



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

May 15, 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. PUBLIC EMPLOYEE PERFORMANCE EVALUATION – G.C § 54956.7 (b)(1)

Title of Position: City Manager

B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9

Number of Potential Cases: 1

C. 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

D. CONFERENCE WITH LEGAL COUNSEL – G.C § 54956.9(d)(2)

City of Imperial vs. PCG Mayfield, LP, Imperial County Superior Court Case No. ECU 000568

E. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of section 54956.1

Number of Potential Cases: 1

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 recognizing National Public Works Week
- A-2. Proclamation recognizing National Building Safety Month
- A-3. Proclamation recognizing National Police 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. Claims and Warrants Report

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

- C-1. Declaration of Imperial Police Department vehicle as surplus.

Staff Report: Aaron Reel, Chief of Police

Recommended Action: Approve declaration of the Police Department's Chevrolet Tahoe as surplus.

- C-2. Approval of Resolution No. 2024-21, adopting the project list for fiscal year 2024-2025 funded by SB1.

Staff Report: Othon Mora, Community Development Director

Recommended Action: Adopt Resolution No. 2024-21, A RESOLUTION OF THE CITY OF IMPERIAL, CALIFORNIA ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-2025 FUNDED BY SB1: THE ROAD TO REPAIR AND ACCOUNTABILITY ACT OF 2017.

- C-3. Authorization to solicit bids for the 7th Street Rehabilitation & Pedestrian Improvements project from South "D" Street to South "E" Street.

Staff Report: Othon Mora, Community Development Director

Recommended Action: Authorize staff to solicit bids through a competitive bidding process for construction of 7th Street Rehabilitation & Pedestrian Improvements project.

- C-4. Approval of a service agreement between the City of Imperial and the Imperial Valley Food Bank for reimbursement of the installation of a delivery truck liftgate.

Staff Report: Othon Mora, Community Development Director

Recommended Action: Approval of the service agreement between the City of Imperial and the IV Food Bank.

C-5. Approval of three (3) Resolutions for the upcoming 2024 General Municipal Election.

Staff Report: Dennis Morita, City Manager

Recommended Action: Staff recommends approval and adoption of the following:

1. Adopt Resolution No. 2024-22, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024 FOR THE ELCTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES
2. Adopt Resolution No. 2024-23, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF IMPERIAL TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE
3. Adopt Resolution No. 2024-24, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024

D. REPORTS:

D-1. Department Reports

D-2. City Manager Report

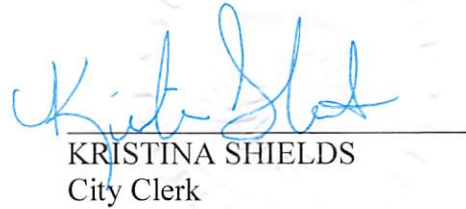
D-3. Mayor and Councilmember Reports

ADJOURNMENT: The next regular scheduled meeting of the Imperial City Council is Wednesday, June 5, 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: May 10, 2024



KRISTINA SHIELDS
City Clerk

Check Register Report

B-1

Date: 05/09/2024
Time: 10:01 am
Page: 1

CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
117339	04/24/24	Printed			8501	SDCLEEEA	24-10 78130	6,960.00
117470	04/30/24	Printed			8039	STACY MENDOZA	5/1/24 - 5/3/24	281.68
117477	05/02/24	Printed			7984	ABC SUPPLY CO.	58168943 78228	1,307.00
117478	05/02/24	Printed			735	ACADEMI AWARDS & TROPHIES	7843 77924	376.71
117479	05/02/24	Printed			1642	ACME SAFETY & SUPPLY CORP	162638-00 78309	705.79
117480	05/02/24	Printed			8498	ALEAH ARELLANO	LIFEGUARD CERTIFICATION 78225	954.00
117481	05/02/24	Printed			638	ALL AMERICAN CLEANING	COI 2402 78548	277.65
117482	05/02/24	Printed			2357	ALL VALLEY FENCE AND MATERIALS	24-1059 78314	253.21
117483	05/02/24	Printed			8416	ALLEN PRECISION EQUIPMENT,	INV/2024/01785 78262	35.50
117484	05/02/24	Printed			195	ALLIED WASTE	0467-001709601 SLUDGE 4/2024 78541	15,779.36
117488	05/02/24	Printed			5956	AMAZON CAPITAL SERVICES	114-8404245-5460264 78477	9,308.72
117489	05/02/24	Printed			1338	AMERICAN RED CROSS	22678529 78234	1,196.00
117490	05/02/24	Printed			8506	ANDREW RENTERIA	9958-0865/500 N E	1,430.55
117491	05/02/24	Printed			7762	ANGIE GASTELUM	9923-0376/685 DIAMOND	62.11
117492	05/02/24	Printed			656	AQUA METRIC	INV0101201 78195	13,427.00
117493	05/02/24	Printed			2081	VESTIS GROUP, LLC	APRIL 2024	4,637.56
117494	05/02/24	Printed			6745	ASSOCIATION FOR RURAL & SMALL	71766 78069	225.00
117495	05/02/24	Printed			1851	AT&T LONG DISTANCE	760-355-1158 4/30/24	1,570.44
117496	05/02/24	Printed			4400	BABCOCK LABORATORIES, INC.	LD40019-8203 78527	1,424.45
117497	05/02/24	Printed			6069	BAKER DISTRIBUTING COMPANY LLC	EU28151 78182	39.29
117498	05/02/24	Printed			8507	BARBARA ROMERO	99961765/122 W 9TH#208	2.57
117499	05/02/24	Printed			1185	BIG J FENCING	2227-2 78263	7,350.00
117500	05/02/24	Printed			250	BLUE SHIELD OF CALIFORNIA	241060031533 MAY 2024 78473	54,913.52
117502	05/02/24	Printed			7158	BLUETARP FINANCIAL, INC.	G99333/5 78534	2,232.55
117503	05/02/24	Printed			7808	BOOT BARN HOLDINGS	INV00361098 H. BARRAZA 78338	716.04
117504	05/02/24	Printed			8296	BRAWLEY ANALYTICAL, INC.	0285 78542	1,140.00
117505	05/02/24	Printed			674	BRENNTAG	BPI425105 78528	22,183.05
117506	05/02/24	Printed			6286	BURKE, WILLIAMS & SORENSEN, LL	319260 77935	8,768.00
117507	05/02/24	Printed			455	CALIFORNIA STATE DISBURSEMENT	5/3/24	1,032.91
117508	05/02/24	Printed			3669	CANON	32397810 77599	2,134.22
117509	05/02/24	Printed			784	CONTROL PARTS	202406935 77678	3,962.26
117510	05/02/24	Printed			6857	COUNTY MOTOR PARTS CO, INC	560554 78535	351.63
117511	05/02/24	Printed			7600	D AND H WATER SYSTEMS, INC	I2024-0508 78544	2,426.10
117512	05/02/24	Printed			1302	DAVID TURCH & ASSOCIATES	MAY 2024	5,000.00
117513	05/02/24	Printed			1056	DELL MARKETING L.P.	10743689444 77689	2,570.96
117514	05/02/24	Printed			1287	DEMCO, INC.	41220294 78432	2,681.91
117515	05/02/24	Printed			2019	DRISCOLLS	7086 78540	1,894.38
117516	05/02/24	Printed			8201	ELIZABETH LUEVANO	REIMB. MEALS PALM SPRINGS 78428	163.09
117517	05/02/24	Printed			019	FERGUSON ENTERPRISES, LLC	3536356 78221	206.92
117518	05/02/24	Printed			314	FRANCHISE TAX BOARD	5/3/24	1,543.66
117519	05/02/24	Printed			1556	GERARDO MARTINEZ	9619-0208/2436 EARHART	34.63
117520	05/02/24	Printed			8504	GREEN LIGHT BOOKING LLC	11530 DEPOSIT 78238	3,750.00
117521	05/02/24	Printed			8504	GREEN LIGHT BOOKING LLC	11530-1 BALANCE 78239	3,750.00
117522	05/02/24	Printed			7720	GREEN RUBBER-KENNEDY AG	I-104344 78523	438.66
117523	05/02/24	Printed			117	HAAKER EQUIPMENT COMPANY	C3A2FO 78349	3,762.17
117524	05/02/24	Printed			2181	HARRIS COMPUTER SYSTEMS	INHXT0000254 77574	156.24
117525	05/02/24	Printed			1349	HDL COREN & CONE	SIN038117 78474	1,875.00

Check Register Report

Date: 05/09/2024

Time: 10:01 am

Page: 2

CITY OF IMPERIAL

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117527	05/02/24	Printed			3039	HOLTVILLE TRIBUNE	0101446 78261	2,478.00
117528	05/02/24	Printed			2096	HOME DEPOT CREDIT SERVICES	H1059-366385 78539	1,534.55
117529	05/02/24	Printed			8505	ILLINOIS LIBRARY ASSOCIATION	286029 78423	178.86
117530	05/02/24	Printed			120	IMPERIAL COUNTY FIRE DEPT.	APRIL 2024 77437	103,806.98
117531	05/02/24	Printed			028	IMPERIAL IRRIGATION DISTRICT	MAY 1, 2024	63,825.57
117532	05/02/24	Printed			1336	IMPERIAL LANDFILL- 4136	4136-000021430 Sludge 4/1-4/15 78342	2,568.45
117533	05/02/24	Printed			102	IMPERIAL POLICE OFFICERS ASSN.	5/3/24	1,167.50
117534	05/02/24	Printed			3187	IMPERIAL TRUSS & LUMBER CO.	C21821 78537	568.33
117535	05/02/24	Printed			6151	IMPERIAL VALLEY HONDA	195313HO 78264	277.17
117536	05/02/24	Printed			2099	IMPERIAL VALLEY OCCUPATIONAL M	3696 77923	890.00
117537	05/02/24	Printed			350	IMPERIAL VALLEY PAINT CENTER	398297B 78125	77.51
117538	05/02/24	Printed			1587	JADE SECURITY SYSTEMS, INC.	0210985 78082	262.98
117539	05/02/24	Printed			7685	JAMES W. MAIGA	144 77926	500.00
117540	05/02/24	Printed			8381	JENELL GUERRERO	5/19/24 - 5/21/24	172.50
117541	05/02/24	Printed			8141	JGC GOVERNMENT RELATIONS, INC.	1880 77434	3,000.00
117542	05/02/24	Printed			8502	JOHN WHITE	97141449/263 PUERTO ESCONDIDO	73.34
117543	05/02/24	Printed			868	K-C WELDING & RENTALS, INC.	195437 78525	1,959.38
117544	05/02/24	Printed			5893	KIDZ PARTY PALS	05/03/24 77930	375.00
117545	05/02/24	Printed			1647	LA BRUCHERIE IRRIGATION SUPPLY	281308C 78522	1,063.43
117546	05/02/24	Printed			1996	LEE TIRE CO.	396837 78538	1,586.44
117547	05/02/24	Printed			101	LINCOLN LIFE	5/3/24	767.00
117548	05/02/24	Printed			7731	MARIAM DIAZ	REIMB. MEALS PALM SPRINGS 78427	68.03
117549	05/02/24	Printed			2689	MAX SHEFFIELD	REIMB. STARBUCKS 4/16/24 78118	44.00
117550	05/02/24	Printed			8499	MELVIN CARTER	93141516/280 NUEVO VALLARTA	176.50
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117554	05/02/24	Printed			2295	NEW BORDER TACTICAL, INC	A206973 78128	353.33
117555	05/02/24	Printed			8313	NPL CONSTRUCTION	9928-0891/5TH & IMPERIAL	1,739.28
117556	05/02/24	Printed			2510	NTU TECHNOLOGIES, INC.	12744 78321	12,428.50
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117558	05/02/24	Printed			219	PADRE USA	16028519 78303	91.70
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117563	05/02/24	Printed			8500	PRECAST UNLIMITED INC.	44375 77525	17,295.34
117564	05/02/24	Printed			2782	PRINCIPAL LIFE INSURANCE COMP	1044724-10001 MAY 2024 78472	7,648.67
117565	05/02/24	Printed			4262	PYRAMID BUILDING & ENGINEERING	29-22-7 78345	455,145.00
117566	05/02/24	Printed			133	RAIN FOR RENT	1998516 78545	200.30
117567	05/02/24	Printed			5637	ROBERT AMPARANO	5/19/24 - 5/21/24	172.50
117568	05/02/24	Printed			3526	RSD	3331959-00 78526	287.54
117569	05/02/24	Printed			2983	RUSH STEEL SUPPLY	46717 78121	14.55
117570	05/02/24	Printed			957	SC FUELS	2618503-IN 78305	1,044.79
117571	05/02/24	Printed			3975	SEAL MASTER OF SOUTHERN	78554 78332	1,206.63

