, to permit any use of the Services, and may refuse to permit any person to use the Services for any reason at any time.

18. Audit. Quick Quack has the right at any time to audit Vendor's use of, and books and records relating to, the Services or this Agreement. Vendor shall provide Quick Quack with all information reasonably requested by Quick Quack in connection with the audit. Quick Quack shall be afforded access to all of Customer's records, and shall be allowed to interview any of Customer's employees pursuant to the provisions of this Section. If as a result of an audit, Quick Quack finds that it has incorrectly charged for any costs, fees or Services, vendor will promptly remit the amount of the discrepancy to Quick Quack.

19. Modification.

Commercial | Agreement



19.1 Notwithstanding anything in Section 20.12, Customer acknowledges and agrees that Quick Quack has the right, in its sole discretion, to modify the Services from time to time, and that modified terms for the Services become effective on notice to Customer. Customer will be notified of modifications by email to an email address associated with Customer's Account, even if Quick Quack has other contact information, to alert Customer to any modifications. Customer is responsible for reviewing and becoming familiar with any such modifications. Quick Quack will endeavor to provide at least seven (7) days' advance notice of changes to any service level that Quick Quack reasonably anticipates may result in a material reduction in quality or Services. Customer's continued use of the Services after the effective date of the modifications will be deemed acceptance of the modified terms.

19.2 Notwithstanding the foregoing or anything to the contrary, (a) Quick Quack reserves the right from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof); and (b) Quick Quack shall not be liable to Customer, or to any third party, for any damages, costs, expenses or other liabilities related to any modification, suspension or discontinuance of the Services.

19.3 Without limiting the foregoing, any amendments or modifications to fees to be paid under this Agreement shall not be effective during a then-current Initial Term or Renewal Term unless set forth in a Change Order or a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party; *provided, however*, that Quick Quack may amend or modify the fees to be paid under this Agreement for the next Renewal Term by giving notice to Customer of such amendment or modification in accordance with Section 19.1 or Section 20.12, and such amendment or modification shall become effective automatically on the start of the next Renewal Term. Customer's continued use of the Services after the effective date of the modifications will be deemed acceptance of the modified fees.

20. General Terms.

20.1 Privacy Policy. By accessing, using, and providing information to or through the Services, Customer acknowledges that it has reviewed and accepted Quick Quack's Privacy Policy (available at: <https://www.dontdrivedirty.com/privacy-policy/>), and Customer consents to all actions taken by Quick Quack with respect to Customer's information in compliance with the then-current version of Quick Quack's Privacy Policy.

20.2 Waiver. No waiver by Quick Quack of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Quick Quack. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

20.3 Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Customer to make payments to Quick Quack hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) Government Order, Law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within thirty (30) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) consecutive days following written notice given by it under this Section 20.3, the other party may thereafter terminate this Agreement upon thirty (30) days' written notice.

Commercial | Agreement



20.4 Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Quick Quack. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

20.5 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

20.6 No Third-Party Beneficiaries. Except for Quick Quack's affiliates and subsidiaries which are third-party beneficiaries of this Agreement, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

20.7 Arbitration. IN THE EVENT OF ANY DISPUTE (OTHER THAN ONE FILED IN A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS, OR AS SET FORTH IN SECTION 20.11) BETWEEN CUSTOMER AND QUICK QUACK ("QUICK QUACK" AS USED IN THIS PROVISION MEANS QUICK QUACK, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS), CUSTOMER AND QUICK QUACK CONSENT TO ARBITRATE THAT DISPUTE BEFORE A SINGLE ARBITRATOR UNDER THE THEN CURRENT RULES OF THE AMERICAN ARBITRATION ASSOCIATION RATHER THAN LITIGATE THE DISPUTE IN COURT. CUSTOMER AND QUICK QUACK ALSO AGREE THAT THE FEDERAL ARBITRATION ACT GOVERNS THE ARBITRABILITY OF ALL DISPUTES BETWEEN CUSTOMER AND QUICK QUACK. IN ADDITION, CUSTOMER AGREES NOT TO PARTICIPATE IN A CLASS ACTION, A CLASS-WIDE ARBITRATION, CLAIMS BROUGHT IN A REPRESENTATIVE CAPACITY, OR CONSOLIDATED CLAIMS INVOLVING ANOTHER CUSTOMER'S ACCOUNT, IF QUICK QUACK IS A PARTY TO THE PROCEEDING. THE ARBITRATOR SHALL INTERPRET AND DETERMINE THE VALIDITY OF THE ARBITRATION PROVISION, INCLUDING ANY ALLEGED UNCONSCIONABILITY.

20.8 Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal Laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than those of the State of California.

20.9 Submission to Jurisdiction. Any legal suit, action, or proceeding not required to be resolved in accordance with Section 20.7 shall be instituted in the federal courts of the United States of America or the courts of the State of California in each case located in the City of Roseville and County of Placer, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

20.10 Attorneys' Fees. In the event that any party institutes any legal suit, action, or proceeding, including arbitration, against the other party arising out of or relating to this Agreement, the prevailing party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

20.11 Equitable Remedies. Customer agrees that Quick Quack would be irreparably damaged if this Agreement were not specifically followed and enforced. In such an event, Customer agrees that Quick Quack shall be entitled, without bond or other security, or proof of damages, to appropriate equitable relief in the event Customer breaches this Agreement, and that the awarding of equitable relief to Quick Quack will not limit its ability to receive remedies that are otherwise available to Quick Quack under applicable Laws. Notwithstanding Section 20.7, Customer agrees that Quick Quack shall still be allowed to apply for equitable relief in any jurisdiction.

Commercial | Agreement



20.12 Notices. Except as set forth herein, all notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and, if to Quick Quack, addressed to 1380 Lead Hill Blvd #260 Roseville, CA 95661, and, if to Customer, addressed at the address set forth in the Order Confirmation, or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

20.13 Severability. If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision; and if a court or arbitrator finds the modified provision invalid, illegal, void or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected in any way.

20.14 Survival. Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Sections 10 (Taxes), 11 (Intellectual Property), 12 (Confidentiality), 14 (Disclaimer of Warranties), 15 (Limitation of Liabilities), 16 (Indemnification), and 20 (General Terms).

20.15 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

20.16 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Fleet Sales | Agreement



Business Name: _____ Contact Name: _____

Car Information:

	State of Registration	License Plate #	Make	Model	Year	Color
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						

Customer (Initials)

Quick Quack Car Wash (Initials)

Fleet Sales | Agreement

Quick Quack
CAR WASH
Don't Drive Dirty.com



Business Name: _____ Contact Name: _____

Car Information:

	State of Registration	License Plate #	Make	Model	Year	Color
31						
32						
33						
34						
35						
36						
37						
38						
39						
40						
41						
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						

Customer (Initials)

Quick Quack Car Wash (Initials)

Fleet Sales | Agreement

Quick Quack
CAR WASH
Don't Drive Dirty.com



Business Name: _____ Contact Name: _____

Car Information:

	State of Registration	License Plate #	Make	Model	Year	Color
61						
62						
63						
64						
65						
66						
67						
68						
69						
70						
71						
72						
73						
74						
75						
76						
77						
78						
79						
80						
81						
82						
83						
84						
85						
86						
87						
88						
89						
90						

Customer (Initials)

Quick Quack Car Wash (Initials)