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

September 4, 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.

You are encouraged to observe the City Council meetings via Livestream at the City of Imperial Facebook page.

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

ROLL CALL

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.

CITY COUNCIL ADJOURNS INTO CLOSED SESSION

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS – G.C. 54956.8
Property Address: 307 N. Imperial Avenue, Imperial CA
Agency Negotiator: Dennis H. Morita, City Manager
Negotiating Parties: EAH/Ric Brown
Under Negotiation: Instructions to negotiator regarding lease price and terms

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9
Number of Potential Cases: 2

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION GC § 54959.9
Name of Case City of Imperial vs. PCG Mayfield, LP,
Imperial County Superior Court Case No. ECU000568

CONFERENCE WITH LABOR NEGOTIATORS – G.C.5957.6

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

CITY COUNCIL CONVENES TO OPEN SESSION

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. 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.

A-1. Approval of Claims and Warrants Report

A-2. Approval of City Council minutes for Regular Meeting August 7, 2024, Regular Meeting August 21, 2024 and Special Meeting August 21, 2024.

A-3. Approve a one (1) year term extension to the Professional Services Agreement with 2K Tower Services, LLC in an amount not to exceed $20,000.00.

B. PUBLIC HEARINGS (DISCUSSION/ACTION- APPROVE-DISAPPROVE)

B-1. Public hearing for the purpose of amending the codified ordinances regarding food establishments and temporary uses for mobile food facilities.

Presenter: Othon Mora, Community Development Director

Recommended Action: Introduction/ 1st reading by title only of Ordinance No. 829, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL AMENDING THE CODIFIED ORDINANCES REGARDING FOOD AND FOOD ESTABLISHMENTS AND TEMPORARY USES FOR MOBILE FOOD FACILITIES and authorize staff to prepare a summary of Ordinance No. 829 to be published.

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

C-1. Public Green Space Grant funding agreement with the Imperial Irrigation District (IID).

Presenter: Tony Lopez, Parks and Recreation Director
Recommended Action: Approve the Public Green Space funding agreement and accept the grant award of $14,720.00 from the IID.

C-2. Implementation of an enterprise-wide Geographic Information System (GIS) and a high-resolution aerial imagery subscription.

Presenter: R. Alejandro Estrada, Director of Innovation & Technology

Recommended Action:

1. Approve two (2) agreements with Environmental Systems Research Institute Inc. (ESRI) for software maintenance support in the amount of $29,300.00 per year and for implementation services in the amount of $17,500.

2. Approve an agreement with Nearmap US, Inc. in the amount not to exceed $11,000.00 per year for Data as a Service subscription to high resolution imagery.

C-3. Purchase of a 2025 Ford Police Interceptor for the Police Department.

Presenter: Aaron Reel, Chief of Police
Recommended Action: Approve the purchase of a 2025 Ford Police Interceptor with equipment installation in the amount not to exceed $90,249.45.

C-4. Adoption of the City of Imperial Drug and Alcohol-Free Workplace Policy.

Presenter: Kristen Smith, Human Resources Manager
Recommended Action: Approve and adopt the city's Drug and Alcohol-Free Workplace Policy to replace the current policy.

C-5. Adoption of the City of Imperial Workplace Violence Prevention Plan (WVPP).

Presenter: Kristen Smith, Human Resources Manager
Recommended Action: Approve and adopt the city's Workplace Violence Prevention Plan.

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, September 18, 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: August 30, 2024

KRISTINA SHIELDS
City Clerk

A-1

Check Register Report

Date: 08/28/2024
Time: 9:43 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								
119453	08/06/24	Printed			195	ALLIED WASTE	JULY 2024 79959	152,169.42
119456	08/06/24	Printed			5956	AMAZON CAPITAL SERVICES	17VR-RWLX-7DL7 79616	6,276.65
119457	08/06/24	Printed			8605	ANA MENA	99260089/517 BANTA	50.68
119458	08/06/24	Printed			5287	ANDREA STIFF	8/25/24 - 8/30/24 TRAFFIC COLLISION-TRAINING	379.50
119459	08/06/24	Printed			8597	ANGELA ALVARADO	9998-3025/498 TRESHILL#256	87.61
119460	08/06/24	Printed			7973	ANTHONY DIAZ	93220035/713 DAWN	144.76
119461	08/06/24	Printed			6474	ANTHONY LOPEZ	8/19/24 - 8/22/24 JPIA LEADERSHIP ACADEMY	176.25
119462	08/06/24	Printed			1851	AT&T LONG DISTANCE	760-355-1158 7/29/24	1,571.61
119463	08/06/24	Printed			8596	AUSTIN DALE	8421-0009/1310 RAMONA	102.99
119465	08/06/24	Printed			4400	BABCOCK LABORATORIES, INC.	LG-40072-8203 79740	914.12
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119467	08/06/24	Printed			7158	BLUETARP FINANCIAL, INC.	H34873/5 79738	882.59
119468	08/06/24	Printed			7808	BOOT BARN HOLDINGS	129382 R. EMMETT 79714	807.77
119469	08/06/24	Printed			674	BRENNTAG	BPI447808 79948	5,214.64
119470	08/06/24	Printed			4695	CARMEN FIERRO-GONZALEZ	8/25/24 - 8/30/24 TRAFFIC COLLISION TRAINING	379.50
119471	08/06/24	Printed			8602	CARRIE BOYERSMITH	9925-0453/623 LINDA VISTA	7.72
119472	08/06/24	Printed			8592	CHRISTIAN FELIX	TUITION REIMB-WWTP GRADE I 79804	179.99
119473	08/06/24	Printed			1053	CITY OF IMPERIAL	PETTY CASH SUMMER BASH 80002	100.00
119474	08/06/24	Printed			6222	CODE EXXPERTS, LLC	2024-0015 79429	1,553.58
119475	08/06/24	Printed			7802	COMMSCOPE TECHNOLOGIES,LLC	4108111550 77695	900.00
119476	08/06/24	Printed			2676	CONSTANCIO S. TORRES	CLASSES JULY 2024 80000	77.00
119477	08/06/24	Printed			132	COSTCO WHOLESALE	045345 79598	25.57
119478	08/06/24	Printed			6857	COUNTY MOTOR PARTS CO, INC	562227 79734	1,281.62
119479	08/06/24	Printed			1603	CPRS	150195 M. TORRES 79596	60.00
119480	08/06/24	Printed			8601	DARIO SALAZAR	8/25/24 - 8/30/24 TRAFFIC COLLISION-TRAINING	379.50
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119484	08/06/24	Printed			2665	DISCOUNT TIRE	2674252 79581	198.63
119485	08/06/24	Printed			4063	DLT SOLUTIONS, LLC	SI660956 79436	2,730.79
119486	08/06/24	Printed			207	EL CENTRO MOTORS	5222360 79757	100.00
119487	08/06/24	Printed			8600	EMILY BUSTAMANTE	8/25/24 - 8/30/24 TRAFFIC COLLISION-TRAINING	379.50
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119489	08/06/24	Printed			6250	ENVIRONMENTAL WATER SOLUTIONS,	5629445 79923	2,305.93
119490	08/06/24	Printed			019	FERGUSON ENTERPRISES, LLC	4494707 79732	553.57
119491	08/06/24	Printed			8606	FLORA JOHNSON	96100290/667 BAYWOOD	169.52
119492	08/06/24	Printed			710	GRAINGER	9191637546 79945	678.47
119493	08/06/24	Printed			117	HAAKER EQUIPMENT COMPANY	C3A31V 79733	237.41
119494	08/06/24	Printed			264	HINDERLITER, DE LLAMAS &	SIN041025 79956	1,306.25
119495	08/06/24	Printed			3039	HOLTVILLE TRIBUNE	0101558 79227	6,720.00
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119497	08/06/24	Printed			8085	HUOT SIM	9935-0010/323 W BARIONI #C	66.77
119498	08/06/24	Printed			028	IMPERIAL IRRIGATION DISTRICT	AUGUST 2, 2024	45,808.05
119499	08/06/24	Printed			3187	IMPERIAL TRUSS & LUMBER CO.	B70128 79588	166.94
119500	08/06/24	Printed			7147	IMPERIAL VALLEY CHRYSLER DODGE	80705 79930	32.58

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119501	08/06/24	Printed			8141	JGC GOVERNMENT RELATIONS, INC.	1918 79068	3,000.00
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119503	08/06/24	Printed			6365	JOHN DEERE FINANCIAL	P5151043 79950	346.62
119504	08/06/24	Printed			6536	JOSE RAMIREZ	SWIM LESSONS-REFUND 79585	30.00
119505	08/06/24	Printed			868	K-C WELDING & RENTALS, INC.	199762 79594	778.47
119506	08/06/24	Printed			2901	KIMBALL MIDWEST	102440285 79934	355.28
119507	08/06/24	Printed			1647	LA BRUCHERIE IRRIGATION SUPPLY	286829C 79595	692.99
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119509	08/06/24	Printed			8599	MANUEL SALDANA	9314-1408/280 COZUMEL	170.85
119510	08/06/24	Printed			8603	MARIA SORIA	9720-0260/2366 FELIPE	153.64
119511	08/06/24	Printed			8404	MATRIX NETWORKS	211498 79858	3,329.00
119512	08/06/24	Printed			1856	NATIONAL BUSINESS FURNITURE	MK608543-TDQ 79580	478.86
119514	08/06/24	Printed			4481	O'REILLY	2687-485655 79758	1,785.91
119515	08/06/24	Printed			079	ONE SOURCE DISTRIBUTORS	S007560606.002 79940	1,599.65
119516	08/06/24	Printed			8598	OSTLING'S MARKET, LLC	5991 79574	6,502.85
119517	08/06/24	Printed			219	PADRE USA	16029390 79694	113.01
119518	08/06/24	Printed			3899	PLUMMER UPHOLSTERY SHOP	22705 79597	186.51
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119520	08/06/24	Printed			2782	PRINCIPAL LIFE INSURANCE COMP	1044724-10001 AUGUST 2024 79952	6,645.85
119521	08/06/24	Printed			8228	Q AIR CALIFORNIA	68150 79944	843.39
119522	08/06/24	Printed			8516	QUICK QUACK CAR WASH	ARB196807 79961	81.47
119523	08/06/24	Printed			8576	RAMIRO RAMOS	7/18/24 ESRI CONFERENCE-FUEL	28.35
119524	08/06/24	Printed			3526	RSD	3336035-00 79744	463.58
119525	08/06/24	Printed			957	SC FUELS	2694900-IN 79748	1,305.80
119526	08/06/24	Printed			1239	SHERWIN-WILLIAMS	0825-6 79737	1,135.44
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119543	08/06/24	Printed			1100	USA BLUEBOOK	INV00429451 79743	3,438.87
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119546	08/06/24	Printed			8150	VENCER PUBLIC AFFAIRS &	219 79069	2,000.00
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119551	08/06/24	Printed			1968	WESTAIR GASES & EQUIPMENT	0011876458 79936	56.27
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119709	08/13/24	Printed			8613	AARON BONILLAS	99583035/498 TRESHILL#210	160.96
119710	08/13/24	Printed			8498	ALEAH ARELLANO	AQUA AEROBICS JUN- AUG 2024 80007	994.00
119711	08/13/24	Printed			195	ALLIED WASTE	0467-001718402 SWEEP 7/2024 79946	17,562.90
119712	08/13/24	Printed			5956	AMAZON CAPITAL SERVICES	16FJ-JMNK-3K3T 79619	1,706.64
119713	08/13/24	Printed			8608	ARACELI VEGA ESPINOZA	SCHOLARSHIP 6/7-8/9/2024 79630	1,500.00
119714	08/13/24	Printed			8607	ASHLEYN CASTELLANOS	SCHOLARSHIP 6/7-8/9/2024 79632	1,500.00
119715	08/13/24	Printed			8279	AT&T MOBILITY	287335981729X08042024	3,257.14
119716	08/13/24	Printed			4400	BABCOCK LABORATORIES, INC.	CG41984-8203 80051	715.94