Check Register Report

Date: 05/09/2024
Time: 10:01 am
Page: 3

CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
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117573	05/02/24	Printed			1239	SHERWIN-WILLIAMS	7981-0 78235	576.81
117574	05/02/24	Printed			3262	SIMNSA HEALTH PLAN	128413 MAY 2024 78479	15,188.78
117575	05/02/24	Printed			5257	SKM ENGINEERING LLC	27519 78543	7,956.85
117576	05/02/24	Printed			7623	STERICYCLE, INC.	8006756425 MARCH 2024 77598	99.62
117577	05/02/24	Printed			7991	STORWISE-IMPERIAL	4652 78229	217.00
117578	05/02/24	Printed			6193	STRADLING YOCCA CARLSON&RAUTH,	406357 77435	33.50
117579	05/02/24	Printed			6416	SUN DATA SUPPLY	INV0273495 78090	136.41
117580	05/02/24	Printed			3570	SWANK MOTION PICTURES, INC	BO 2219735 78231	990.00
117581	05/02/24	Printed			8495	TERRANCE PORTER	99883010/498 TRESHILL#101	143.34
117582	05/02/24	Printed			7886	TNEMEC COMPANY INC	2664754 78524	1,643.50
117583	05/02/24	Printed			8477	TORY LESSLEY	98240242/2741 MEADOWBROOK	59.46
117584	05/02/24	Printed			7708	TUCKER MINI STORAGE	MAY 2024 78236	260.00
117585	05/02/24	Printed			275	UNDERGROUND SERVICE ALERT OF	23-2425435 78476	166.42
117586	05/02/24	Printed			2008	UNITED PARCEL SERVICE	Y00924154 4/18/24	29.39
117587	05/02/24	Printed			944	UNITED WAY OF IMPERIAL COUNTY	5/3/24	6.00
117588	05/02/24	Printed			8133	UNIVAR SOLUTIONS USA INC.	51930366 78347	6,965.64
117589	05/02/24	Printed			1100	USA BLUEBOOK	INV00331752 78533	2,910.16
117591	05/02/24	Printed			615	VALLEY PEST SERVICES, INC	14337329	1,322.00
117592	05/02/24	Printed			8150	VENCER PUBLIC AFFAIRS &	202 77436	2,000.00
117593	05/02/24	Printed			611	VERIZON WIRELESS	9960948059	973.07
117594	05/02/24	Printed			8303	VERONICA SOSA FREGOZO	000028 77936	3,000.00
117595	05/02/24	Printed			5674	WAGEWORKS, INC	INV6471165 APRIL 2024 77934	117.80
117596	05/02/24	Printed			1715	WAXIE SANITARY SUPPLY	82403374 78529	279.07
117597	05/02/24	Printed			1968	WESTAIR GASES & EQUIPMENT	0002454190-00 78536	204.02
117598	05/02/24	Printed			8503	WILLIAM WODICKA	9421-0111/1551 RODEO	15.31
117599	05/02/24	Printed			487	XPRESS LUBE	203689 78325	335.70
117600	05/02/24	Printed			8508	YOLANDA ALVAREZ	9988-3105/498 TRESHILL#139	183.62
					Total Checks: 121	Checks Total (excluding void checks):		1,000,519.75
					Total Payments: 121	Bank Total (excluding void checks):		1,000,519.75
					Total Payments: 121	Grand Total (excluding void checks):		1,000,519.75

SECONDED: AYES: () NAYES: () ABSENT: () MOTION:		REFERRED TO: APPROVED () DISAPPROVED () DEFERRED () REJECTED ()	
MANAGER'S RECOMMENDATION: <i>approve</i> CITY MANAGER'S INITIALS: <i>DTM</i>			
STAFF RECOMMENDATION: Approve Chevrolet Tahoe as surplus		DEPT. INITIALS: <i>MS</i>	
FISCAL IMPACT: None		ADMIN SERVICES SIGN INITIALS: <i>MS</i>	
IPBACKGROUND/SUMMARY: The Imperial Police Department is requesting the Imperial City Council's consideration to declare the Department's 2014 Chevrolet Tahoe as surplus. This vehicle has had a tendency to have mechanical issues, which due to its high mileage of 94,396, is no longer cost effective to continue repairs and maintenance.			
DEPARTMENT INVOLVED: Police Dept.			
SUBJECT: DISCUSSION/ACTION: DECLARATION OF IMPERIAL POLICE DEPARTMENT CHEVROLET TAHOE AS SURPLUS 1. DECLARATION OF IMPERIAL POLICE DEPARTMENT CHEVROLET TAHOE AS SURPLUS.			

IMPERIAL CITY COUNCIL AGENDA ITEM

DATE SUBMITTED	05/07/24	COUNCIL ACTION	(x)
SUBMITTED BY	Police Department	PUBLIC HEARING REQUIRED	()
DATE ACTION REQUIRED	05/15/24	RESOLUTION	()
		ORDINANCE 1 ST READING	()
		ORDINANCE 2 ND READING	()
		CITY CLERK'S INITIALS	()

Agenda Item No. *C-1*

DATE SUBMITTED 05/08/2024
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR OTHON MORA
 DATE ACTION REQUIRED 05/15/2024

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: APPROVAL OF RESOLUTION 2024-21 ADOPTING THE PROJECT LIST FOR FISCAL YEAR 2024-2025 FUNDED BY SB1. 1. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-2025 FUNDED BY SB1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.	
DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT	
BACKGROUND/SUMMARY: On April 28, 2017 the Governor signed Senate Bill (SB) 1 (Beall, Chapter 5, Statutes of 2017), which is known as the Road Repair and Accountability Act of 2017 to address basic road maintenance, rehabilitation and critical safety needs on both the state highway and local streets and road system, SB 1: increases per gallon fuel excise taxes; increases diesel fuel sales taxes and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years. A percentage of the Road Maintenance and Rehabilitation Account (RMRA) funding will be apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code (SHC) Section 2032(h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system. The City will receive \$550,133.00 in RMRA funds for FY 2024-2025. Prior to receiving RMRA funds from the Controller in a fiscal year, the City must submit to the Commission a list of projects proposed to be funded with these funds as shown in Resolution 2024-21. Please refer to Exhibit A (RESOLUTION NO. 2024-21) and Exhibit B (Projected FY2024-25 Revenues) attached herewith for details. Project list is as follows: Project #1 – Beautification of HWY 86 Between 2nd and 15th Street. Project #2 – City Streets Rehabilitation Project.	
FISCAL IMPACT: \$550,133.00 in SB1 RMRA funds for FY 2024-2025	ADMIN SERVICES SIGN INITIALS <u>JMS</u>
STAFF RECOMMENDATION: Staff recommends approval of Resolution 2024-21 adopting the project list for fiscal year 2024-2025 funded by SB 1: The Road Repair and Accountability Act of 2017.	DEPT. INITIALS <u>OM</u>
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS <u>OTHM</u>
MOTION: SECONDED: APPROVED () REJECTED () AYES: DISAPPROVED () DEFERRED () NAYES: ABSENT: REFERRED TO:	

EXHIBIT A

RESOLUTION NO. 2024-21

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-2025 FUNDED BY SB1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB1 includes accountability and transparency provisions that will ensure the residents of the City of Imperial are aware of the projects proposed for funding in our community and which project has been completed each fiscal year; and

WHEREAS, the City of Imperial must include a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB1, in the City's budget, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive and estimated \$550,133.00 in RMRA funding in Fiscal Year 2024-2025 from SB1; and

WHEREAS, the funding from SB1 will help the City maintain and rehabilitate major streets and roadways throughout the City this year and several similar projects into the future; and

WHEREAS, the 2016 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in a very poor condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into an excellent condition; and

WHEREAS, without revenue from SB1, the City, would have otherwise been postponing or canceling projects throughout the community; and

WHEREAS, if the Legislature and Governor failed to act, city streets and county roads would have continued to deteriorate, having many and varied negative impacts on our community; and

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

WHEREAS, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

WHEREAS, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce; and

WHEREAS, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduce vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site run-off; and

WHEREAS, the SB1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Imperial does hereby resolve as follows:

1. The foregoing recitals are true and correct; and
2. The fiscal year 2024-2025 list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues:

Project #1: Beautification of HWY 86 Between 2nd and 15th Street.

Location: Old State Route 86 between 2nd Street and 15th Street.

Description: Scope of work includes, but not limited to, Asphalt Roadway reconstruction, Thermoplastic Striping, Sidewalks, Curb & Gutters, Cross Gutter, Handicap Ramps, Bike Lanes, Landscape and Irrigation Systems.

Estimated
Useful Life: 25-30 years

Anticipated
Year of
Construction: June 2025

Project #2: City Streets Rehabilitation Project.

Location: Various Streets within City Limits bounded in the North by Ralph Road, in the South by Treshill Road, in the East by East "P" Street and the West by Austin Road.

Description: Scope of work includes, but not limited to, Asphalt Roadway reconstruction, Thermoplastic Striping, Sidewalks, Curb & Gutters, Cross Gutter, Handicap Ramps & Bike Lanes.

Estimated
Useful Life: 25-30 years

Anticipated
Year of
Construction: June 2025

BE IT FURTHER RESOLVED, that failure to meet project delivery deadlines may be deemed as sufficient cause for the Senate Bill 1 (SB1) to terminate an agency's project and reprogram State funds as deemed necessary.

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

PASSED AND ADOPTED by the City of Imperial City Council during a Regular Meeting this 15th day of May 2024.

ROBERT AMPARANO
Mayor

ATTEST:

KRISTINA SHIELDS
City Clerk

CERTIFICATION

I, Kristina Shields, City Clerk of the City of Imperial, California, hereby certify that the foregoing Resolution No. 2024-21 was duly adopted at a meeting of the City Council of said City at its meeting held on the 15th day of May 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Imperial, California, this 15th day of May, 2024.

KRISTINA SHIELDS,
City Clerk

Exhibit B

Local Streets and Roads - Projected FY2024-25 Revenues

Based on State Dept of Finance statewide revenue projections

Estimated January 2024

Estimated January 2024	Highway Users Tax Acct (HUTA) ⁽¹⁾ Streets & Highways Code					TOTAL HUTA	Road Mntnc Rehab Acct	TOTAL
	Sec2103 ⁽⁵⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
FRESNO COUNTY								
CLOVIS	1,105,763	773,069	391,862	1,056,503	10,000	3,337,196	3,186,837	6,524,033
COALINGA	160,435	112,164	60,959	153,288	4,000	490,845	462,377	953,222
FIREBAUGH	75,435	52,739	31,206	72,075	2,000	233,455	217,407	450,862
FOWLER	63,652	44,501	27,081	60,816	2,000	198,049	183,446	381,495
FRESNO	4,825,633	3,373,731	1,693,970	4,610,661	20,000	14,523,995	13,907,603	28,431,598
HURON	54,443	38,063	23,857	52,018	2,000	170,381	156,907	327,288
KERMAN	150,560	105,261	57,502	143,853	4,000	461,176	433,918	895,095
KINGSBURG	114,241	79,869	44,789	109,152	3,000	351,051	329,246	680,297
MENDOTA	111,772	78,143	43,925	106,793	3,000	343,634	322,131	665,765
ORANGE COVE	85,408	59,711	34,696	81,603	2,000	263,418	246,147	509,565
PARLIER	129,373	90,448	50,086	123,609	3,000	396,515	372,855	769,370
REEDLEY	225,383	157,571	83,693	215,343	6,000	687,990	649,560	1,337,550
SANGER	236,003	164,996	87,411	225,490	6,000	719,901	680,168	1,400,069
SAN JOAQUIN	32,847	22,964	16,298	31,384	1,000	104,493	94,666	199,159
SELMA	219,487	153,449	81,629	209,709	5,000	669,274	632,566	1,301,840
GLENN COUNTY								
ORLAND	73,278	51,230	27,462	70,013	2,000	223,983	211,188	435,171
WILLOWS	56,814	39,720	22,370	54,283	2,000	175,188	163,740	338,928
HUMBOLDT COUNTY								
ARCATA	165,949	116,020	82,484	158,556	4,000	527,009	478,270	1,005,279
BLUE LAKE	10,692	7,475	9,805	10,215	1,000	39,186	30,813	70,000
EUREKA	239,555	167,480	116,941	228,884	6,000	758,859	690,405	1,449,264
FERNDALE	12,370	8,648	10,591	11,819	1,000	44,427	35,650	80,077
FORTUNA	111,186	77,733	56,849	106,233	3,000	355,001	320,442	675,443
RIO DELL	30,077	21,027	18,879	28,737	1,000	99,720	86,681	186,401
TRINIDAD	2,726	1,906	6,076	2,605	1,000	14,313	7,857	22,170
IMPERIAL COUNTY								
BRAWLEY	244,546	170,969	106,901	233,652	6,000	762,067	704,788	1,466,855
CALEXICO	343,869	240,408	148,369	328,550	6,000	1,067,196	991,038	2,058,234
CALIPATRIA	58,706	41,043	29,310	56,090	2,000	187,149	169,191	356,340
EL CENTRO	398,019	278,266	170,977	380,288	6,000	1,233,550	1,147,101	2,380,650
HOLTVILLE	49,097	34,325	25,299	46,910	2,000	157,632	141,500	299,132
IMPERIAL	190,884	133,452	84,496	182,381	5,000	596,214	550,133	1,146,347
WESTMORLAND	17,938	12,541	12,289	17,138	1,000	60,906	51,697	112,602
INYO COUNTY								
BISHOP	34,383	24,038	19,676	32,852	1,000	111,949	99,094	211,043

DATE SUBMITTED 05/08/2024
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
 DATE ACTION REQUIRED 05/15/2024

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:
 7TH ST REHABILITATION & PEDESTRIAN IMPROVEMENTS FROM S "D" STREET TO S "E" STREET - LPP SB1 5134(029)
 1. AUTHORIZATION TO SEEK BIDS FOR THE CONSTRUCTION OF 7TH ST REHABILITATION & PEDESTRIAN IMPROVEMENTS FROM S "D" ST TO S "E" ST.
 DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:
 Through Senate Bill 1 (SB1), the Road and Repair and Accountability Act of 2017, the City of Imperial secured funds for the rehabilitation of West 7th Street between South "D" Street and South "E" Street, with a scope including the asphalt roadway reconstruction with Asphalt Rubber Hot Mix (ARHM) pavement, Sidewalks, Curb & Gutters, Cross Gutter and Handicap Ramps.
 City Staff prepared improvement plans and is requesting authorization to seek bids from experienced and qualified contractors for the construction of the above-describe project.
 See Exhibit 1 for the plan of the improvements.

FISCAL IMPACT: LPP SB1 FY 2022/2023 – \$148,000.00, LPP SB1 FY 2023/2024 – \$101,000.00 and LTA Measure D Funds.

ADMIN SERVICES SIGN INITIALS JMS

STAFF RECOMMENDATION: Authorize to seek bids through a competitive bidding process for the construction of 7th St Rehabilitation & Pedestrian Improvements from S "D" St to S "E" St.

DEPT. INITIALS OWL

MANAGER'S RECOMMENDATION:
approve staff recommendation

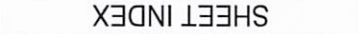
CITY MANAGER's INITIALS WJH

MOTION:

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

EXHIBIT 1

IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA.



WATER POLLUTION CONTROL PLAN

THE CONTRACTOR IS RESPONSIBLE FOR SUBMITTING A WATER POLLUTION CONTROL PLAN

THE CONTRACTOR IS RESPONSIBLE FOR SUBMITTING A WATER POLLUTION CONTROL PLAN

表 12-10 续

UNITED STATES COORDINATION	7	1
DO NOT HAVE A WORKING NAME PRIOR TO ANY EVALUATION OR PROPOSING	7	2
FOR THE NAME OF THE ACTORS, AN INDICATION MAY BE PROVIDED	7	3
CITY OF WASHINGTON	7	4
760-355-4371	7	5
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760-355-4371	7	99
760-355-4371	7	100

EXISTING UNDERGROUND UTILITIES.

ONLY THOSE EXISTING FACILITIES KNOWN TO THE TOWN/CLERK OR THE BOARD OF FACILITIES SHALL BE CONSIDERED AND LOCATED BEFORE CONSTRUCTION BEGINS. EACH CONNECTION SHALL BE DETERMINED INDIVIDUALLY OR NOT. SAME WILL INTERFERE

CL	CENTER LINE	ST. LT.	SIDE LINE
FL	FLOW LINE	TC	CLUB
FS	FINISH SURFACE	TWH	TOP OF MANHOLE
RM	RIM ELEVATION	TP	TOP OF PAVEMENT
SD	STORM LINE	W	WATER LINE
SD	STORM DRAIN LINE		

COMMUNITY	7TH ST REHABIL	FROM SOUTH	DATE: 2024-05-08
-----------	----------------	------------	------------------

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

[illegible]

Unauthorized changes to users of these plants.
All changes to the plants must be in writing and must be approved by the preparer of these plants.

1. CITY ENGINEERING PLANS AND SPECIFICATIONS SHALL TAKE PRECEDENCE OVER THE PLANS AND SPECIFICATIONS FOR ANY CONFLICTS.
2. THE MINIMUM SECTION SHALL BE IN ACCORDANCE WITH THE CITY OF MINNEAPOLIS STANDARD SPECIFICATIONS (2007 EDITION OR ANY) AND AS APPROVED BY THE DEVELOPER/STAKEHOLDERS DEPARTMENT (CIVIL/ROADS).
3. APPROVAL OF THIS IMPROVEMENT SHALL BE CONSIDERED APPROVAL OF ANY CONSTRUCTION OF THE PROJECT ROADWAY.
4. THE STREET RIGHT-OF-WAY SHALL BE CONSIDERED CONNECTED TO CONSTRUCTION OF 3RD AND 4TH AVENUE.
5. THE LOCATION AND LOCATION OF EXISTING AND PROPOSED UTILITIES SHOWN ON THIS PLAN MAY BE DIFFERENT FROM THE LOCATION OF UTILITIES SHOWN ON THE CITY ENGINEERING PLANS AND SPECIFICATIONS.

REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT ANY EXISTING FACILITY SHOWN, HEREON AND ANY OTHER WHICH IS NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

9. LOCATION AND ELEVATION OF WORKMENTS TO BE DONE SHALL BE CONTINUED

7. UTILITIES COORDINATION: NO LESS THAN 3 WORKING DAYS PRIOR TO ANY EXCAVATION OR TRENCHING.

EACH CONTRACTOR SHALL CONTACT THE REGIONAL OFFICES SO THAT EXISTING UNDERGROUND UTILITIES BEFORE EXCAVATING FOR THIS CONTRACT. VERIFY LOCATION OF UNDERGROUND UTILITIES THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR

STRUCTURES SHOWN ON THESE PLANS HAS BEEN OBTAINED FROM AVAILABLE RECORDS ONLY AND MAY NOT REFLECT ALL EXISTING UTILITIES. LOCATION OF ALL EXISTING UTILITIES SHALL BE CONFIRMED BY FIELD MEASUREMENTS BY CONSTRUCTION PRIOR TO CONSTRUCTION OF WORK. CONSTRUCTION IS REQUIRED BY

TO TAKE NECESSARY ACTIONS TO PROTECT THE INTERESTS SHOWN HEREON AND ANY OTHER EXISTING LINE, OF RECORD OR NOT, IN ACCORDANCE WITH THESE PLANS, ACCURATE VERIFICATION AS TO SIZE, LOCATION AND DEPTH OF EXISTING UNDERGROUND SERVICES SHALL BE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR SHALL NOTIFY THE SUPPLIER OF ALL NECESSARY CONCRETE REPAIRS.