Check Register Report

CITY OF IMPERIAL BANK: UNION BANK

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119721	08/13/24	Printed			251	CALIFORNIA JPIA	PRIM02288 79964	1,088,915.00
119722	08/13/24	Printed			455	CALIFORNIA STATE DISBURSEMENT	8/9/24	929.53
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119725	08/13/24	Printed			132	COSTCO WHOLESALE	045372 80011	211.47
119726	08/13/24	Printed			6857	COUNTY MOTOR PARTS CO, INC	562510 80017	405.30
119727	08/13/24	Printed			8611	COYNE POWERSPORTS	4023382 79350	70,926.52
119728	08/13/24	Printed			1056	DELL MARKETING L.P.	10764217010 79865	4,795.98
119729	08/13/24	Printed			019	FERGUSON ENTERPRISES, LLC	4544374 80009	46.98
119730	08/13/24	Printed			5134	FORENSIC DRUG TESTING SERVICES	2024-1595 79814	1,282.20
119731	08/13/24	Printed			314	FRANCHISE TAX BOARD	8/9/24	731.00
119732	08/13/24	Printed			7720	GREEN RUBBER-KENNEDY AG	I-104860 80004	13.97
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119735	08/13/24	Printed			8246	IFEA	90056 2024 MEMBERSHIP 80010	355.00
119736	08/13/24	Printed			120	IMPERIAL COUNTY FIRE DEPT.	JULY 2024 79071	46,912.44
119737	08/13/24	Printed			028	IMPERIAL IRRIGATION DISTRICT	AUGUST 6, 2024	25,393.52
119738	08/13/24	Printed			1336	IMPERIAL LANDFILL- 4136	4136-000021681 Sludge 7/16-31 80061	2,666.05
119739	08/13/24	Printed			102	IMPERIAL POLICE OFFICERS ASSN.	8/9/24	1,317.50
119740	08/13/24	Printed			3187	IMPERIAL TRUSS & LUMBER CO.	B70263 80015	45.24
119741	08/13/24	Printed			1315	IMPERIAL VALLEY RESOURCE	2425-0014 79070	20,454.13
119742	08/13/24	Printed			8609	JOSE VEGA ESPINOZA	SCHOLARSHIP 6/7-8/9/2024 79629	1,500.00
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119747	08/13/24	Printed			101	LINCOLN LIFE	8/9/24	767.00
119748	08/13/24	Printed			7814	MADISON TAYLOR	SCHOLARSHIP 6/7-8/9/2024 79631	1,500.00
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119750	08/13/24	Printed			1190	MISSIONSQUARE - 304257	8/9/24	566.40
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119752	08/13/24	Printed			1856	NATIONAL BUSINESS FURNITURE	MK608839-BOC 79599	450.55
119753	08/13/24	Printed			084	PITNEY BOWES BANK INS	21257183 AUGUST 2024 79963	400.00
119754	08/13/24	Printed			3526	RSD	3336330-00 80058	421.79
119755	08/13/24	Printed			979	SELLERS PETROLEUM	CL39654	17,748.36
119756	08/13/24	Printed			1239	SHERWIN-WILLIAMS	0923-9 80055	34.45
119757	08/13/24	Printed			5706	SHI INTERNATIONAL CORP	B18632333 79853	92,636.79
119758	08/13/24	Printed			3162	SPEARS HAWAIIAN SHAVED ICE -	959935 79638	220.00
119759	08/13/24	Printed			2008	UNITED PARCEL SERVICE	Y00924314 8/12/24	42.13
119760	08/13/24	Printed			944	UNITED WAY OF IMPERIAL COUNTY	8/9/24	6.00

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
119761	08/13/24	Printed			8031	UNWIND & DESIGN CREATIVE	0000220 79637	2,380.00
119762	08/13/24	Printed			8610	VALERIA QUEZADA	SCHOLARSHIP 6/7-8/9/2024 79633	1,500.00
119763	08/13/24	Printed			8612	VICTOR MANRIQUEZ	8/19/24 -8/22/24 CJPIA LEADERSHIP ACADEMY	176.25
119764	08/13/24	Printed			8415	VR3D, INC	PH 2B WASTE MGNT REIMB 79230	500.00
119765	08/13/24	Printed			487	XPRESS LUBE	207133 80063	223.55
119913	08/21/24	Printed			023	AIRWAVE COMMUNICATIONS	449481 79789	130.00
119914	08/21/24	Printed			2357	ALL VALLEY FENCE AND MATERIALS	12086 80025	37.71
119915	08/21/24	Printed			5956	AMAZON CAPITAL SERVICES	1JDX-19R9-J67Q 79764	1,785.26
119916	08/21/24	Printed			656	AQUA METRIC	INV0103236 79937	15,009.02
119917	08/21/24	Printed			1700	ASCAP	200011673712 80023	470.37
119918	08/21/24	Printed			1066	AT & T	22112464	1,078.40
119919	08/21/24	Printed			1851	AT&T LONG DISTANCE	338-371-6557 8/15/24	113.70
119920	08/21/24	Printed			5994	AUTOZONE INC.	4187721617 79472	19.64
119921	08/21/24	Printed			4400	BABCOCK LABORATORIES, INC.	LH40036-8203 80089	99.09
119922	08/21/24	Printed			250	BLUE SHIELD OF CALIFORNIA	242270055847 SEP 2024 79970	55,306.97
119923	08/21/24	Printed			7158	BLUETARP FINANCIAL, INC.	H39848/5 80082	437.07
119924	08/21/24	Printed			8296	BRAWLEY ANALYTICAL, INC.	000466 80084	1,137.50
119925	08/21/24	Printed			674	BRENNTAG	BPI451567 80075	10,446.83
119926	08/21/24	Printed			7478	C & R ASSOCIATES, INC	2024.6034 79229	6,064.38
119927	08/21/24	Printed			3669	CANON	34359350 79969	2,752.85
119928	08/21/24	Printed			784	CONTROL PARTS	202407435 80027	205.62
119929	08/21/24	Printed			6857	COUNTY MOTOR PARTS CO, INC	562219 80081	280.23
119930	08/21/24	Printed			3135	COUNTY OF SAN DIEGO, RCS	25IMPCPDN01 79780	1,416.00
119931	08/21/24	Printed			207	EL CENTRO MOTORS	5222851 79782	519.08
119932	08/21/24	Printed			8614	EMERGENT DEVICES INC.	116782 79786	2,560.14
119933	08/21/24	Printed			7145	FERGUSON WATERWORKS #1083	0860331 80088	1,054.92
119934	08/21/24	Printed			6545	GISSELL FRAZIER	8/29/24 - 8/30/24 PROPERTY DISPOSITION, DEST.	103.50
119935	08/21/24	Printed			7720	GREEN RUBBER-KENNEDY AG	I-104958 80024	134.91
119936	08/21/24	Printed			2096	HOME DEPOT CREDIT SERVICES	H1059-385979 80079	347.11
119937	08/21/24	Printed			4271	HUMANE SOCIETY OF IMPERIAL	JULY 2024 79776	3,055.00
119938	08/21/24	Printed			028	IMPERIAL IRRIGATION DISTRICT	AUGUST 16, 2024	9,584.04
119939	08/21/24	Printed			4264	IMPERIAL IRRIGATION DISTRICT	3139598 8/13/24	8,144.00
119940	08/21/24	Printed			221	IMPERIAL PRINTERS	24-2235 79771	261.84
119941	08/21/24	Printed			3187	IMPERIAL TRUSS & LUMBER CO.	B70304 80028	47.97
119942	08/21/24	Printed			1555	IMPERIAL VALLEY PRESS	372472 79073	497.07
119943	08/21/24	Printed			6472	INGRAM LIBRARY SERVICES	83209629 79641	351.16
119944	08/21/24	Printed			7119	JEREMY SCHAFFER	8/22/24- 8/23/24 TRAINING	103.50
119945	08/21/24	Printed			2372	JERRY TUCKER	ENGINEERING-REFUND 79233	6,619.72
119946	08/21/24	Printed			8615	JOSEPH VILLARRUEL	99101078/2330 BOUGAINVELLEA	37.45
119947	08/21/24	Printed			868	K-C WELDING & RENTALS, INC.	200574 80083	49.19
119948	08/21/24	Printed			1647	LA BRUCHERIE IRRIGATION SUPPLY	287402C 80021	189.47
119949	08/21/24	Printed			427	LEAGUE OF CA CITIES	1948 79075	360.00
119950	08/21/24	Printed			1996	LEE TIRE CO.	399257 80087	2,950.15
119951	08/21/24	Printed			8617	MOISES M. MURILLO	8/29/24 - 8/30/24 PROPERTY DISPOSITION, DEST	103.50
119952	08/21/24	Printed			776	MOSS, LEVY & HARTZHEIM LLP	15819 79967	30,000.00
119953	08/21/24	Printed			7992	MUNITEMPS	130458 79965	7,600.00

Check Register Report

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								
119954	08/21/24	Printed			2510	NTU TECHNOLOGIES, INC.	12885 80074	11,919.70
119955	08/21/24	Printed			4481	O'REILLY	2687-489160 79783	853.98
119956	08/21/24	Printed			079	ONE SOURCE DISTRIBUTORS	S007558441.001 80071	6,488.12
119957	08/21/24	Printed			8091	POOL & ELECTRICAL PRODUCTS,	0017163960-001 80026	250.19
119958	08/21/24	Printed			8516	QUICK QUACK CAR WASH	ARB196932 79777	322.83
119959	08/21/24	Printed			133	RAIN FOR RENT	2039247 80085	47.65
119960	08/21/24	Printed			8616	ROBERT BOSEANT	96250334/637 LAS DUNAS	138.62
119961	08/21/24	Printed			8518	ROCKWELL ENGINEERING &	22770 80090	22,787.46
119962	08/21/24	Printed			1637	ROMEO'S CAR WASH	JULY 2024 79231	121.00
119963	08/21/24	Printed			7343	ROVE ENGINEERING INC	6354 79235	102,325.97
119964	08/21/24	Printed			3526	RSD	3336637-00 80078	287.83
119965	08/21/24	Printed			2983	RUSH STEEL SUPPLY	47936 80086	30.33
119966	08/21/24	Printed			3262	SIMNSA HEALTH PLAN	131796 SEPT. 2024 79968	13,319.93
119967	08/21/24	Printed			135	SOCALGAS	675 W ATEN 7/9-8/8/24 80092	62.28
119968	08/21/24	Printed			6416	SUN DATA SUPPLY	INV0279905 80076	257.15
119969	08/21/24	Printed			5774	TOTAL INDUSTRIES INC.	3574 80067	3,335.00
119970	08/21/24	Printed			4473	TRACTOR SUPPLY CO	575532 80080	292.26
119971	08/21/24	Printed			7390	UNITED NISSAN	175068 80069	209.79
119972	08/21/24	Printed			6313	US AIR CONDITIONING	6933596 80091	917.20
119974	08/21/24	Printed			615	VALLEY PEST SERVICES, INC	14341282	1,365.00
119975	08/21/24	Printed			8519	VAN DERMYDEN MAKUS LAW	31213 79817	1,578.50
119976	08/21/24	Printed			611	VERIZON WIRELESS	9970804834	978.95
119977	08/21/24	Printed			8618	YANETH QUINONES	9/11 STAIR CLIMB REIMB. 79816	25.00
119978	08/21/24	Printed			7942	YVONNE CORDERO	8/19/24 - 8/20/24 CRRA CONFERENCE	150.78
119979	08/22/24	Printed			2357	ALL VALLEY FENCE AND MATERIALS	12039 79871	1,004.66
119980	08/22/24	Printed			7687	LAW OFFICE OF KATHERINE TURNER	18 79074	8,000.00

Total Checks: 209 **Checks Total (excluding void checks): 2,225,004.90**

Total Payments: 209 **Bank Total (excluding void checks): 2,225,004.90**

Total Payments: 209 **Grand Total (excluding void checks): 2,225,004.90**

A-2

Imperial City Council

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

MINUTES

Regular Meeting of the Imperial City Council

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

August 7, 2024

6:00 P.M. CLOSED SESSION

CALL TO ORDER: Mayor Pro-Tem Tucker called the meeting to order at 6:00 p.m.