RE: BOMBING OF TELEPHONE COMPANY, 1000 NORTH CALIFORNIA AVENUE, LOS ANGELES, CALIFORNIA. (P)
 BETL; TELEPHONE COMPANY, INTERNAL REGISTRATION DISTRICT AND ANY OTHER AFFECTED UTILITY AGENCIES.
 PRIOR TO STARTING HIS WORK WITH UTILITY REPRESENTATIVES FOR LOCATION OF UNDERGROUND
 UTILITIES AND APPOINTMENTS. CONTACT "UNDERGROUND STREET ALERT" 1-800-422-4133.

6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE UTILITY AGENCIES, ADVISE THEM OF THE PROPOSED IMPROVEMENTS AND BEAR THE COST OF RELOCATIONS, IF NEEDED.

9. CONSTRUCT A PUBLIC STREET LIGHT SYSTEM CONFORMING TO APPROPRIATE STANDARDS AND STREET LIGHT SPECIFICATIONS. POWER SOURCES AND RUNS SHALL BE SHOWN ON THE "AS-BUILT" INCREMENT DRAWINGS. ALL POWER SOURCES SHALL BE LOCATED WITHIN THE DESIGNATED RIGHT-OF-WAY EXISTING OR FUTURE.

10 NO PLANNING SHALL BE DONE UNTIL EXISTING POWER POLES ARE RELOCATED OUTSIDE THE AREAS TO

11. PRIVATE ROAD WORKER'S SIGN HEREON ARE FOR INFORMATION ONLY. CITY OFFICIALS OR CONTRACTOR OF THIS ROAD MUST APPROVE OR REJECT ANY KIND FOR THE DESIGN.

12 ALL SIGNS TO BE ALUMINUM WITH 3M HIGH INTENSITY TYPE REFLECTIVE FACE OR EQUIVALENT

13 CONTRACTOR WILL BE RESPONSIBLE FOR THE REPLACEMENT OF ANY STRAND, PAYMENT MAKING, OR LEADS ORIGINALLY BY THE CONSTRUCTION OF THIS PROJECT.

15. THE CONSTRUCTION OF ONE PCD STANDARDB ORWAY PER LOT, LOCATION TO BE DETERMINED IN THE FELD BY THE ENGINEER OF WORK, PCD SURNAME OF ORWAYWAY TO KENDY FROM CURB TO

PROPERTY UNIT LESS OTHERS SHOWN

ADDITIONALLY, UNDERGROUND SERVICE ALERT (USA) MUST BE CALLED TWO WORKING DAYS PRIOR TO THE START OF THE PROJECT. (7/90)

WORKS DEPARTMENT OR THEIR REPRESENTATIVE

17. NO RELATIONS OF ANY KIND SHALL BE MADE TO THESE PLANS WITHOUT THE PRIOR WRITTEN APPROVAL OF BOTH THE CITY ENGINEER (OR HIS REPRESENTATIVE) AND THE ENGINEER OF RECORD. A REPRODUCTION AS-BUILT PLAN SET WILL BE PROVIDED TO THE CITY OF MEMPHIS PUBLIC WORKS.

DEPARTMENT AS A CONDITION OF SUBSTANTIAL COMPLIANCE AND PRIOR TO ACCEPTANCE.

[illegible]

NO.	REVISIONS	APPROVED	DATE
UNAUTHORIZED CHANGES & LOGS: The engineer preparing these plans will not be responsible for or liable for unauthorized changes to or copies of these plans. All changes to the plans must be in writing, and must be approved by the preparer of these plans.			
			
CITY OF IMPERIAL 420 South Imperial Avenue Imperial, CA 92251 Ph: (760) 355-3840 • Fax: (760) 355-4718			
COMMUNITY DEVELOPMENT DEPARTMENT 7TH ST REHABILITATION & PEDESTRIAN IMPROVEMENTS FROM SOUTH 'D' STREET TO SOUTH 'E' STREET LPP SB# 15134(029)			
ROADWAY SURFACE IMPROVEMENTS & STRIPING			
DATE: 2024-02-08			
SHEET 2			OF 6 SHEETS

NO.	REVISIONS	APPROVED DATE

all changes to the plans must be in writing and must be approved by the project engineer. The engineer preparing these plans will not be responsible for or liable for unauthorized changes or omissions of these plans.

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



DATE	2024-05-08
COMMUNITY DEVELOPMENT DEPARTMENT	
7TH ST REHABILITATION & PEDESTRIAN IMPROVEMENTS	
FROM SOUTH 'D' STREET TO SOUTH 'E' STREET	
DETAILS SHEET	
LPP SB1 5134(029)	
SHEET	3
SHEETS	6