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

ABSENT: Mayor Amparano

PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY: None

CONFERENCE WITH LEGAL COUNSEL:

CONFERENCE WITH LEGAL COUNSEL:
EXISTING LITIGATION G.C §54959.9(d)(1)
Name of Case: Arreola et al vs. City of Imperial
Imperial County Superior Court Case No. ECU002355

CONFERENCE WITH LABOR NEGOTIATORS – G.C.5957.6
Agency Designated Representatives: City Manager

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

ANTICIPATED LITIGATION Significant exposure to litigation pursuant to G.C§54956.9(d)(2)
Number of Potential Cases: 1

7:00 P.M. REGULAR MEETING

CALL TO ORDER: Mayor Pro-Tem Tucker called the meeting to order at 7:15 p.m.

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

ABSENT: Mayor Amparano

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was led by Mayor Pro-Tem James Tucker.

ADJUSTMENTS TO THE AGENDA: None

CITY ATTORNEY REPORT ON CLOSED SESSION ACTIONS:
City Attorney Turner Stated that Direction was given to Council on two topics. Existing Litigation and Anticipated Litigation.

PUBLIC COMMENT: None

A. PRESENTATION:

A-1. Adviser Sergeant Hernandez introduced and recognize the Imperial Police Cadet Program.

B. CONSENT AGENDA:

B-1. Approval of Claims and Warrants Report

B-2. Approval of Regular City Council meeting minutes for July 3, 2024 and July 17, 2023

Moved by Mendoza, seconded by Burnworth to approve the consent agenda.
AYES: Burnworth, Mendoza, Obeso-Martinez and Tucker
NOES: None
ABSTAIN: None
ABSENT: Amparano
MOTION CARRIES: 4-0

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

C-1. Purchase of a Raw Water Flow Meter for the Water Treatment Plant.

Presenter: David Dale, Public Services Director
Recommended Action: Approve the purchase and replacement of a raw water flow meter for the Water Treatment Plant in the amount of $22,856.43.

Moved by Burnworth, seconded by Obeso-Martinez to approve the purchase and replacement of a raw water flow meter for the Waste Treatment Plant in the amount of $22,856.43.
AYES: Burnworth, Mendoza, Obeso-Martinez and Tucker
NOES: None
ABSTAIN: None
ABSENT: Amparano
MOTION CARRIES: 4-0

C-2. Purchase of Ultra Violet (UV) disinfection parts for annual maintenance at the Wastewater Treatment plant.

Presenter: David Dale, Public Services Director
Recommended Action: Approve the purchase of UV disinfection parts for annual maintenance in the amount of $41,399.92 with Trojan Technologies.

Moved by Mendoza, seconded by Burnworth to approve the purchase of UV disinfection parts for annual maintenance in the amount of $41,399.92 with Trojan Technologies.
AYES: Burnworth, Mendoza, Obeso-Martinez and Tucker
NOES: None
ABSTAIN: None
ABSENT: Amparano
MOTION CARRIES: 4-0

C-3. Approve Budget Amendment No. 1 for the Manhole Rehabilitation and Lining Project.

Presenter: David Dale, Public Services Director
Recommended Action: Approve a budget amendment in the amount of $31,285.00 to include additional manholes and lift stations for the Manhole Rehabilitation and Lining Project.

Moved by Burnworth, seconded by Obeso-Martinez to approve a budget amendment in the amount of $31,285.00 to include additional manholes and lift stations for the Manhole Rehabilitation and Lining Project.
AYES: Burnworth, Mendoza, Obeso-Martinez and Tucker
NOES: None
ABSTAIN: None
ABSENT: Amparano
MOTION CARRIES: 4-0

C-4. Award a contract for the Sunset Park Playground Shade Project Bid No. 2024-05.

Presenter: Tony Lopez, Parks and Recreation Director
Recommended Action: Award a contract for Sunset Park Playground Shade Project to USA Shade Inc. in the amount of $125,500.00 with a 10% contingency.

Moved by Mendoza, seconded by Obeso-Martinez to approve and award a contract for Sunset Park Playground Shade Project to USA Shade Inc. in the amount of $125,500.00 with a 10% contingency.
AYES: Burnworth, Mendoza, Obeso-Martinez and Tucker
NOES: None
ABSTAIN: None
ABSENT: Amparano
MOTION CARRIES: 4-0

C-5. Award a contract for Labor Compliance Services for Sunset Park Playground Shade Project RFP No. 2024-03.

Presenter: Tony Lopez, Parks and Recreation Director
Recommended Action: Award the Labor Compliance Services RFP No. 2024-03 to Labor Consultants of Southern California LLC in the amount of $3,000.00 for the Sunset Park Playground Shade Project.

Moved by Burnworth, seconded by Mendoza to approve and award the Labor Compliance Services RFP No. 2024-03 to Labor Consultants of Southern California LLC in the amount of $3,000.00 for the Sunset Park Playground Shade Project.
AYES: Burnworth, Mendoza, Obeso-Martinez and Tucker
NOES: None
ABSTAIN: None
ABSENT: Amparano
MOTION CARRIES: 4-0

C-6. Purchase of two (2) Polaris Side by Sides for the Parks and Recreation Special Events Division.

Presenter: Tony Lopez, Parks and Recreation Director
Recommended Action: Approve the purchase of two (2) Polaris Side by Sides in the amount of $72,926.52.

Moved by Mendoza, seconded by Tucker to approve the purchase of two (2) Polaris Side by Sides in the amount of $72,926.52.
AYES: Mendoza, Obeso-Martinez and Tucker
NOES: Burnworth
ABSTAIN: None
ABSENT: Amparano
MOTION CARRIES: 3-1

C-7. Award a contract for the 7th Street Rehabilitation & Pedestrian Improvements Project from South D Street to South E Street Bid No. 2024-04.

Presenter: Othon Mora, Community Development Director
Recommended Action: Award the contract to Rove Engineering, Inc. in the amount of $275,100.86 with a 25% contingency.

Moved by Burnworth, seconded by Obeso-Martinez to approve and award the contract to Rove Engineering, Inc. in the amount of $275,100.86 with a 25% contingency.
AYES: Burnworth, Mendoza, Obeso-Martinez and Tucker
NOES: None
ABSTAIN: None
ABSENT: Amparano
MOTION CARRIES: 4-0

D. REPORTS:

D-1. Departments reported on their activities since last city council meeting.

D-2. City Manager Report: None

D-3. Mayor and Councilmembers reported on their activities since last city council meeting and upcoming events.

- Report by Mayor Pro-Tem Tucker regarding appointment to fill an un-scheduled vacancy on the Planning Commission.

Mayor Pro-Tem Tucker stated that he has appointed Francisco Curiel to Planning Commission.

ADJOURNMENT:
Seeing no further business before the Council, Mayor Pro-Tem Tucker ended this meeting at 8:09 p.m. and adjourned until the next council meeting on August 21, 2024 at 7:00 p.m.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the city of Imperial, California, this 4th day of September, 2024.

_____
KRISTINA SHIELDS
City Clerk

Imperial City Council

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

MINUTES

Regular Meeting of the Imperial City Council

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

August 21, 2024

6:00 P.M. CLOSED SESSION

CALLED TO ORDER: Mayor Pro-Tem Tucker called the meeting to order at 6:10 p.m.

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

PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY: None

CONFERENCE WITH LEGAL COUNSEL:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS – G.C. 54956.8

Property Address:	307 N. Imperial Avenue, Imperial CA
Agency Negotiator:	Dennis H. Morita, City Manager
Negotiating Parties:	EAH/Ric Brown
Under Negotiation:	Instructions to negotiator regarding lease price and terms

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9
Number of Potential Cases: 2

CONFERENCE WITH LABOR NEGOTIATORS – G.C.5957.6

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

7:00 P.M. REGULAR MEETING

CALL TO ORDER: Mayor Pro-Tem Tucker called the meeting to order at 7:23 p.m.

ROLL CALL: Council Members Burnworth, Mendoza, Obeso-Martinez, Mayor Pro-Tem Tucker

ABSENT: Mayor Amparano

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was led by Mayor Pro-Tem James Tucker.

ADJUSTMENTS TO THE AGENDA: None

CITY ATTORNEY REPORT ON CLOSED SESSION ACTIONS:
City Attorney Turner Stated that Direction was given to Council on all four topics.

PUBLIC COMMENT: None

A. PRESENTATION:

A-1. Mayor Pro-Tem Tucker presented certificates of recognition for the Little League District 22 Imperial All-Stars 8-U team.

B. CONSENT AGENDA:

B-1. Approve an additional one-year term with Code Exxperts in the budgeted amount of $22,800.00 for the city's online payment system and web development services.

Moved by Burnworth, seconded by Mendoza to approve the consent agenda.
AYES: Burnworth, Mendoza, Obeso-Martinez and Tucker
NOES: None
ABSTAIN: None
ABSENT: Amparano
MOTION CARRIES: 4-0

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

C-1. Adopt the 2024-2025 Strategic Technology Plan (STP) and approve the projects included in the 2024-2025 Innovation and Technology budget.

Presenter: R. Alejandro Estrada, Department of Innovation and Technology Director
Recommended Action: Approve the 2024-2025 STP and the projects included in the 2024-2025 Innovation and Technology budget.

Moved by Burnworth, seconded by Obeso-Martinez to approve the 2024-2025 STP and the projects included in the 2024-2025 Innovation and Technology budget.
AYES: Burnworth, Mendoza, Obeso-Martinez and Tucker
NOES: None
ABSTAIN: None
ABSENT: Amparano
MOTION CARRIES: 4-0

C-2. Award a contract for Weed Abatement Services RFP No. 2024-06.

Presenter: David Dale, Public Services Director
Recommended Action: Award the Weed Abatement Services contract to DeAngelo Contracting Services.

Moved by Burnworth, seconded by Mendoza to approve and award the Weed Abatement Services contract to DeAngelo Contracting Services.
AYES: Burnworth, Mendoza, Obeso-Martinez and Tucker
NOES: None
ABSTAIN: None
ABSENT: Amparano
MOTION CARRIES: 4-0

C-3. Appointment of a voting delegate and up to two alternates for the League of CA Cities Annual Conference and General Assembly on October 16-18, 2024.

Presenter: Dennis H. Morita, City Manager
Recommended Action: Appoint a voting delate and two alternates for the League of CA Cities Annual Conference and General Assembly.

Moved by Burnworth, seconded by Mendoza to approve Delegate Obeso-Martinez for the League of CA Cities Annual Conference and General Assembly.
AYES: Burnworth, Mendoza, Obeso-Martinez and Tucker
NOES: None
ABSTAIN: None
ABSENT: Amparano
MOTION CARRIES: 4-0

Moved by Obeso-Martinez, seconded by Tucker to approve Alternate Burnworth for the League of CA Cities Annual Conference and General Assembly.
AYES: Burnworth, Mendoza, Obeso-Martinez and Tucker
NOES: None
ABSTAIN: None
ABSENT: Amparano
MOTION CARRIES: 4-0

C-4. Certification that there are not more candidates than offices to be elected for the November 5, 2024 General Municipal Election.

Presenter: Dennis H. Morita, City Manager
Recommended Action: In accordance with CA Elections Code section 10229, the City Council may adopt one of the courses of action listed below. Staff recommends Option 1, to cancel the election and appoint to the offices the persons who have been nominated by adopting Resolution No. 2024-51 resulting in a cost savings of up to $12,500.