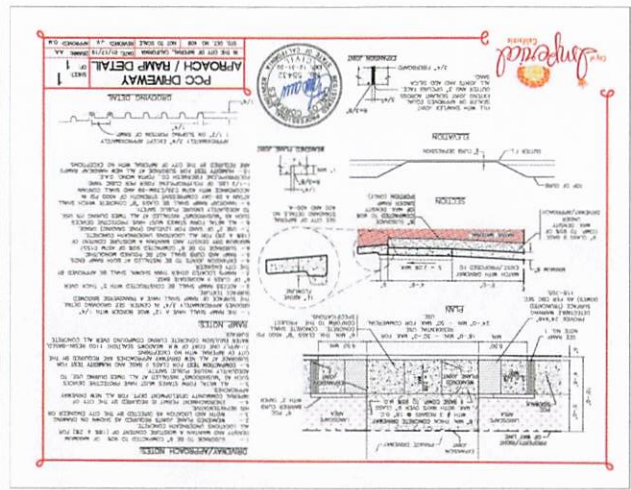
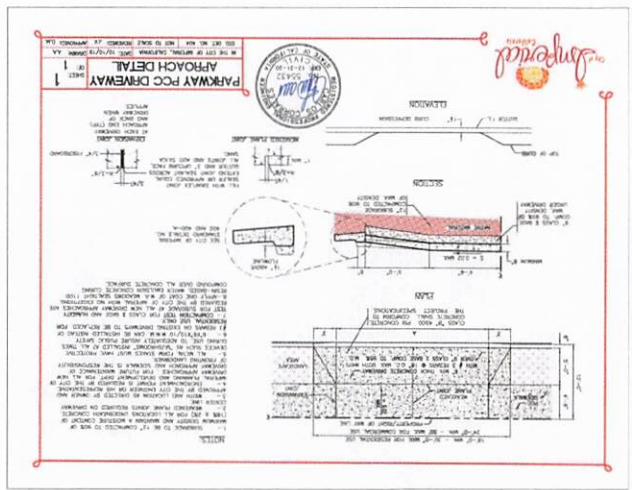
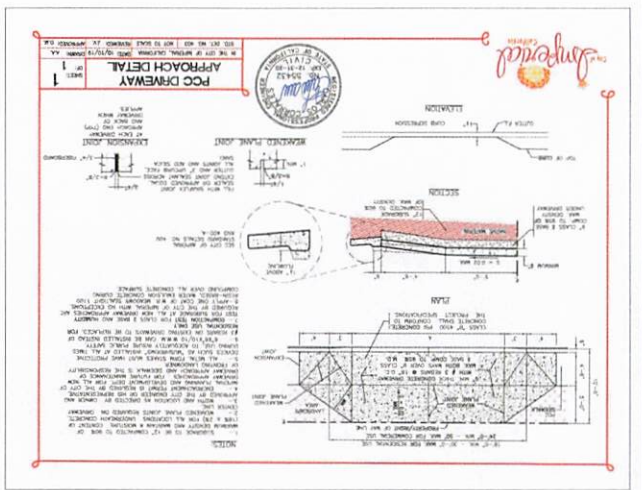
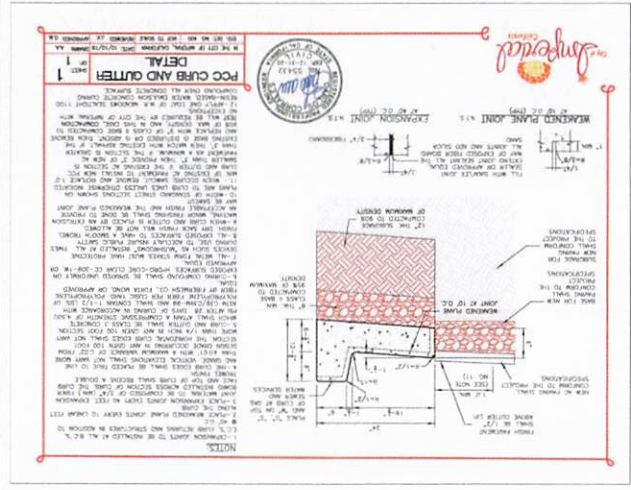
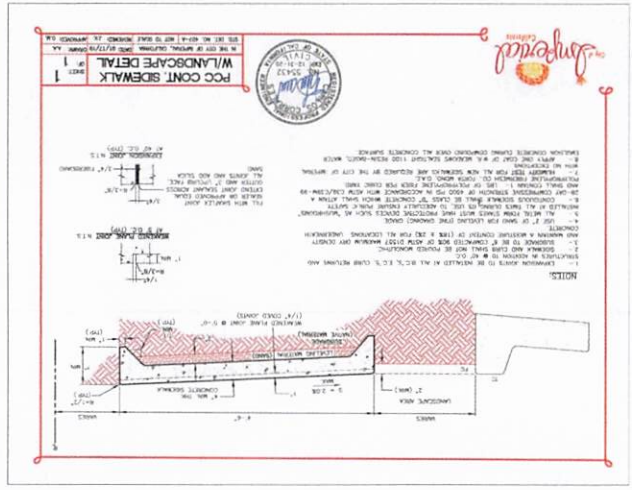
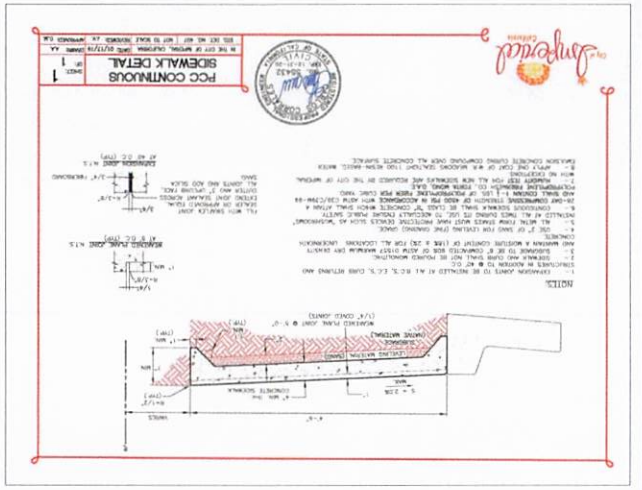
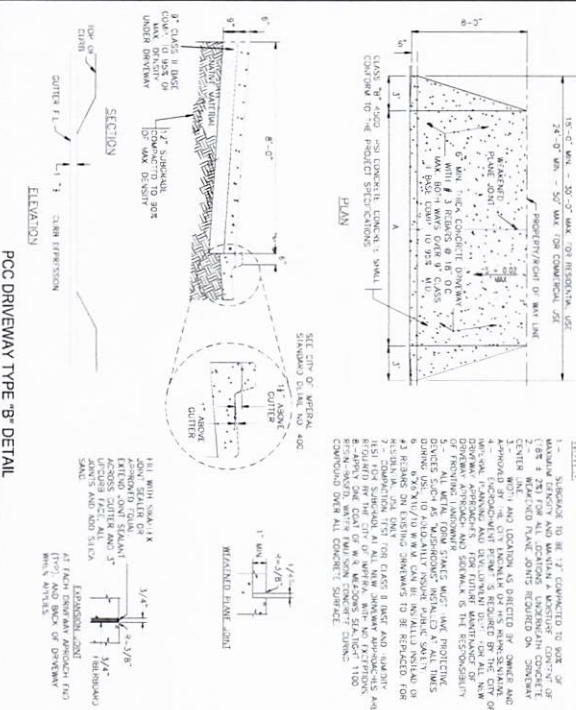
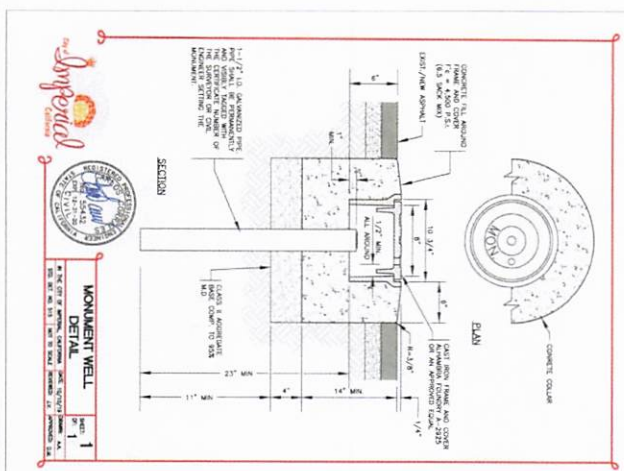
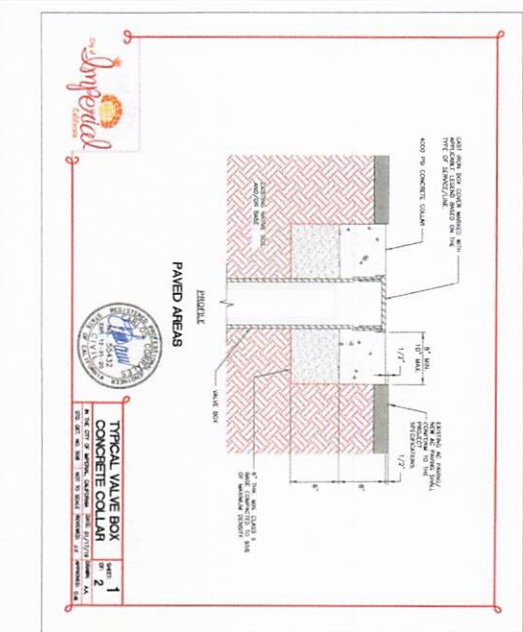
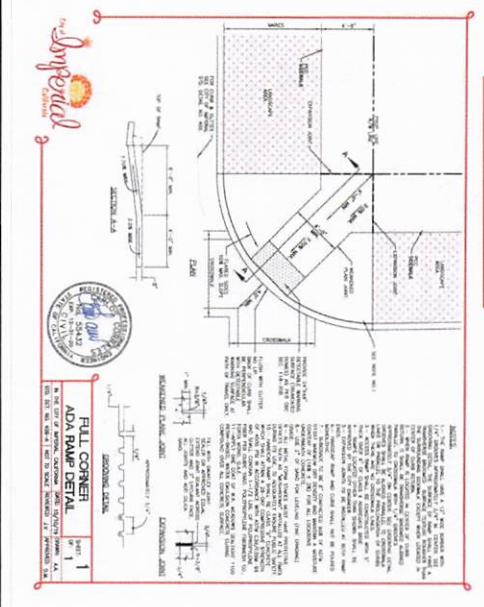
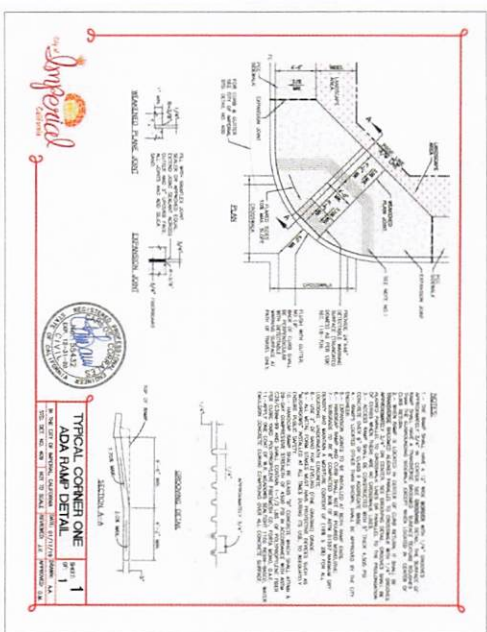
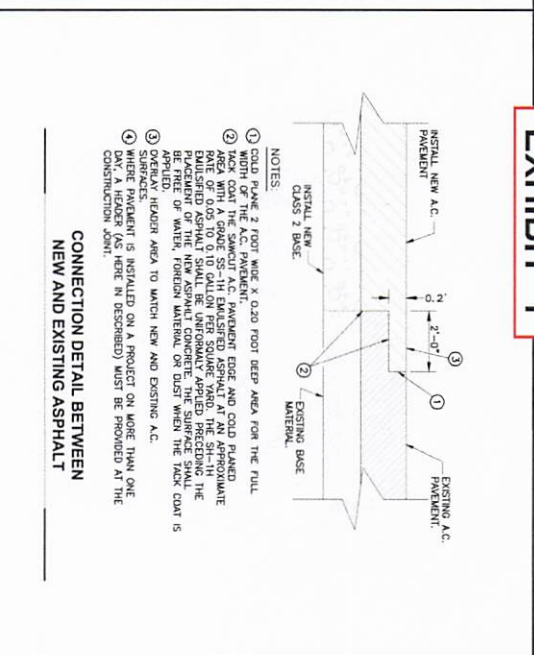
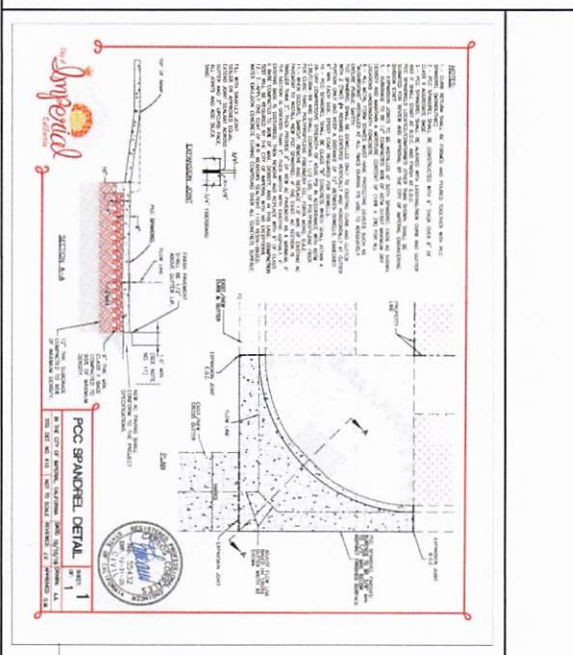


EXHIBIT 1

[illegible]

CITY OF IMPERIAL
420 South Imperial Avenue
Imperial, CA 92251
Ph. (760) 355-3840 • Fax: (760) 355-4716

COMMUNITY DEVELOPMENT DEPARTMENT 7TH ST REHABILITATION & PEDESTRIAN IMPROVEMENTS FROM SOUTH 'D' STREET TO SOUTH 'E' STREET LPP 581 5134(029) DETAILS SHEET	SHEET 4 OF 6 SHEET
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CITY OF IMPERIAL
420 South Imperial Avenue
Imperial, CA 92251
Ph. (760) 355-3840 • Fax (760) 355-4718

COMMUNITY DEVELOPMENT DEPARTMENT

7TH STREET REHABILITATION & PEDESTRIAN IMPROVEMENTS
FROM SOUTH "D" STREET TO SOUTH "E" STREET
LPP 581.514(029)

DETAILS SHEET

SHEET **5**

OF 6 SHEETS

DATE: 2014.05.08

DATE SUBMITTED

5/7/2024

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

5/15/2024

COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED ()

RESOLUTION (X)

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT:

DISCUSSION / ACTION: SERVICE AGREEMENT BETWEEN THE CITY OF
IMPERIAL AND IMPERIAL VALLEY FOOD BANK FOR THE REIMBURSEMENT
OF THE INSTALLATION OF A DELIVERY TRUCK LIFTGATE

1. Approve Service Agreement between the City of Imperial and IV Food Bank

DEPARTMENT
INVOLVED:

COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:

Senate Bill 1383 Mandated Organics Recycling statute directs jurisdictions to establish food recovery programs and strengthen their existing food recovery networks. Mandated food donors work with food recovery organizations, such as Imperial Valley Food Bank to meet the state's goals of recovering edible food that is currently disposed to be recovered for human consumption. Because Imperial Valley Food Bank is located within the City of Imperial's jurisdiction, the edible food recovered by the organization counts towards and benefits the City of Imperial by meeting the City's required food recovery goals.

Community Development staff applied for a Calrecycle SB1383 grant and received a grant award notification in the amount of \$75,000, a portion of which is to be expended on edible food recovery. In discussing IV Food Bank's needs, Executive Director, Sara Griffen mentioned their delivery truck was inoperable and in need of a new liftgate to facilitate their delivery efforts. The Service Agreement between the City of Imperial and IV Food Bank details the agreement to reimburse IV Food Bank for the installation of a new delivery truck liftgate with the Calrecycle grant funds in the amount of \$20,000.

FISCAL IMPACT: SB 1383 Grant \$20,000

ADMIN
SERVICES
SIGN INITIALS

JMS

STAFF RECOMMENDATION: Staff recommends approval of Service
Agreement between the City of Imperial and IV Food Bank.

DEPT. INITIALS

DM

CITY MANAGER'S RECOMMENDATION:
approve

CITY
MANAGER'S
INITIALS

DM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

**SUB-RECIPIENT AGREEMENT BETWEEN
THE CITY OF IMPERIAL
AND
IMPERIAL VALLEY FOOD BANK FOR
FOOD BANK SUPPORT SERVICES**

THIS AGREEMENT (herein call the "Agreement"), entered this ____ day of May, 2024 by and between the City of Imperial (herein called the "Grantee") and the Imperial Valley Food Bank Sub-recipient (herein called the "Sub-recipient").