1. Appoint to the office the persons who have been nominated and adopt Resolution No. 2024-51, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, STATE OF CALIFORNIA, PROVIDING FOR THE APPOINTMENTS TO THE OFFICES OF COUNCILMEMBER OF THE CITY THOSE THAT WERE NOMINATED TO BE ELECTED ON TUESDAY, NOVEMBER 5, 2024 AT THE GENERAL MUNICIPAL ELECTION or;

2. Appoint to the office an eligible elector if no one has been nominated or;

3. Hold the election, if no one or only one person has been nominated for any elective office.

Moved by Mendoza, seconded by Obeso-Martinez to approve Resolution No. 2024-51.
AYES: Mendoza, Obeso-Martinez and Tucker
NOES: None
ABSTAIN: Burnworth
ABSENT: Amparano
MOTION CARRIES: 4-0-1

D. REPORTS:

D-1. Departments reported on their activities since last city council meeting.

D-2. City Manager Report: None

D-3. Mayor and Councilmembers reported on their activities since last city council meeting and upcoming events.

ADJOURNMENT:
Seeing no further business before the Council, Mayor Pro-Tem Tucker ended this meeting at 8:25 p.m. and adjourned until the next council meeting on September 4, 2024 at 7:00 p.m.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the city of Imperial, California, this 4th day of September, 2024.

KRISTINA SHIELDS
City Clerk

Imperial City Council

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

MINUTES

Special Meeting of the Imperial City Council

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

August 21, 2024
Special Meeting
7:00 pm

CALL TO ORDER: Mayor Pro-Tem Tucker called the meeting to order at 7:18 p.m.

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

ABSENT: Mayor Amparano

PUBLIC COMMENT: None

A. ACTION ITEMS: (DISCUSSION/DIRECTION ONLY)

A-1. Authorization to reject all bids for the Pavement Rehabilitation of Various Roads project Bid No. 2024-06.

Presenter: David Dale, Director of Public Services
Recommended Action: Reject all bids for Project Bid No. 2024-06 Pavement Rehabilitation of Various Roads and authorize staff to advertise and rebid project.

Moved by Burnworth, seconded by Mendoza to approve rejection on all bids for Project Bid No. 2024-06 Pavement Rehabilitation of Various Roads and authorize staff to advertise and rebid project.
AYES: Burnworth, Mendoza, Obeso-Martinez and Tucker
NOES: None
ABSTAIN: None
ABSENT: Amparano
MOTION CARRIES: 4-0

A-2. Grant permission to excuse Mayor Amparano's absence from the City Council meetings.

Recommended Action: Grant permission to excuse Mayor Amparano's absence for the regular City Council meeting dates of July 17, 2024 and August 7, 2024.

Moved by Mendoza, seconded by Obeso-Martinez to approve and grant permission to excuse Mayor Amparano's absence for the regular City Council meeting dates of July 17, 2024 and August 7, 2024.
AYES: Burnworth, Mendoza, Obeso-Martinez and Tucker
NOES: None
ABSTAIN: None
ABSENT: Amparano
MOTION CARRIES: 4-0

ADJOURNMENT;
Seeing no further business before the council, Mayor Pro-Tem Tucker ended this Special Meeting at 7:23 p.m. and adjourned to the Regular city council meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the city of Imperial, California, this 4th day of September, 2024.

KRISTINA SHIELDS
City Clerk

Agenda Item No. A-3

DATE SUBMITTED	08/28/2024
SUBMITTED BY	R. Alejandro Estrada
DATE ACTION REQUIRED	9/04/2024

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

IMPERIAL CITY COUNCIL
AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

1. APPROVAL OF AGREEMENT BETWEEN THE CITY OF IMPERIAL AND 2K TOWER SERVICES, LLC FOR PROFESSIONAL SERVICES FOR THE TERM OF ONE (1) YEAR TO NOT EXCEED THE ANNUAL AMOUNT OF $20,000.00.

DEPARTMENT INVOLVED: DEPARTMENT OF INFORMATION TECHNOLOGY

BACKGROUND/SUMMARY:

In an effort to maintain the City's towers and upcoming tower projects, the City has contracted 2K Tower Services, LLC. Included in this packet, you will find a professional services agreement for the City Council's review and approval.

FISCAL IMPACT: NOT TO EXCEED

FISCAL IMPACT: 20,000.00

Contract budgeted in the 2024-2025 Municipal Budget.
Account: 19-147-5210

FINANCE INITIALS: VMS

STAFF RECOMMENDATION:

Staff recommends approval of the attached Professional Services Agreement.

DEPT. INITIALS:

MANAGER'S RECOMMENDATION: approve

CITY MANAGER's INITIALS: OHM

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

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

REFERRED TO:

AGREEMENT FOR PROFESSIONAL SERVICES

This PROFESSIONAL SERVICE AGREEMENT ("AGREEMENT"), is made and entered by and between the City of Imperial, a municipal corporation of the State of California ("Agency") and 2K Tower Services, LLC ("CONSULTANT").

RECITALS

WHEREAS, Agency desires to engage Consultant to perform certain professional services, as provided herein; and

WHEREAS, the Consultant is qualified and desires to accept such engagement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on the twentieth-first (21st) day of September 2024 and shall remain and continue in effect until tasks described herein are completed, but in no event later than the twentieth (20th) day of September, 2025, unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full "TASKS". To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing. In the event that there is a conflict between AGREEMENT and Exhibit A, AGREEMENT shall prevail.

III. PERFORMANCE

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

IV. AGENCY MANAGEMENT

AGENCY's Manager, or his/her designee, shall represent AGENCY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT. AGENCY's Manager, or his/her designee,

shall be authorized to act on AGENCY's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change CONSULTANT's compensation, subject to Section V.

V. PAYMENT

A. The AGENCY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment, incorporated herein as set forth by Exhibit B by this reference as though set forth in full. CONSULTANT invoices shall reflect date of work, time spent and project title for tracking and verification purposes. This amount shall not exceed twenty thousand dollars ($20,000.00) for the total term of the AGREEMENT unless additional payment is approved by the AGENCY Manager, in writing.

B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Manager and CONSULTANT at the time AGENCY's written authorization is given to CONSULTANT for the performance of said services. The Agency Manager may approve additional work but in no event shall the total amount to be paid pursuant to this AGREEMENT exceed ten-thousand dollars ($10,000.00) more than the initial amount set forth in Section V.B. without prior approval by the Agency City Council.

C. CONSULTANT will submit invoices monthly for actual services performed. Invoice shall be submitted on or about the first (1st) business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The AGENCY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least thirty (30) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise.

B. In the event this AGREEMENT is terminated pursuant to this Section, the AGENCY shall pay to CONSULTANT the actual value of the work

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

C. In the event this AGREEMENT is terminated pursuant to this Section, CONSULTANT shall render all passwords, codes and all other applicable access data to the Information Technology Director.

VII. DEFAULT OF CONSULTANT

A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, AGENCY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.

B. If the City Manager, or his designee, determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time, the AGENCY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

VIII. OWNERSHIP OF DOCUMENTS

A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AGENCY that relate to the performance of services under this AGREEMENT. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the

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

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless AGENCY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless AGENCY shall not extend to the AGENCY's sole or active negligence.

B. Duty to defend

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

reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

X. INSURANCE

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

XI. INDEPENDENT CONSULTANT

A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither AGENCY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the AGENCY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against AGENCY, or bind AGENCY in any manner.

B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, AGENCY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for AGENCY. AGENCY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the AGENCY in connection with the award, terms or implementation of this AGREEMENT,

including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the AGENCY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the AGENCY to any and all remedies at law or in equity.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without AGENCY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the AGENCY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives AGENCY notice of such court order or subpoena.

B. CONSULTANT shall promptly notify AGENCY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with AGENCY and to provide the opportunity to review any response to

discovery requests provided by CONSULTANT. However, AGENCY's right to review any such response does not imply or mean the right by AGENCY to control, direct, or rewrite said response.

XVI. NOTICES

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

To AGENCY:
City of Imperial
420 South Imperial Avenue
Imperial, CA 92251
Attention: City Manager's Office

To CONSULTANT:
2K Tower Services, LLC
4031 S. Boxwood Ave.
Yuma, AZ 85365
Attention: Jose Hector Garcia

XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the AGENCY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. Jose Hector Garcia may use assistants, under his direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY thirty (30) days' notice prior to the departure of Jose Hector Garcia from CONSULTANT's employ. Should he leave CONSULTANT's employ, the AGENCY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the

indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

XVIII. LICENSES

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

XIX. GOVERNING LAW

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

XX. ENTIRE AGREEMENT

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

XXI. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

2K Tower Services, LLC

By:_____

Jose Hector Garcia
President

City of Imperial
A Municipal Corporation

By:_____

Dennis H. Morita
City Manager

ATTEST:

_____
Kristina Shields, City Clerk

APPROVED AS TO FORM:

By: _____
Katherine Turner, City Attorney

Attachments:	Exhibit A	Scope of Work
	Exhibit B	Payment Schedule
	Exhibit C	Insurance Requirements

EXHIBIT A
SCOPE OF WORK

Prelude:
The following tasks will serve as the scope of work for "CONSULTANT" with regards to the Professional Services performed on behalf of the City of Imperial for the duration of the AGREEMENT set forth herein:
2K Tower, LLC shall perform the following tasks:

I. **Tower and Antennas Installation and maintenance**

II. **Tension and plumb of guyed towers**

III. **Tower painting**

IV. **Tower mapping and inspection with engineering**

V. **Microwave path alignment**

EXHIBIT B

PAYMENT SCHEDULE

The AGENCY agrees to pay CONSULTANT at the following rate per hour of service: $150.00 per hour of service

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

Umbrella or excess liability insurance. [Optional depending on limits required]. CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including

commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. CONSULTANT shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

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

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an

assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

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

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

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

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

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

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

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each

insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

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

Self-insured retentions. Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

Timely notice of claims. CONSULTANT shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies. Notice to Agency not to exceed ten (10) days.

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

Agenda Item No. B-1

DATE SUBMITTED	8/28/2024	COUNCIL ACTION	(X)
		PUBLIC HEARING REQUIRED	(X)
SUBMITTED BY	COMMUNITY DEVELOPMENT DIRECTOR	RESOLUTION	( )
		ORDINANCE 1ST READING	(X)
DATE ACTION REQUIRED	9/4/2024	ORDINANCE 2ND READING	( )
		CITY CLERK'S INITIALS	( )

IMPERIAL CITY COUNCIL
AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL AMENDING THE CODIFIED ORDINANCES REGARDING FOOD AND FOOD ESTABLISHMENTS AND TEMPORARY USES FOR MOBILE FOOD FACILITIES

1. Introduction and first reading by title only of Ordinance No. 829 Amending Chapter 9 and Zoning Text Chapter 24 Section 24.11.120 (N)

2. Provide direction to staff to prepare a summary of Ordinance No. 829 for publication purposes

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:

See attached Staff Report

FISCAL IMPACT: N/A

ADMIN SERVICES SIGN INITIALS: JMS

STAFF RECOMMENDATION: Staff recommends approval of Mobile Food Facilities Ordinance and Zoning Text Amendment.

DEPT. INITIALS: DM

CITY MANAGER'S RECOMMENDATION: approve staff recommendation

CITY MANAGER'S INITIALS:

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

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

REFERRED TO:

Staff Report

Agenda Item No. B-1

To: City of Imperial Planning Commission

From: Yvonne Cordero, Planner

Date: August 28, 2024

Item: Mobile Food Truck Ordinance

Environmental: Categorically Exempt per Section 15268 for Ministerial Projects

Recommendation: Approval of Mobile Food Facilities Ordinance and Zoning Text Amendment

Background

According to the United States Census Bureau, California was one of the top three states in food truck sales reporting $276.1 million in 2017- an increase of 79% between 2012 and 2017. This remarkable growth highlights the booming popularity and economic impact of the food truck industry within the state.

Although there has been much interest from the public, the City currently does not have regulations for mobile food facilities. The City's Zoning Code states that land uses that are not specifically listed as permitted or prohibited, unless determined to be a use similar in development characteristics, are not permitted. Because of the amount of individuals who have demonstrated interest in operating mobile food truck businesses, the City has drafted a Mobile Food Facilities Ordinance (Attachment A) that is intended to regulate mobile food businesses and protect the health and welfare of the public. The drafted ordinance aims to provide a clear and structured framework for the operation of mobile food facilities. It outlines specific guidelines and requirements to ensure that these businesses can operate safely and efficiently while minimizing potential risks to public health and safety. By establishing this ordinance, the City seeks to balance the enthusiasm for mobile food trucks with the need to maintain orderly and safe public spaces. In essence, the new Mobile Food Facilities Ordinance is a response to both the rising trend in food truck popularity and the need for coherent and enforceable regulations. It aims to facilitate the growth of the mobile food industry in a manner that benefits both entrepreneurs and the community at large.

Prior to drafting the Mobile Food Facilities Ordinance, the City held two Mobile Food Facilities Workshops on February 5, 2024 and May 22, 2024 to provide the public an opportunity to comment on the proposed ordinance. During these meetings, participants provided several key

suggestions. Participants expressed the desire for minimal fees to make it financially feasible for small business owners to enter the market. They also emphasized the importance of allowing mobile food facilities to remain stationary for extended periods, which would help vendors build a consistent customer base. Additionally, attendees requested a list of approved sites (Attachment B) and approved vendors (Attachment C) to facilitate and expedite the permitting process. There was also a call for the ordinance to allow vending in designated areas such as parks and athletic fields, and to streamline the process by issuing a single permit that would cover multiple locations.

Taking these discussions into consideration, City staff incorporated several elements from the public's feedback into the ordinance. To ensure the ordinance was practical and beneficial for vendors, City staff also consulted with the Imperial County Public Health Department. This collaboration provided valuable insights into the health regulations and application requirements, and helped establish a streamlined and collaborative process for expediting mobile food facilities' applications.

The resulting ordinance is vendor-friendly and aims to simplify the application process. It introduces a Temporary Use Permit (Attachment D) that has been designed to be affordable, eliminating any burdensome deposits that were previously required. This change makes it easier for vendors to obtain permits without significant upfront costs, thereby encouraging more entrepreneurs to start their mobile food businesses. Overall, the new ordinance reflects the community's input and aims to balance regulatory requirements with the needs and capabilities of mobile food vendors, ensuring a positive impact on both the local economy and public welfare.

Discussion

Mobile food facilities are defined as vehicles used in conjunction with a commissary or other permanent food facility upon which food is sold or distributed at retail. The first draft of the Mobile Food Facility Ordinance included two mobile food facility categories described in the chart below:

CATEGORY	ZONES ALLOWED	ALLOWED TO VEND ON PUBLIC RIGHT OF WAY	TIME LIMIT
Processing (i.e. Food Trucks)	Commercial and Industrial Zones	No	4 hours
Non-Processing (Ice cream trucks, paleteros)	Non-private property citywide	Yes	1 hour
Non-Processing (Ice cream trucks, paleteros)	Joshua Park, Anthony Redondo Park, Eager Park and CA Irvin Park	Yes	4 hours

Mobile Food Facility – Processing- A processing mobile food facility is any vehicle where foods are processed by cooking, frying and grilling. Processing mobile food facilities are the typical food truck and require a commissary. A commissary consists of an establishment with a licensed kitchen (as licensed by the Public Health Department) where food is prepared, stored, equipment is cleaned and stored, and waste is disposed of. Narrow streets, limited off-street parking, and open drains in the City present safety hazards for food trucks and the public as a whole. Open drains refer to drainage systems that are not covered or enclosed, including open ditches or trenches, stormwater drains, and gutters and channels. These open drains can lead to various issues, including health

and sanitation concerns due to the potential collection of debris, waste, and hazardous materials, which can cause contamination and sanitation issues. They also pose physical hazards as tripping hazards for pedestrians and can be dangerous for vehicles, especially large ones like food trucks. Additionally, open drains can become blocked with debris, leading to waterlogging and pollution, and in the event of a fire, they can complicate firefighting efforts and might exacerbate the spread of fire if flammable materials have accumulated. Furthermore, allowing mobile food processing facilities to operate on private property without stringent regulations can lead to several challenges. These challenges include ensuring that the property is suitable and safe for food truck operations, maintaining adequate sanitation standards, and preventing potential nuisances to neighboring properties. Unregulated operation on private property can also result in conflicts with existing land uses and zoning regulations, creating complications for both property owners and the city. To address these concerns, the ordinance does not allow mobile food vendors processing food to vend from the street or any city right-of-way. Instead, the ordinance requires that these types of facilities operate with a temporary use permit, which must be issued and renewed annually. Through the temporary use permit, staff would ensure that processing mobile food facilities comply with the established regulations and are monitored for adherence to safety and health standards. The Zoning Map detailing the approved zones for Mobile Food Facilities Vending is attached as *Attachment B*. The vending site shall be paved and have sufficient parking to accommodate the food truck and existing uses at the property, if any. Additionally, site furniture would be limited to portable tables and chairs. If the facility will be conducting business in one location for a period longer than one hour, a restroom must be provided within 200-feet of the site.

Mobile Food Facility – Non-Processing- Mobile food facilities that are considered "non processing" involve pre-packaged foods (i.e. chips, ice cream, and candy). Examples of these types of food vendors include ice cream trucks, and paleta carts. Ice cream trucks and paleta carts are not allowed to vend from private property and are only allowed to vend from the right of way for no more than one (1) hour.

Restrictions for all Mobile Food Categories

Restrictions have been incorporated into the ordinance to ensure aesthetic concerns are addressed. Signage will be restricted and limited, as the only signage to be allowed is required to be attached on or in the mobile food facility. Wind feathers, banners and other signage is prohibited. Vehicle signage identifying directional information is also prohibited if the vehicle with the display is not used for business activities. Sound amplifying equipment is required to comply with the noise limits established in the City Code and the selling of alcohol is also prohibited. Food vendors are also not allowed to verbally solicit pedestrians or persons in vehicles.

Vending in four of the City's public parks (Joshua Park, Eager Park, Anthony Redondo Park and CA Irvin Park) will be allowed with authorization from the Parks and Recreation Division. It is anticipated that many vendors will want to sell from City parks, thus, a clause has been incorporated that the City reserves the right to rotate vendors on a monthly basis. This rotational system ensures that multiple vendors have the chance to operate in these prime locations, providing variety to park visitors. Allowing food vendors on the sidewalks adjacent to public parks enhances the overall experience for park visitors by providing convenient access to a variety of food options. This can make park visits more enjoyable for families, individuals, and groups who spend time at

these recreational areas. Food trucks on the sidewalks near parks can serve as a focal point for community gatherings and events, fostering a sense of community and encouraging social interaction among residents. This can also lead to increased use of park facilities and greater community participation in park programs and activities. By allowing vending in specific parks, the City can ensure that food vendors operate in a controlled and organized manner. This helps maintain cleanliness, order, and safety within the parks, while also providing a structured environment for vendors to conduct their business.

Planning Commission Recommendations

A public hearing before the Planning Commission was held on July 24, 2024. Mobile Food Facilities' vendors spoke in favor of the long-awaited ordinance, but expressed the challenges the ordinance presented. After a lengthy discussion, the Commissioners revised:

1) The operating time limitations to allow vendors the additional time for setup and take down to eight hours, not to extend past 11:00 p.m.
2) Expanding the vending zones to include processing from the right of way citywide.
3) The fee structure to a one-time temporary use permit fee if the applicant maintains a current city business license without a lapse in coverage dates.
4) The language has been updated to replace "parking on a paved surface" with "parking on an all-weather road surface."

Upon revising Ordinance per the Planning Commission's instructions and from a question raised at the meeting, staff found it necessary to incorporate additional language to clarify the difference between a catering mobile food facility and a vending mobile food facility within the ordinance. This distinction is important because catering mobile food facilities typically serve pre-arranged events and may have different operational needs and regulations compared to vending mobile food facilities, which serve the general public from various locations.

The chart below summarizes the revisions made to the ordinance by the Planning Commission:

CATEGORY	ZONES ALLOWED	ALLOWED TO VEND ON PUBLIC RIGHT OF WAY	TIME LIMIT
Processing (i.e. Food Trucks)	Commercial and Industrial Zones	Yes	8 hours
Non-Processing (Ice cream trucks, paleteros)	Non-private property citywide	Yes	8 hours
Non-Processing (Ice cream trucks, paleteros)	Joshua Park, Anthony Redondo Park, Eager Park and CA Irvin Park	Yes	8 hours

Environmental Determination

Staff has reviewed the environmental compliance and determined that there is no possibility that the proposed ordinance may have a significant adverse effect on the environment. Therefore, the project was deemed exempt subject to Section 15268 of the CEQA Guidelines which pertains to ministerial projects.

Public Notification

The first public hearing scheduled for September 4, 2024, was duly noticed in the Holtville Tribune and Calexico Chronicle, newspapers of general circulation, on August 22, 2024.

Recommendation

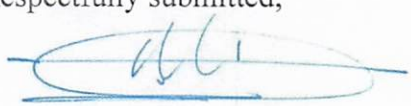
Staff recommends that the City Council ratify Mobile Food Facilities Ordinance and Zoning Text Amendment.

Attachments

- Attachment A – Mobile Food Facilities Ordinance
- Attachment B – Map of approved Zones for Mobile Food Facilities Vending
- Attachment C – Mobile Food Facilities approved by Imperial County Public Health
- Attachment D – Revised Planning Application incorporating a Temporary Use Permit for Mobile Food Facilities
- Attachment E – Executed Resolution PC2024-06

Prepared by: Yvonne Cordero, Planner

Respectfully submitted,



Othon Mora
Community Development Director

ATTACHMENT A

ORDINANCE NO 829

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL AMENDING THE CODIFIED ORDINANCES REGARDING FOOD AND FOOD ESTABLISHMENTS AND TEMPORARY USES FOR MOBILE FOOD FACILITIES

The City Council of the city of Imperial does ordain as follows:

Section 1: Zoning Text Chapter 24 Section 24.11.120 Temporary Use Regulations is hereby amended to include:

24.11.120 (N) Mobile Food Facilities.

Section 2: Article IV (Food and Food Establishments) is hereby amended to include to read as follows:

Chapter 9, Article IV
Mobile Food Facilities

Section 9-26 Findings
Section 9-27 Purpose and intent
Section 9-28 Definitions
Section 9-29 Public health department permit requirement
Section 9-30 Business license requirement
Section 9-31 Temporary permit for a mobile food facility required
Section 9-32 Application process
Section 9-33 Health and safety investigation and inspection
Section 9-34 Vendor's temporary permit for mobile food facility issuance
Section 9-35 Vendor's permit denial and renewal
Section 9-36 Revocation
Section 9-37 Mobile food facility regulations
Section 9-38 Prohibited conduct for mobile food facilities
Section 9-39 Temporary uses and special events
Section 9-40 Public nuisance declaration.
Section 9-41 Criminal penalties
Section 9-42 Severability

9-26 Findings.

The City Council adopts this article based upon the following findings:

(a) In accordance with section 12-1 of the City Code, businesses operating within the city require a city-issued business license.

(b) Uses not specifically listed as permitted or prohibited shall be deemed to be prohibited unless determined to be a use similar in development characteristics. Mobile food vendors are currently unlisted and therefore, prohibited.

(c) The state has enacted sections 114294-114327 of the Health and Safety Code with detailed rules and regulations pertaining to the operation of mobile food facilities. This ordinance hereby adopts all definitions and regulations stipulated in sections 114294-114327 of the Health and Safety Code, or as modified by reference. Moreover, the Division of Environmental Health of the Imperial County Public Health Department or designee will enforce sections 114294-114327 of the Health and Safety Code, as modified.