WHEREAS, the Grantee has applied for and received funds from the CalRecycle SB1383 Edible Food Recovery ("the Department"); and

WHEREAS, the Grantee wishes to engage the Sub-recipient to assist the Grantee in utilizing such funds.

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF AWARD

Activities

The Sub-recipient will be responsible for administering the CalRecycle grant funding under the amended program to the City of Imperial's application, in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. More specifically, Sub-recipient shall purchase and begin utilizing the installation of a delivery truck lift gate for the Imperial Valley Food Bank, aiding in their delivery efforts

Program Delivery

Assistance per the Program Guidelines, attached as Exhibit A and incorporated into this Agreement by reference, as well as any subsequent revisions thereto as may be necessary to meet CalRecycle requirements.

General Administration

Sub-recipient may charge activity costs directly associated with provision of the above services after in kind services have been completed. Indirect costs, or costs for items whose benefits are shared by programs other than the CalRecycle-funded program may not be charged to this grant without prior written approval of the Grantee and state CalRecycle program staff.

A. Levels of Accomplishment - Goals and Performance Measures

In addition to the normal administrative services required as part of this Agreement, the Sub- recipient agrees to provide the following levels of program services:

- Purchase an available food products directly from a wholesale purveyor to provide necessary dietary sustenance to clients.
- Food purchase is estimated to be a one-time additional assistance to eligible Food Bank clients to fill the supply gap resulting from the COVID-19 pandemic.
- Recipients of goods provided through this grant must not pay for any services rendered in relation to receiving assistance.

B. Reporting Requirements

Sub-recipient agrees to provide quarterly financial status reports and annual performance reports per forms and instructions provided by the Grantee. In addition to the information requested per each reporting form, with each financial status report, Sub-recipient shall submit the information listed below. The report period for this data shall coincide with the period of the financial status report with which the information is being submitted.

1. List of clients served by the program.
2. Client income level through self-certification.
3. Determination of income eligible status.
4. Activities in which clients participated.
5. Other information as may be mutually agreed upon or required by CalRecycle.

C. Performance Monitoring

The Grantee will monitor the performance of the Sub-recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Sub-recipient shall start on the award date of the CalRecycle Grant and end on the December 31, 2024. The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Sub-recipient remains in control of CalRecycle funds or other CalRecycle assets.

III. BUDGET

Grant Expenditures

Sub-recipient shall expend grant funds only in support of the approved activities contained in this Agreement in accordance with Exhibit A. In no case shall the expenditures or reimbursement exceed \$20,000.

- No equipment purchases have been approved as part of this Agreement.
- No other expenditures are approved as part of this Agreement.

Indirect Costs

Indirect costs may not be charged without prior written consent of the Grantee and State CalRecycle program staff and must be consistent with the conditions of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Sub-recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Sub-recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this

Agreement shall not exceed \$20,000.00. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III of this Agreement and in accordance with performance.

Payments may be contingent upon certification of the Sub-recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

Yvonne Cordero
City of Imperial
400 S. Imperial Avenue,
Suite 101
Imperial CA, 92251
760-355-3326

Sub-recipient

Sara Griffin,
Imperial Valley Food Bank
486 West Aten Road
Imperial, CA 92251
(760) 370-0966

VI. GENERAL CONDITIONS

A. General Compliance

The Sub-recipient agrees to comply with the requirements of the Grant, this Agreement and all referenced rules and laws set forth herein. The Sub-recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

Sub-recipient acknowledges that Grantee is not the owner, operator or supervisor of any equipment purchased through this funding.

C. Hold Harmless

The Sub-recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-recipient shall also carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

Without limiting Sub-Recipient's obligation to indemnify the Grantee, Sub-Recipient must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Sub-Recipient, Sub-Recipient's agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code1 (any auto).
- (3) Workers' Compensation insurance as required by the State of

California and Employer's Liability Insurance.

Minimum Limits of Insurance

Sub-Recipient must maintain limits no less than:

General Liability: **\$5,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(Including operations, products and completed operations.)

Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.

Workers' Compensation: **\$1,000,000** As required by the State of California.

Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

If Sub-Recipient maintains higher limits than the minimums shown above, Grantee is entitled

to coverage for the higher limits maintained by Sub-Recipient.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Grantee. At the option of Grantee, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to Grantee, its officers, officials, agents, employees and volunteers; or
- (2) Sub-Recipient must provide a financial guarantee satisfactory to Grantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

- (1) The Grantee, its officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Sub-Recipient; and with respect to liability arising out of work or operations performed by or on behalf of Sub-Recipient including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Sub-Recipient's insurance policy, or as a separate owner's policy.
- (2) For any claims related to work performed under this Contract, Sub-Recipient's insurance coverage must be primary insurance with respect to the Grantee, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by Grantee, its officers, officials, agents, employees, or volunteers is excess of Sub-Recipient's insurance and shall not contribute to it.
- (3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by Sub-Recipient, except after 30 days prior written notice has been provided to Grantee.

Waiver of Subrogation

Sub-Recipient agrees to waive subrogation which any insurer of Sub-Recipient may acquire from Sub-Recipient by virtue of the payment of any loss. Sub-Recipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of Grantee for all work performed by Sub-Recipient, its employees, agents and subcontractors.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to Grantee.

Verification of Coverage

Sub-Recipient must furnish Grantee with original certificates and endorsements effecting coverage required by this Contract.

The endorsements should be on forms provided by Grantee or, if on other than

Grantee's forms, must conform to Grantee's requirements and be acceptable to Grantee.

Grantee must receive and approve all certificates and endorsements before work commences.

However, failure to do so shall not operate as a waiver of these insurance requirements.

Grantee reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

F. Grantee Recognition

The Sub-recipient shall ensure recognition of the role of the Grantee and the Department in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Sub-recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub-recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-recipient.

H. Suspension or Termination

The Grantee may suspend or terminate this Agreement if the Sub-recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and guidelines, policies or directives as may become applicable at any time;
- (2) Failure, for any reason, of the Sub-recipient to fulfill in a timely and proper manner its obligations under this Agreement;
- (3) Ineffective or improper use of funds provided under this Agreement; or
- (4) Submission by the Sub-recipient to the Grantee reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated for convenience by either the Grantee or the Sub-recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply all laws and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Cost Sharing

Sub-recipient agrees to comply with the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87.

B. Documentation and Record Keeping

1. Records to be Maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the Objectives of the CalRecycle program;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CalRecycle assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CalRecycle program;
- f) Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to CalRecycle in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Sub-recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this contract is not permitted unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Closeouts

The Sub-recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over CalRecycle funds, including program income.

6. Audits & Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Controller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub-recipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Indirect Costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

2. Payment Procedures

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub-recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub-recipient, and not to exceed actual cash requirements. Payments will be adjusted

by the Grantee in accordance with advance fund in Sub-recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Sub-recipient.

3. Progress Reports

The Sub-recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Sub-recipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Sub-recipient shall obtain written approval from the Grantee for any travel outside the County of Jurisdiction with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-recipient shall transfer to the Grantee any CalRecycle funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-recipient for activities under this Agreement shall be
(a) transferred to the Grantee for the CalRecycle program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CalRecycle funds used to acquire the equipment].

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with all applicable federal, state and local civil rights laws, including the Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Sub-recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Sub-recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Sub-recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees that it shall be committed to carry out the principles as provided in President's Executive Order 11246 of September 24, 1966.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business

enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-recipient shall furnish and cause each of its own sub-recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Sub-recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such

approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

- a) Approvals: The Sub-recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.
- b) Monitoring: The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- c) Content: The Sub-recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d) Selection Process: The Sub-recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Sub-recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a) The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the Sub-recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CalRecycle-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CalRecycle-assisted activity, or with respect to the proceeds from the CalRecycle-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Sub-recipient, or any designated public agency.

5. Lobbying

The Sub-recipient certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-recipients shall certify and disclose accordingly:

d) Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200U), such as worship, religious instruction, or proselytization.

X. **ENVIRONMENTAL CONDITIONS**

A Air and Water

The Sub-recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

XI. **SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. **SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

The Grantee's failure to act with respect to a breach by the Sub-recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Sub-recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub-recipient with respect to this Agreement.

Grantee

City of Imperial
400 S. Imperial Avenue, Suite 101
Imperial, CA 92250
760-355-3326

Sub-recipient

Sara Griffin
Imperial Valley Food
Bank Sub-recipient
486 W. Aten Road
Imperial, CA 92251
760-370-0966

EXHIBIT A

Exhibit A

Terms and Conditions

SB 1383 Local Assistance Grant Program

Fiscal Year 2022–23

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

- "CalRecycle" means the Department of Resources Recycling and Recovery.
- "Director" means the Director of CalRecycle or his or her designee.
- "Grant Agreement" and "Agreement" means all documents comprising the agreement between CalRecycle and the grantee for this grant.
- "Grant Manager" means CalRecycle staff person responsible for monitoring the grant.
- "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the SB 1383 Local Assistance Grant Program.
- "State" means the State of California, including, but not limited to, CalRecycle and/or its designated officer.

Air or Water Pollution Violation

The grantee shall not be:

- (a) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district.
- (b) Out of compliance with any final cease and desist order issued pursuant to Water Code Section 13301 for violation of waste discharge requirements or discharge prohibitions.
- (c) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

Americans with Disabilities Act

The grantee assures the state that it complies with the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Assignment, Successors, and Assigns

- (a) This Agreement may not be assigned by the grantee, either in whole or in part, without CalRecycle's prior written consent.
- (b) The provisions of this Agreement shall be binding upon and inure to the benefit of CalRecycle, the grantee, and their respective successors and assigns.

Audit/Records Access

The grantee agrees that CalRecycle, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.

[It may be helpful to share the Terms and Conditions (Exhibit A) and Procedures and Requirements (Exhibit B) with your finance department, contractors and subcontractors. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]

Authorized Representative

The grantee shall continuously maintain a representative vested with signature authority authorized to work with CalRecycle on all grant-related issues. The grantee shall, at all times, keep the Grant Manager informed as to the identity and contact information of the authorized representative.

Availability of Funds

CalRecycle's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.

Bankruptcy/Declaration of Fiscal Emergency Notification

If the grantee files for protection under Chapter 9 of the U.S. Bankruptcy Code (11 U.S.C. §901 et seq.) or declares a fiscal emergency at any time during the Grant Term, the grantee shall notify CalRecycle within 15 days of such filing or declaration, pursuant to the procedures set forth in the section entitled "Communications" herein.

Charter Cities

If the grantee is a charter city, a joint powers authority that includes one or more charter cities, or the regional lead for a regional program containing one or more charter cities, the grantee shall not receive any grant funding if such funding is prohibited by Labor Code section 1782. If it is determined that Labor Code section 1782 prohibits funding for the grant project, this Agreement will be terminated and any disbursed grant funds shall be returned to CalRecycle.

Child Support Compliance Act

For any agreement in excess of \$100,000, the grantee acknowledges that:

- (a) The grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.
- (b) The grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Communications

All communications from the grantee to CalRecycle shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by email, letter, or fax to the Grant Manager as identified in the Procedures and Requirements (Exhibit B). If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the email or fax.

Compliance

The grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The grantee shall maintain compliance with such requirements throughout the Grant Term. The grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. The grantee shall ensure that all of grantee's contractors and subcontractors have all local, state, and/or federal permits, licenses, registrations, certifications, and approvals required to perform the work for which they are hired. Any deviation from the requirements of this section shall result in non-payment of grant funds.

Conflict of Interest

The grantee needs to be aware of the following provisions regarding current or former state employees. If the grantee has any questions on the status of any person

rendering services or involved with this Agreement, CalRecycle must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code, § 10410):

- (a) No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
- (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code, § 10411):

- (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve month period prior to his or her leaving state service.

If the grantee violates any provisions of above paragraphs, such action by the grantee shall render this Agreement void. (Pub. Contract Code, § 10420).

Contractors/Subcontractors

The grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the grantee and CalRecycle. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such contract or subcontract, the grantee shall notify the Grant Manager.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any contractors or subcontractors of grantee, and no agreement with contractors or subcontractors shall relieve the grantee of its responsibilities and obligations hereunder. The grantee agrees to be as fully responsible to CalRecycle for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the grantee. The grantee's obligation to pay its contractors and subcontractors is an independent obligation from CalRecycle's obligation to make payments to the grantee. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

Copyrights

Grantee retains title to any copyrights or copyrightable material produced pursuant to this Agreement. grantee hereby grants to CalRecycle a royalty-free, nonexclusive,

transferable, world-wide license to reproduce, translate, and distribute copies of any and all copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf. Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to CalRecycle pursuant to this section.

Corporation Qualified to do Business in California

When work under this Agreement is to be performed in California by a corporation, the corporation shall be in good standing and currently qualified to do business in the State. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

Discharge of Grant Obligations

The grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by CalRecycle. If the grantee is a non-profit entity, the grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to CalRecycle.

Disclaimer of Warranty

CalRecycle makes no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, regarding the materials, equipment, services or products purchased, used, obtained and/or produced with funds awarded under this Agreement, whether such materials, equipment, services or products are purchased, used, obtained and/or produced alone or in combination with other materials, equipment, services or products. No CalRecycle employees or agents have any right or authority to make any other representation, warranty or promise with respect to any materials, equipment, services or products, purchased, used, obtained, or produced with grant funds. In no event shall CalRecycle be liable for special, incidental or consequential damages arising from the use, sale or distribution of any materials, equipment, services or products purchased or produced with grant funds awarded under this Agreement.

Discretionary Termination

The Director shall have the right to terminate this Agreement at his or her sole discretion at any time upon 30 days written notice to the grantee. Within 45 days of receipt of written notice, grantee is required to:

- (a) Submit a final written report describing all work performed by the grantee.
- (b) Submit an accounting of all grant funds expended up to and including the date of termination.
- (c) Reimburse CalRecycle for any unspent funds.

Disputes

In the event of a dispute regarding performance under this Agreement or interpretation of requirements contained therein, the grantee may, in addition to any other remedies

that may be available, provide written notice of the particulars of such dispute to the Branch Chief of Financial Resources Management Branch, Department of Resources Recycling and Recovery, PO Box 4025, Sacramento, CA 95812-4025. Such written notice must contain the grant number.

Unless otherwise instructed by the Grant Manager, the grantee shall continue with its responsibilities under this Agreement during any dispute.

Drug-Free Workplace Certification

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California, that the grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for violations.
- (b) Establish a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The grantee's policy of maintaining a drug-free workplace.
 - (3) Any available counseling, rehabilitation, and employee assistance programs.
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- (c) Require that each employee who works on the grant:
 - (1) Receive a copy of the drug-free policy statement of the grantee.
 - (2) Agrees to abide by the terms of such statement as a condition of employment on the grant.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future State agreements if CalRecycle determines that the grantee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

Effectiveness of Agreement

This Agreement is of no force or effect until signed by both parties.

Entire Agreement

This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

Environmental Justice

In the performance of this Agreement, the grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state.

Failure to Perform as Required by this Agreement

CalRecycle will benefit from the grantee's full compliance with the terms of this Agreement only by the grantee's:

- (a) Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes.
- (b) Cleanup of the environment.
- (c) Enforcement of solid waste statutes and regulations, as applicable.

Therefore, the grantee shall be in compliance with this Agreement only if the work it performs results in:

- (a) Application of information, a process, usable data or a product which can be used to aid in reduction, reuse, and/or recycling of waste.
- (b) The cleanup of the environment.
- (c) The enforcement of solid waste statutes and regulations, as applicable.

If the Grant Manager determines that the grantee has not complied with the Grant Agreement, the grantee may forfeit the right to reimbursement of any grant funds not already paid by CalRecycle, including, but not limited to, the 10 percent withhold.

In addition to forfeiture of grant funds, failure to perform as required by this Agreement may impact Grantee's eligibility for future grants offered by CalRecycle.

Force Majeure

Neither CalRecycle nor the grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by CalRecycle or the grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

Forfeit of Grant Funds/Repayment of Funds Improperly Expended

If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the 10 percent withhold, and/or to repay to CalRecycle any funds improperly expended.

Generally Accepted Accounting Principles

The grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

Grant Manager

The Grant Manager's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to CalRecycle pursuant to this Agreement. The Grant Manager may monitor grantee performance to

ensure that the grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Manager does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements (Exhibit B), unless such authority is expressly stated in the Procedures and Requirements (Exhibit B).

Grantee Accountability

The grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to CalRecycle, the grantee is responsible for repayment of the funds to CalRecycle.

Grantee's Indemnification and Defense of the State

The grantee agrees to indemnify, defend and save harmless the state and CalRecycle, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the grantee as a result of the performance of this Agreement.

Grantee's Name Change

A written amendment is required to change the grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, CalRecycle will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.

In Case of Emergency

In the event of an emergency, or where there is an imminent threat to public health and safety or the environment, the grantee may choose, at its own risk, to incur grant-eligible expenses not previously included in the approved Budget, subject to subsequent approval by the Grant Manager of both the Budget change and the need to implement the Budget change on an emergency basis. The grantee shall notify the Grant Manager of the emergency and the Budget change at the earliest possible opportunity. CalRecycle reserves the right to accept or reject the grantee's determination that the circumstances constituted an emergency or a threat to public health and safety or the environment. If the Grant Manager determines that the circumstances did not constitute an emergency or a threat to public health or safety, the Budget change will be disallowed.

Limited Waiver of Sovereign Immunity and Consent to Jurisdiction

The Grantee expressly and irrevocably waives sovereign immunity (and any defenses based thereon) in favor of CalRecycle, but not as to any other person or entity, as to any dispute which specifically arises under this Agreement and not as to any other action, matters or disputes.

The Grantee does not waive its sovereign immunity with respect to (i) actions by third parties, except for parties acting on behalf of, under authorization from the Grantee or CalRecycle, or (ii) disputes between the Grantee and CalRecycle which do not specifically arise under this Agreement. The Grantee further agrees that exhaustion of tribal administrative remedies, including before any tribal court, shall not be required prior to proceeding to filing a complaint in the appropriate court of law; and

The Grantee and CalRecycle agree that any monetary damages awarded or arising under this Agreement shall be exclusively limited to actual direct damages incurred based on obligations contained in this Agreement that have been demonstrated with substantial certainty and which do not, in any event, exceed the total amount of the award under this Agreement. The Grantee and CalRecycle agree not to assert any claim for damages, injunctive, or other relief which is not consistent with the provisions of this Agreement; and

The Grantee and CalRecycle may seek, and the Grantee may seek after it has exhausted any available remedy through the Government Claims Program and the Program so approves, judicial review for breach of contract in the State Superior Court for Sacramento County, including any appellate proceedings. The Grantee and CalRecycle expressly consent to the jurisdiction of such Court, provided that:

- (a) No person or entity other than the Grantee and CalRecycle is a party to the action, unless failure to join a third party would deprive the court of jurisdiction; provided, however, that nothing herein shall be construed to constitute a waiver of the sovereign immunity of the Grantee or CalRecycle in respect to any such third party.
- (b) The judgment so entered has the same force and effect as, and is subject to all the provisions of law relating to, a judgment in a civil action, and may be enforced like any other judgment of the court in which it is entered.

Nothing in this Agreement shall be construed to constitute a waiver of the sovereign immunity of the Grantee with respect to intervention by any additional party not deemed an indispensable party to the proceeding. Unless otherwise agreed by the Grantee and CalRecycle, any dispute resolution meetings or communications, or mediation, shall be in the context of a settlement discussion to potential litigation and remain confidential to the extent not prohibited by applicable law.

No Agency Relationship Created/Independent Capacity

The grantee and the agents and employees of grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CalRecycle.

No Waiver of Rights

CalRecycle shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by CalRecycle. No delay or omission on the part of CalRecycle in exercising any rights shall operate as a waiver of such right or any other right. A waiver by CalRecycle of a provision of this Agreement shall not prejudice or constitute a waiver of CalRecycle's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by CalRecycle, nor any course of dealing between CalRecycle and grantee, shall constitute a waiver of any of CalRecycle's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of CalRecycle is required under this Agreement, the granting of such consent by CalRecycle in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of CalRecycle.

Non-Discrimination Clause

- (a) During the performance of this Agreement, grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in Government Code Section 12900 et seq.
- (b) The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California that the grantee has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code, § 12990, subd. (a-f) and California Code of Regulations, Title 2, Section 8103). (Not applicable to public entities.)

Order of Precedence

The performance of this grant shall be conducted in accordance with the Terms and Conditions (Exhibit A), Procedures and Requirements (Exhibit B), Project Summary/Statement of Use, Work Plan, and Budget of this Agreement, or other combination of Exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's CalRecycle-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- (a) Grant Agreement Coversheet and any Amendments thereto
- (b) Terms and Conditions
- (c) Procedures and Requirements
- (d) Project Summary/Statement of Use
- (e) Budget
- (f) Work Plan
- (g) Grantee's Application
- (h) All other attachments hereto, including any that are incorporated by reference.

Ownership of Drawings, Plans and Specifications

The grantee shall, at the request of CalRecycle or as specifically directed in the Procedures and Requirements (Exhibit B), provide CalRecycle with copies of any data, drawings, design plans, specifications, photographs, negatives, audio and video productions, films, recordings, reports, findings, recommendations, and memoranda of every description or any part thereof, prepared under this Agreement. Grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all such materials produced pursuant to this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf.