(d) To protect the public health, safety, and welfare, it is the desire of the City Council to modify the City Code to recognize and regulate mobile food facilities consistent with the Health and Safety Code by listing said facilities in the City Code.

(e) This article is found to be categorically exempt from environmental review pursuant to CEQA guidelines section 15061(b)(3) in that the council finds and determines that there is nothing in this article or its implementation that could foreseeably have any significant effect on the environment.

9-27 Purpose and intent.

It is the purpose and intent of this article to regulate the licensing requirements, hours of business, and location of operations for mobile food vendors in order to promote the health, safety, and general welfare of residents and businesses within the city. Mobile Food Facilities shall be authorized to operate on private property with a city-issued temporary permit for a mobile food facility issued by the City of Imperial Community Development Department. Mobile Food Facilities parked on public property shall maintain a City of Imperial business license and shall abide by all vehicle code parking regulations.

9-28 Definitions.

For the purpose of this article, the definitions set forth in California Health and Safety Code sections 114294-114327, unless otherwise set forth herein.

9-29 Public health department permit requirement.

All mobile food facilities shall receive a permit and all authorizations required by the Imperial County Public Health Department. The City shall have the discretion to not accept an application for a temporary permit for a mobile food facility until the Imperial County Public Health Department has issued all permits to the applicant.

9-30 Business license requirement.

All mobile food facilities shall be required to apply for and obtain a business license pursuant to Chapter 12 of the City Code. A business license shall be required for the mobile food business facility, and a business license certificate shall be displayed within plain view at each facility.

9-31 Temporary permit for a mobile food facility requirement.

No person shall operate or cause the operation of a mobile food facility on private property in the city without a temporary permit for a mobile food facility issued pursuant to this chapter and any other license or permit required under any other chapter of this Code. The temporary permit for a mobile food facility will be valid with a one-time temporary permit fee payment, so long as the City's annual business license remains active and without any lapse in coverage dates.

9-32 Application process.

Any person desiring to obtain a temporary permit for a mobile food facility on private property that involves processing of food shall obtain a temporary permit for a mobile food facility application from the Community Development Department. Permit issuance fees required under this chapter shall be in addition to any license, permit or fee required under any chapter of this Code.

9-33 Health and safety investigation and inspection.

At any time, the city shall have the ability to inspect and re-inspect the applicants or approved mobile food facility(ies) if it is determined that such inspection or re-inspections are necessary to ensure the health and welfare of the public.

9-34 Vendor's temporary permit for mobile food facility issuance.

The Community Development Director or designee(s), within thirty (30) days, shall grant the vendor's temporary permit for mobile food facility if the Community Development Director or designee finds that all of the following requirements have been met:

(1) The required fees have been paid;

(2) The application conforms to all the provisions of this chapter and other chapters of the Code;

(3) The applicant has not knowingly made a material misrepresentation of fact in the application; and

(4) The applicant has fully cooperated in the investigation of the application.

9-35 Vendor's permit denial and renewal.

(a) If the Community Development Director or designee finds that the requirements set forth in section 24.11.120 (N) have not been met, the Community Development Director or designee shall deny the application for a temporary permit for a mobile food facility. In the event, the application is denied by the Community Development Director or designee, written notice of such denial shall be given to the applicant specifying the basis for such denial and served through U.S. Mail to the address listed in the application. Notice of denial shall be deemed to have been served, if, in fact, it is personally served to the applicant or five (5) days after such notice is deposited in the United States mail with prepaid postage and addressed to the applicant as forth in the application.

(b) Any applicant whose application for a temporary permit for a mobile food facility has been denied by the Community Development Director or designee may submit an appeal in writing to the City Clerk within fifteen (15) days of such denial. Appeals will be heard by the City Council.

(c) The city reserves the right to terminate the temporary permit for a mobile food facility if the permittee is in violation of any federal, state or local laws.

9-36 Revocation.

(a) Any temporary permit for mobile food facility may be suspended or revoked by the Community Development Director or designee for any of the following reasons:

(1) Falsehood of any information supplied by the permittee upon which issuance of the permit was based;

(2) Failure of the permittee to notify the Community Development Director or designee within two (2) weeks of any change occurring subsequent to the issuance of the permit in the information supplied by the permittee upon which issuance of the permittee was based;

(3) Failure of the permittee, or of any employees or subcontractors of the permittee, to comply with the City Code; or

(4) Violation by the permittee, or any employee, subcontractor or independent contractor of the permittee, of any state law or municipal ordinance while in the course of conducting vending operations from mobile food facilities that process foods (e.g., cooking, frying, grilling, etc.)

(b) No such suspension or revocation shall become effective until the permit holder has been notified and acknowledged in writing of the right of such permit holder to appeal the suspension or revocation. Notification of the permit holder shall be made either by personal delivery or by certified or registered mail, return receipt requested, address to the permit holder at such permit holder's residence address as set forth on the temporary permit for a mobile food facility application. If an appeal is filed, the suspension or revocation shall be stayed and shall become effective only upon decision of the City Council. The suspension or revocation shall become effective after the timely appeal period has expired. The appeal shall be in writing and filed with the City Clerk within fifteen (15) days of effective date of suspension or revocation.

(c) No person whose permit is revoked shall be eligible to apply for a new permit for a period of one (1) year following such revocation.

9-37 Mobile food facility regulations.

(a) Each mobile food facility shall have a current public health department health inspection permit, and valid Imperial business license posted in a conspicuous location visible to the public.

(b) Regulations for mobile food facilities, processing food:

(1) *Eligible zones.* Mobile food facilities that process foods for vending, which involve cooking, frying, and grilling are allowed operate on private property and from the right-of-way for a duration not to exceed eight (8) hours, and not to extend past eleven (11) p.m. Written authorization from the property owner(s) within the following zoning designations: C-1 (Commercial Neighborhood), C-2 (Commercial General), VC (Village Commercial), I-1 (General Industrial), I-2 (Rail Served Industrial) is required. Mobile food facilities that process foods involving cooking, frying, and grilling are allowed to operate from the right-of-way and on private property for contracted catering services during private social events within residential zones.

(2) *Vending from the right-of-way.* Processing mobile food facilities are allowed to park and operate on the public right-of-way for no more than eight (8) hours except when the following apply:

a. When the posted speed limit on the public street is greater than thirty-five (35) miles per hour;

b. When the mobile food facility is parked in violation of any other provision of this Code, or the California Vehicle Code;

c. When the prospective customer is located in that portion of the street or alley which is open to vehicular traffic.

(2) *Site furniture.* Tables and chairs shall be allowed within the mobile food facility's designated space as defined in the site plan. Tables and chairs shall not be permanently affixed and shall be moveable. Portable restrooms, fences, or other site furniture (permanent or otherwise) shall be prohibited.

(3) *Parking and parking lot requirements.* The site where a mobile food facility is parked shall consist of an all-weather road surface with adequate lighting and parking and be maintained in a safe and clean manner at all times.

(4) *Exterior storage and refuse.* Exterior storage, equipment or materials associated with the mobile food facility is prohibited, unless expressly allowed in this article. All refuse shall be removed from the vending site and properly disposed of within thirty (30) minutes of the close of vending for the day at the site. A minimum of two (2) thirty-two (32) gallon litter receptacles and one (1) thirty-two-gallon organic waste receptacle within fifteen (15) feet of the vehicle shall be provided. The receptacles will serve both employees and customers. All refuse shall be transported back to the commissary for proper disposal.

(5) *Signage.* Signs placed in or on the mobile food facility are permitted. Banners, windfeathers, vehicle signs or other free-standing signage is prohibited. Vehicle signs used for the purpose of identifying an on-site business, directional information to an on-site business are prohibited if the vehicle on which the sign is displayed is not used for business activities and the primary purpose of such vehicle is the display of signs.

(6) *Accessibility.* The mobile food facility shall maintain vehicular and pedestrian circulation and access consistent with the Americans with Disabilities Act and all local and state regulations.

(7) *Restroom requirements.* Mobile food facilities that are parked and are conducting business in one (1) location for a period longer than one (1) hour must be situated within two hundred (200) feet travel distance of a legally approved restroom. Portable restrooms shall be prohibited for the use of employees or customers.

(8) *Special events.* Mobile food facilities operating as part of a special event permitted by the city shall comply with the requirements of the approved permit for that specific event.

(c) Regulations for non-processing mobile food facilities:

(1) *Eligible zones.* Non-processing mobile food facilities are those that sell pre-packaged foods. These types of mobile food facilities typically include ice cream trucks, and paleta carts. Ice cream trucks and paleta carts are not allowed to be stationary for more than eight (8) hours. Non-processing mobile food facilities selling pre-packaged foods are allowed to operate from the right-of-way citywide and on private property for contracted catering services during private social events within residential zones.

(2) *Vending from the right-of-way.* Non-processing mobile food facilities where foods are commercially pre-packaged are allowed to park and operate on the public right-of-way for no more than eight (8) hours, except when the following apply:

a. When the posted speed limit on the public street is greater than thirty-five (35) miles per hour;

b. When the mobile food facility is parked in violation of any other provision of this Code, or the California Vehicle Code;

c. When the prospective customer is located in that portion of the street or alley which is open to vehicular traffic.

(3) *Site furniture.* No site furniture shall be allowed.

(4) *Noise.* Sound from ice cream trucks shall comply with the noise regulations of the residential zone.

(5) *Special events.* Non-processing mobile food facilities operating as part of a special event permitted by the city shall comply with the requirements of the approved permit for that event.

(6) *Vending in public parks or facilities.* Non-processing mobile food facilities desiring to vend from public parks or facilities are required to obtain a permit from the Parks and Recreation Division. The city reserves the right to rotate vendors on a monthly basis.

a. Non-processing mobile food facilities are permitted to operate on sidewalks directly adjacent to Eager Park, Anthony Redondo Park, CA Irvin Park and Joshua Park.

b. Non-processing mobile food facilities permitted to operate on sidewalks directly adjacent to the above-listed parks may sell goods for a duration not exceeding eight (8) hours and must not extend beyond 10:00 PM.

9-38 Prohibited conduct for mobile food facilities.

(a) No food shall be displayed or sold from any place other than the permitted mobile food facility at any time. No additional tables shall be allowed for sales, storage, preparation or distribution in the area adjacent to the mobile food facility except when operating at an approved community event or with prior approval from the department of public health.

(b) No person shall operate, or cause to be operated, any mobile food facility with sound amplifying equipment; unless it complies with the noise limits established in City of Imperial's General Plan Noise Element.

(c) No lighting, except localized lighting that is used on or in the mobile food facility for the purpose of inside food preparation and menu illumination.

(d) No signs other than those exhibited on or in the mobile food facility.

(e) No selling or serving of alcohol.

(f) No verbal solicitation of business from pedestrians or persons in vehicles, and no sale to persons in vehicles.

(g) No obstruction or interference with the free flow of pedestrian or vehicular traffic, including but not limited to access to or from any parking lot, business, public building, or dwelling unit.

(h) The mobile food vendor shall not discharge any liquid (e.g., grease, oil, water) onto or into city streets, storm drains, catch basins, or sewer facilities.

(i) No restriction of visibility area sight distance at any driveway or intersection.

(j) No mobile food facility operating on private property that processes foods shall be stationary for a period longer than twelve (12) hours. The mobile food facility shall be removed from the business location(s) daily and shall be stored at the commissary's location or other location approved by the city.

9-39 Temporary uses and special events.

Mobile food vending as part of a special event shall be subject to the special event permitting requirements of the Parks and Recreation Division.

9-40 Public nuisance declaration.

Any violation of this article is hereby declared to be unlawful and a public health nuisance and may be abated by the city, irrespective of any other remedy provided in this chapter.

9-41 Criminal penalties.