Payment

- (a) The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. CalRecycle shall reimburse the grantee for only the work and tasks specified in the Work Plan or the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- (b) The grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the grantee fails to obtain such prior written approval, the Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- (c) The grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements (Exhibit B).
- (d) Ten percent will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to CalRecycle's 10 percent) retention policy.
- (e) Lodgings, Meals and Incidentals: Grantee's Per Diem eligible costs are limited to the amounts authorized in the California State Administrative Manual (contact the Grant Manager for more information).
- (f) Payment will be made only to the grantee.
- (g) Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements (Exhibit B).

Personnel Costs

If there are eligible costs pursuant to Exhibit B, Procedures and Requirements, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for his or her regular job duties, including a proportionate

share of any benefits to which the employee is entitled, unless otherwise specified in the Procedures and Requirements (Exhibit B).

Real and Personal Property Acquired with Grant Funds

- (a) All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the grantee only for the purposes for which CalRecycle approved their acquisition for so long as such property is needed for such purposes, regardless of whether the grantee continues to receive grant funds from CalRecycle for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with grant funds, is used for the purpose for which CalRecycle approved its acquisition be less than five (5) years after the end of the grant term, during which time the property, including equipment and supplies, must remain in the State of California.
- (b) Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the grantee. The grantee may be required to execute all documents required to provide CalRecycle with a security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this grant that CalRecycle shall be in first priority position with respect to the security interest on any such property acquired with the grant funds, unless pre-approved in writing by the Grant Manager that CalRecycle will accept a lower priority position with respect to the security interest on the property. Grantee shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this grant condition.
- (c) The grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of CalRecycle. Grantee's violation of this provision shall result in Grantee's reimbursement to CalRecycle of the amount of grant funds used to purchase said equipment and supplies.
- (d) CalRecycle will not reimburse the grantee for the acquisition of equipment that was previously purchased with CalRecycle grant funds, unless the acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the grantee to establish the pedigree of the equipment.

Reasonable Costs

A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Consideration will be given to:

- (a) Whether the cost is of a type generally recognized as ordinary and necessary for the performance of the grant.
- (b) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms-length bargaining, federal and state laws and regulations, and the terms and conditions of this Agreement.
- (c) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, clients, and the public at large.

- (d) Significant deviations from the established practices of the organization which may unjustifiably increase the grant costs.

Recycled-Content Paper

All documents submitted by the grantee must be printed double-sided on recycled-content paper containing 100 percent post-consumer fiber. Specific pages containing full color photographs or other ink-intensive graphics may be printed on photographic paper.

Reduction of Waste

In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

Reduction of Waste Tires

Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to equipment and tire-derived feedstock, the grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.

Reimbursement Limitations

Under no circumstances shall the grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other CalRecycle funded program.

All costs charged against the Agreement shall be net of all applicable credits. The term "applicable credits" refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. Grantee shall, where possible, deduct the amount of the credit from the amount billed as reimbursement for the cost, or shall deduct the amount of the credit from the total billed under a future invoice.

Reliable Contractor Declaration

Prior to authorizing any contractor or subcontractor to commence work under this Grant, the grantee shall submit to CalRecycle a Reliable Contractor Declaration (CalRecycle 168) from the contractor or subcontractor, signed under penalty of perjury, disclosing whether or any of the events listed in Section 17050 of Title 14, [California Code of Regulations, Natural Resources](https://www.calrecycle.ca.gov/laws/regulations/title14) (<https://www.calrecycle.ca.gov/laws/regulations/title14>), Division 7, has occurred with respect to the contractor or subcontractor within the

preceding three (3) years. If a contractor is placed on CalRecycle's Unreliable List after award of this Grant, the grantee may be required to terminate that contract.

Remedies

Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

Self-Dealing and Arm's Length Transactions

All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the grantee or any employee or agent of the grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

Severability

If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

Site Access

The grantee shall allow the state to access sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved.

Stop Work Notice

Immediately upon receipt of a written notice from the Grant Manager to stop work, the grantee shall cease all work under this Agreement.

Termination for Cause

CalRecycle may terminate this Agreement and be relieved of any payments should the grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, CalRecycle may proceed with the work in any manner deemed proper by CalRecycle. All costs to CalRecycle shall be deducted from any sum due the grantee under this Agreement. Termination pursuant to

this section may result in forfeiture by the grantee of any funds retained pursuant to CalRecycle's 10 percent retention policy.

Time is of the Essence

Time is of the essence to this Agreement.

Tolling of Statute of Limitations

The statute of limitations for bringing any action, administrative or civil, to enforce the terms of this Agreement or to recover any amounts determined to be owing to CalRecycle as the result of any audit of the grant covered by this Agreement shall be tolled during the period of any audit resolution, including any appeals by the grantee to the Director.

Union Organizing

By signing this Agreement, the grantee hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:

- (a) No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.
- (B) If the grantee makes expenditures to assist, promote, or deter union organizing, the grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that grantee shall provide those records to the Attorney General upon request.

Venue/Choice of Law

- (a) All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
- (b) The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.

Waiver of Claims and Recourse against the State

The grantee agrees to waive all claims and recourse against the state, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.

Work Products

Grantee shall provide CalRecycle with copies of all final products identified in the Work Plan. Grantee shall also provide CalRecycle with copies of all public education and advertising material produced pursuant to this Agreement.

Workers' Compensation/Labor Code

The grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

DATE SUBMITTED 5/8/2024
 SUBMITTED BY A.O.
 DATE ACTION REQUIRED 5/15/24

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 (3) RESOLUTIONS OF THE IMPERIAL CITY COUNCIL FOR THE 2024 GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024.

DEPARTMENT INVOLVED: City Manager's Office

BACKGROUND/SUMMARY:

General Municipal Elections are held in November of even-numbered years in the City of Imperial. This year the City will hold its election on November 5, 2024 for the purpose of filling two City Council-member elective seats. In preparation for the upcoming election it is necessary for the City Council to adopt the following resolutions:

The following Resolutions are attached for your review:

Resolution No. 2024-22 Calling the Election

Resolution No. 2024-23 Consolidating the Election

Resolution No. 2024-24 Regulations for Candidate Statements

FISCAL IMPACT: NOT TO EXCEED

The total cost of the City's last 2022 election was \$12,671 and was based on the total registered voters in the city. A total budget of \$13,000 has been requested for this year's election.

FINANCE
INITIALS

JMS

STAFF RECOMMENDATION:

Staff recommends approval of the attached resolutions as presented for the upcoming 2024 General Municipal Elections.

DEPT. INITIALS

AO

MANAGER'S RECOMMENDATION: approve

CITY
MANAGER'S
INITIALS

AMS

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ☐

DISAPPROVED ☐

REJECTED ☐

DEFERRED ☐

REFERRED TO:

RESOLUTION NO. 2024-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on Tuesday, November 5, 2024 for the election of Municipal Officers.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Imperial, California, on Tuesday, November 5, 2024 a General Municipal Election for the purpose of electing two (2) Members of the City Council for the full term of four years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed and directed to coordinate with the County of Imperial Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code § 10242 except as provided in § 14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the Election Official, County of Imperial, the City Council in accordance with Election Code § 15651 shall set a date and time and

place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.

SECTION 8. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 9. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial on the 15th day of May, 2024.

ROBERT AMPARANO,
Mayor

ATTEST:

KRISTINA SHIELDS,
City Clerk

CERTIFICATION

I, Kristina Shields, City Clerk of the City of Imperial, California, hereby certify that the foregoing Resolution No. 2024-22 was duly adopted at a meeting of the City Council of said City at its meeting held on the 15th day of May 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Imperial, California, this 15th day of May, 2024.

KRISTINA SHIELDS,
City Clerk

RESOLUTION NO. 2024-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF IMPERIAL TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of Imperial called a General Municipal Election to be held on November 5, 2024 for the purpose of the election of two (2) Members of the City Council; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the city precincts, polling places and election officers of the two elections be the same, and that the county election department of the County of Imperial canvass the returns of the General Municipal Election and that the election to be held in all respects as if there were only one election.

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

SECTION 1. That pursuant to the requirements of § 10403 of the Elections Code, the Board of Supervisors of the County of Imperial is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 5, 2024, for the purpose of the election of two (2) Members of the City Council.

SECTION 2. That the county election department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide or special election.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the county election department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of Imperial recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 5. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the county election department of the County of Imperial.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial on the 15th day of May, 2024.

ROBERT AMPARANO,
Mayor

ATTEST:

KRISTINA SHIELDS,
City Clerk

CERTIFICATION

I, Kristina Shields, City Clerk of the City of Imperial, California, hereby certify that the foregoing Resolution No. 2024-23 was duly adopted at a meeting of the City Council of said City at its meeting held on the 15th day of May 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Imperial, California, this 15th day of May, 2024.

KRISTINA SHIELDS,
City Clerk

RESOLUTION NO. 2024-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024

WHEREAS, § 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidates statement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. GENERAL PROVISIONS. That pursuant to § 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Imperial on November 5, 2024 may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 6:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY.

- A. Pursuant to the Federal Voting Rights Act, candidates' statements will be translated into all languages required by the County of Imperial. The County is required to translate candidate's statements into the following languages: Spanish
- B. The County will print and mail voter information guides and candidates statements to all voters in English and Spanish.

SECTION 3. PAYMENT.

- A. Translations
 - 1. The candidate shall be required to pay for the cost of translating the candidates statement into any required foreign language as specified in A or B of Section 2 above pursuant to Federal and/or State law.
 - 2. The candidate shall be required to pay for the cost of translating the candidates statement into any foreign language that is not required as specified in A or B of Section 2 above, pursuant to Federal and/or State law, but is requested as an option by the candidate.

B. Printing.

1. The candidate shall be required to pay for the cost of printing the candidates statement in English in the main voter pamphlet.
2. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required in A of Section 2 above, in the main voter pamphlet.
3. The candidate shall be required to pay for the cost of printing of the candidate's statement in a foreign language requested by the candidate per B of Section 2 above, in the main voter pamphlet.
4. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required by A of Section 2 above in the facsimile voter pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidate's statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1985 (as amended) and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

SECTION 4. MISCELLANEOUS.

- A. All translations shall be provided by professionally-certified translators.
- B. The City Clerk shall allow (bold type) (underlining) (capitalization) (indentations) (bullets) (leading hyphens) to the same extent and manner as allowed in previous City elections.
- C. The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupations designations and other matters relating to elections

SECTION 5. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the voter information guide.

SECTION 6. That the City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 7. That all previous resolutions establishing council policy on payment for candidates' statements are repealed.

SECTION 8. That this resolution shall only apply to the election to be held on November 5, 2024 and shall then be repealed.

SECTION 10. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial on the 15th day of May, 2024.

ROBERT AMPARANO,
Mayor

ATTEST:

KRISTINA SHIELDS,
City Clerk

CERTIFICATION

I, Kristina Shields, City Clerk of the City of Imperial, California, hereby certify that the foregoing Resolution No. 2024-24 was duly adopted at a meeting of the City Council of said City at its meeting held on the 15th day of May 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Imperial, California, this 15th day of May, 2024.

KRISTINA SHIELDS,
City Clerk