(a) Any person violating any provision of this article shall be guilty of an infraction or misdemeanor as hereinafter specified. Such individual shall be deemed guilty of a separate offense per day during which any violation of this article is committed or allowed to exist.

(b) Any individual convicted of a violation of this article shall be:

(1) Guilty of an infraction and punished by a fine of not less than fifty dollars ($50.00), but not exceeding one hundred dollars ($100.00) for the first offense.

(2) Guilty of an infraction and punished by a fine of not less than one hundred dollars ($100.00), but not exceeding two hundred dollars ($200.00) for the second offense.

(3) The third and subsequent offenses shall constitute misdemeanor and shall be punishable by a fine of not less than five hundred dollars ($500.00), but not exceed one thousand dollars ($1,000.00), imprisonment of up to six (6) months in the county jail, or both.

(4) Notwithstanding subsections a) and b) above, the first or second offense may be charged and prosecuted as misdemeanor.

(c) Payment of any penalty herein shall not relieve any individuals from the responsibility of correcting the violations as found by the enforcement officer.

(d) Any person found not in compliance with state law and/or this article is subject to citation, permit suspension/revocation, lien, or other legal action as deemed necessary by the city or public health department.

9-42 Severability.

The provisions of this article are hereby declared to be severable. If any provision, clause, word, sentence or paragraph of this article, or the application thereof, to any person, establishment or circumstance shall be held invalid, such invalidity shall not affect the other provisions of this article.

SECTION 2: This ordinance shall take effect thirty (30) days after its adoption. The City Clerk or his/her duly appointed deputy, shall certify to the adoption of this Ordinance and shall cause this Ordinance to be published as required by law.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Imperial, this 4th day of September 2024.

_____

Robert Amparano, Mayor

ATTEST:

_____

City Clerk

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL)
CITY OF IMPERIAL)

I, _____, City Clerk of the City of Imperial, do hereby certify that the foregoing Ordinance No. _____had its 1st reading on _____, 2024 and was passed by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN: MOTION CARRIED

I, _____, City Clerk of the City of Imperial, do hereby certify that the foregoing Ordinance No. _____had its 2nd reading on _____, 2024 and was passed by the following roll call vote:

AYES:

NOES:

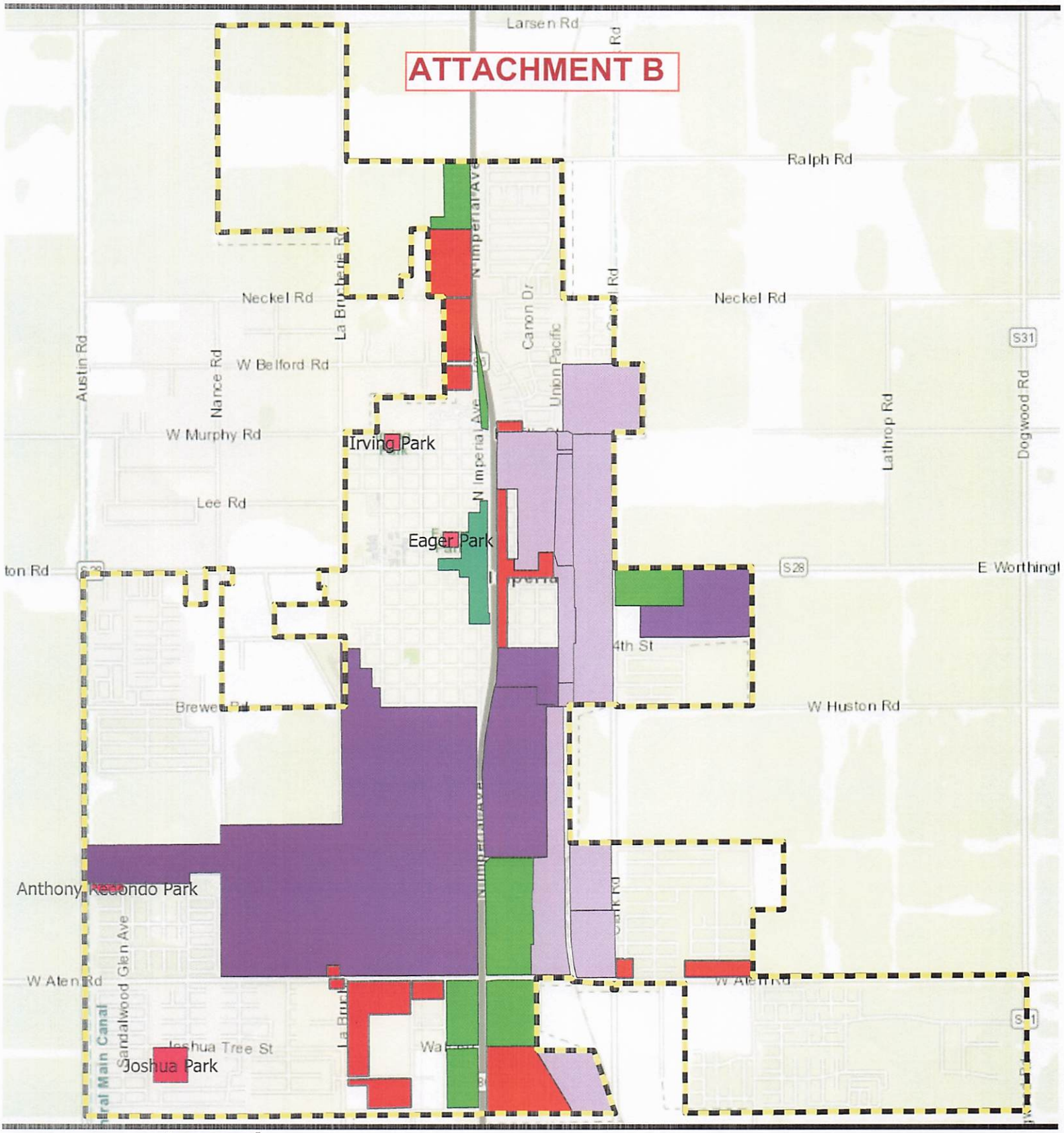
ABSENT:

ABSTAIN: MOTION CARRIED

____, CITY CLERK

CITY OF IMPERIAL, CALIFORNIA

Mobile Food Facilities Ordinance Approved Areas



ATTACHMENT C

Facility ID	Record ID	Facility Name and Site Address	City	Program/Element	Program Identifier	Permit Status	From Date	To Date	Entered Date	Phone	
FA0010408	PR0028706	Chato's Food Truck 24 W Pheasant St	Heber	1615 - Mobile Food Facility - Processing Permit	Full Prep. - 1983 Blue Chevy, CA Lic# 16415N3	03 - PENDING			6/13/2024	7606044851	
FA0010395	PR0028660	Tacos de Guisado "Los Chakis" 572 Bowker Rd	Calexico	1518 - Compact Mobile Food Operation- Non-Processing	Non Processing- CMFO	01 - ACTIVE	6/20/2024	12/31/2024	6/4/2024	7604831857	
FA0010363	PR0028561	Californitacos 251 Foxtrail Dr	El Centro	1615 - Mobile Food Facility - Processing Permit	Full Prep. - Red Trailer Lic.# 4VM9713	03 - PENDING			4/29/2024	6195814665	
FA0010053	PR0027993	Crazy Taco's 626 W Hamilton Ave Apt A	El Centro	1518 - Compact Mobile Food Operation- Non-Processing	Non Processing- CMFO Unit 2	01 - ACTIVE	2/2/2024	12/31/2024	1/19/2024	4422312899	
FA0004572	PR0027973	Brother's Produce 660 Lincoln Ave	Calexico	1614 - Mobile Food Facility - Non Processing Permit	Non Prep. -2013 Brown GMC Sierra Truck, CA Lic# 33740H2	01 - ACTIVE	1/18/2024	12/31/2024	1/17/2024	7606750727	
FA0010151	PR0027557	Chitos Fruit & Hot Dog 1492 Orchard Ave Apt 17	Coachella	1615 - Mobile Food Facility - Processing Permit	Full Prep.- Red, 2018 Apach, CA Lic# 4RT8232	01 - ACTIVE	1/16/2024	12/31/2024	10/30/2023	7606994451	
FA0010130	PR0027423	Glamis Speed Shop 650 Terrace Dr	San Dimas	1686 - Mobile Food Facility - Limited Food Prep	Limited Prep. - 40 Ft. Container #978392	01 - ACTIVE	1/9/2024	12/31/2024	10/19/2023	9515384571	
FA0010122	PR0027387	Rich's Beef 1047 Calle Luna	Brawley	1614 - Mobile Food Facility - Non Processing Permit	Non Prep. - Gray 2005 Weck Trailer, CA Lic# 1NV4701	01 - ACTIVE	2/9/2024	12/31/2024	10/17/2023	6233834720	
FA0009925	PR0027237	Antonios Baja Catch 22 56 W Rocking Horse Dr	Heber	1615 - Mobile Food Facility - Processing Permit	Full Prep.- Vehicle Lic# 4VP3611	01 - ACTIVE	1/1/2024	12/31/2024	10/9/2023	7606629742	
FA0010053	PR0027116	Crazy Taco's 626 W Hamilton Ave Apt A	El Centro	1518 - Compact Mobile Food Operation- Non-Processing	Non Processing- CMFO	01 - ACTIVE	1/18/2024	12/31/2024	9/13/2023	4422312899	
FA0010047	PR0027094	The Taco Pit 1090 S Dogwood Rd	El Centro	1615 - Mobile Food Facility - Processing Permit	Full Prep. - 2023, Black Trailer CA Lic #4VP2494	01 - ACTIVE	1/29/2024	12/31/2024	9/11/2023	7602343666	
FA0009999	PR0026989	Mexico Taco 2050 County Club Dr	Holtville	1615 - Mobile Food Facility - Processing Permit	Full Prep. - White Trailer, CA Lic#4VG6745	01 - ACTIVE	1/3/2024	12/31/2024	8/17/2023	7603345087	
FA0010001	PR0026993	Taco King 2050 County Club Dr	Holtville	1615 - Mobile Food Facility - Processing Permit	Full Prep. - Blue Trailer, CA Lic#4VG6737	01 - ACTIVE	1/3/2024	12/31/2024	8/17/2023	7603345087	
FA0002998	PR0026936	California Fruit Delites 646 S 1st St	El Centro	1686 - Mobile Food Facility - Limited Food Prep	Limited Prep. - Navy Blue 2005 Chevy Van, CA Lic# 46808D3	01 - ACTIVE	1/1/2024	12/31/2024	7/12/2023	7604578424	
FA0002998	PR0026937	California Fruit Delites 646 S 1st St	El Centro	1686 - Mobile Food Facility - Limited Food Prep	Limited Prep. - White 2000 Ford E-150 Van, CA Lic# 28972A2	01 - ACTIVE	1/1/2024	12/31/2024	7/12/2023	7604578424	
FA0008475	PR0026915	Dune an Sea Mobile Espresso 1000 Pater St	Brawley	1519 - Compact Mobile Food Operation- Limited Prep.	Limited Prep.- CMFO Inside Back to Eden Juice	01 - ACTIVE	1/30/2024	12/31/2024	7/5/2023	7602225422	
FA0006162	PR0026802	Hot Dogs El Unico 416 Chisolm Tr	Imperial	1686 - Mobile Food Facility - Limited Food Prep	Limited Prep.- Hot Dog Cart	01 - ACTIVE	1/9/2024	12/31/2024	5/10/2023	7605565422	
FA0009894	PR0026779	Jesus King Produce 1855 W Main St Apt 110	El Centro	1614 - Mobile Food Facility - Non Processing Permit	Non Prep.- 2013 Dodge Minivan, CA Lic# 9CDU985	01 - ACTIVE	1/22/2024	12/31/2024	5/2/2023	7608865548	
FA0006000	PR0026564	Tony's Produce 304 Dealwood Rd	El Centro	1614 - Mobile Food Facility - Non Processing Permit	Non Prep. - Flat bed trailer with rails Lic. # 4MP5767	01 - ACTIVE	1/1/2024	12/31/2024	3/20/2023	7604575589	
FA0002164	PR0026214	Calexico Produce 112 E Main St	Heber	1614 - Mobile Food Facility - Non Processing Permit	Non Prep. - Chevy 2010 VN, CA Lic# 57359E1 -Whole Produce Only	01 - ACTIVE	1/31/2024	12/31/2024	1/25/2023	7604555359	
FA0009748	PR0026191	Mi Casita Food Truck 337 W D St	Brawley	1615 - Mobile Food Facility - Processing Permit	Full Prep. - 2019 White Trailer, CA Lic#4RV3763	01 - ACTIVE	1/16/2024	12/31/2024	1/19/2023	7602623257	
FA0004572	PR0026177	Brother's Produce 660 Lincoln Ave	Calexico	1614 - Mobile Food Facility - Non Processing Permit	Non Prep. -2001 Chev, CA Lic# 8MCG626	01 - ACTIVE	1/18/2024	12/31/2024	1/10/2023	7606750727	
FA0004237	PR0025831	Monet's Ice Cream 205 E Orange Ave	El Centro	1614 - Mobile Food Facility - Non Processing Permit	Limited Prep.- 2011 White Ford Commercial Van, Lic# 81662D3	01 - ACTIVE	1/1/2024	12/31/2024	11/7/2022	9095437315	
FA0009639	PR0025806	B & N Taco's Catering 1150 Danenberg Dr	El Centro	1615 - Mobile Food Facility - Processing Permit	Full Prep. - 28 ft. trailer, AZ Lic# 89A87K	01 - ACTIVE	1/3/2024	12/31/2024	11/4/2022	7604606999	
FA0009282	PR0025511	K and K's Chilis and Root Beer 1360 N Imperial	El Centro	1686 - Mobile Food Facility - Limited Food Prep	Limited Prep. - Hot Dog Cart/ CA Lic. #4UZ8429	01 - ACTIVE	1/1/2024	12/31/2024	10/7/2022	7609974629	
FA0009536	PR0025364	Pan Comido LLC 219 W Barioni Blvd	Imperial	1614 - Mobile Food Facility - Non Processing Permit	Non Prep. - 2022 Ford VN Commercial CA Lic.# 86165K3	01 - ACTIVE	1/1/2024	12/31/2024	9/12/2022	7604558410	
FA0009536	PR0025365	Pan Comido LLC 219 W Barioni Blvd	Imperial	1604 - Commissary - Annual Health Permit	Commissary for Pan Comido LLC mobile unit	01 - ACTIVE	1/1/2024	12/31/2024	9/12/2022	7604558410	
FA0000506	PR0025265	Jr's Ice Cream 173 E Orange Ave	El Centro	1686 - Mobile Food Facility - Limited Food Prep	Limited Prep- 2007 Chevy Van 2500, CA Lic# 8L36456	01 - ACTIVE	1/1/2024	12/31/2024	8/22/2022	7605545056	
FA0009438	PR0025171	Mighty Blends 371 E Ross Rd Sp. 717	El Centro	1686 - Mobile Food Facility - Limited Food Prep	Limited Prep.- 1987 Green, Chevy, CA Lic# V023140	01 - ACTIVE	1/1/2024	12/31/2024	6/23/2022	7605560177	
FA0009427	PR0025146	What The Fudge Paletas 668 Cactus St	Imperial	1614 - Mobile Food Facility - Non Processing Permit	Non Prep. - Push Cart	01 - ACTIVE	3/6/2024	12/31/2024	6/14/2022	4422369155	
FA0002998	PR0024630	California Fruit Delites 646 S 1st St	El Centro	1614 - Mobile Food Facility - Non Processing Permit	Non Prep. - Red/White 2003 GMC 3500 Van, CA Lic# 7C99105	01 - ACTIVE	1/1/2024	12/31/2024	2/15/2022	7604578424	
FA0009173	PR0024281	Baja Shaved Ice 2313 Ashton Ct	Imperial	1686 - Mobile Food Facility - Limited Food Prep	Limited Prep- 2002 Trailer, CA Lic#4KG1284	01 - ACTIVE	1/5/2024	12/31/2024	11/8/2021	7602226954	
FA0009153	PR0024168	Glamis Food LLC 15680 Village Dr	Victorville	1614 - Mobile Food Facility - Non Processing Permit	Non Prep. - White & orange, 1991 Ford/ Vehicle Lic# 74761K3	01 - ACTIVE	1/11/2024	12/31/2024	10/25/2021	7602419504	
FA0009105	PR0024037	Paradise Embroidery & Screenprinting, LLC 650 W Terrace Dr	San Dimas	1686 - Mobile Food Facility - Limited Food Prep	Limited Prep.- Multicolored trailer, Lic.# 4TT5169	01 - ACTIVE	1/9/2024	12/31/2024	9/23/2021	9515384571	
FA0008749	PR0023983	Flash Dogz 390 Ell St	Brawley	1686 - Mobile Food Facility - Limited Food Prep	Limited Prep.- El Centro, Hot dog cart, Lic. Plate# 4UF6617	01 - ACTIVE	1/29/2024	12/31/2024	9/8/2021	7605545847	
FA0008926	PR0023715	Amy's Snack Shack 137 S Sorenson Ave	Calipatria	1615 - Mobile Food Facility - Processing Permit	Full Prep.- Red Trailer "Amy Snack Shack" logo, AZ Lic# 08A68a	01 - ACTIVE	1/29/2024	12/31/2024	2/26/2021	7605876521	
FA0008848	PR0023553	Dang Brother 4667 Mission Gorge Pl	San Diego	1613 - Mobile Food Facility Process Fee Exempt	Full Prep. - Blue 2002 Ford, CA Lic#58499G7	04 - FEE EXEMPT	12/31/2024	12/31/2024	10/23/2020	6197090331	
FA0008749	PR0023394	Flash Dogz 390 Ell St	Brawley	1686 - Mobile Food Facility - Limited Food Prep	Limited Prep.- Brawley, Hot dog cart, Lic# 4LR1102	01 - ACTIVE	1/29/2024	12/31/2024	3/9/2020	7605545847	
FA0000506	PR0022478	Jr's Ice Cream 173 E Orange Ave	El Centro	1614 - Mobile Food Facility - Non Processing Permit	Non Prep. - 2001 Chevy Van 3500 CA Lic#6N93364	01 - ACTIVE	1/1/2024	12/31/2024	10/17/2019	7605545056	
FA0008475	PR0022138	Dune an Sea Mobile Espresso 1000 Pater St	Brawley	1686 - Mobile Food Facility - Limited Food Prep	Limited Prep.- 1994 Dodge Van, License# 7Y63019	01 - ACTIVE	1/30/2024	12/31/2024	9/6/2019	7602225422	
FA0008475	PR0022139	Dune an Sea Mobile Espresso 1000 Pater St	Brawley	1604 - Commissary - Annual Health Permit	Commissary is Back to Eden Juice	01 - ACTIVE	1/30/2024	12/31/2024	9/6/2019	7602225422	
FA0003936	PR0021960	Yellowman Catering 2623 N Mountainview Rd	Mesa	1686 - Mobile Food Facility - Limited Food Prep	Limited Prep.- White, 24' X 8' Trailer, AZ Lic# 70761F	01 - ACTIVE	1/9/2024	12/31/2024	5/22/2019	4807039563	
FA0008394	PR0021956	Imperial County Historical Society (ICHS) 373 E Aten Rd	Imperial	1615 - Mobile Food Facility - Processing Permit	Full Prep.- 12X60 Commercial Trailer	01 - ACTIVE	1/17/2024	12/31/2024	5/21/2019	7603523211	
FA0002998	PR0021665	California Fruit Delites 646 S 1st St	El Centro	1686 - Mobile Food Facility - Limited Food Prep	Limited Prep.-2010 Chev Cam Van Lic# 50609F2	01 - ACTIVE	1/1/2024	12/31/2024	3/13/2019	7604578424	
FA0004237	PR0021666	Monet's Ice Cream 205 E Orange Ave	El Centro	1686 - Mobile Food Facility - Limited Food Prep	Limited Prep.- 2003 White Ford Commercial Van, Lic# 7W44168	01 - ACTIVE	1/1/2024	12/31/2024	3/13/2019	9095437315	
FA0000506	PR0021668	Jr's Ice Cream 173 E Orange Ave	El Centro	1686 - Mobile Food Facility - Limited Food Prep	Limited Prep.- 1986 White Chevy Van Step Side P30, Lic# 8E59137	01 - ACTIVE	1/1/2024	12/31/2024	3/13/2019	7605545056	
FA0006959	PR0021262	Pablo's Produce 4 W Worthington Rd	Imperial	1614 - Mobile Food Facility - Non Processing Permit	Non Prep. - 2018 White Dodge Ram 25000, Lic# 56025M2	01 - ACTIVE	1/1/2024	12/31/2024	12/31/2018	7606041726	
FA0002998	PR0021206	California Fruit Delites 646 S 1st St	El Centro	1614 - Mobile Food Facility - Non Processing Permit	Non Prep. - 2007 White GMC Van, CA Lic#23419P2	01 - ACTIVE	1/1/2024	12/31/2024	12/18/2018	7604578424	
FA0002290	PR0021067	Jacob's Ice Cream 9694 E 38th Pl	Yuma	1614 - Mobile Food Facility - Non Processing Permit	Non Prep. - Blue 1993 Chevy, Lic#CK04388	01 - ACTIVE	1/5/2024	12/31/2024	11/21/2018	9283666129	
FA0008172	PR0020986	B.T. Express 8143 Medill Ave	El Cajon	1613 - Mobile Food Facility Process Fee Exempt	Full Prep.- Silver 2002 Honda Van, Lic#AHZ1989	04 - FEE EXEMPT	1/1/2024	12/31/2024	11/13/2018	6195045567	
FA0002998	PR0020960	California Fruit Delites 646 S 1st St	El Centro	1614 - Mobile Food Facility - Non Processing Permit	Non Prep. - White Chevrolet Van, Lic# 95491H1	01 - ACTIVE	1/1/2024	12/31/2024	11/9/2018	7604578424	
FA0004143	PR0020569	Daddy's Famous Foods 3531 Buckboard Way	Lake Havazu City	1615 - Mobile Food Facility - Processing Permit	Full Prep.- 28ft. enclosed trailer, multicolor wrap, AZ/Lic# 51844E	01 - ACTIVE	1/9/2024	12/31/2024	10/5/2018	9495334331	
FA0005166	PR0020441	Louie Comic Ice Cream 491 S 4th St	El Centro	1614 - Mobile Food Facility - Non Processing Permit	Non Prep. - 2000 White Ford, CA Lic#7536732	01 - ACTIVE	1/24/2024	12/31/2024	9/4/2018	7603520439	
FA0004237	PR0019307	Monet's Ice Cream 205 E Orange Ave	El Centro	1614 - Mobile Food Facility - Non Processing Permit	Non Prep. - 2005 Yellow Chev Van, CA Lic# 7N74289	01 - ACTIVE	1/1/2024	12/31/2024	12/19/2017	9095437315	
FA0004747	PR0018727	Fire and Ice Sales 21 W Noffsinger Rd	Niland	1615 - Mobile Food Facility - Processing Permit	Full Prep.- Red 2002 Pace AF Trailer, CA Lic# 1MG7192	01 - ACTIVE	1/1/2024	12/31/2024	10/23/2017	7606700214	
FA0007610	PR0018491	Glacier Shaved Ice 1532 W Orange Ave	El Centro	1686 - Mobile Food Facility - Limited Food Prep	Limited Prep. - Wht Trailer, CA Lic#4NJ9427, Shaved Ice & Prepackaged	01 - ACTIVE	1/8/2024	12/31/2024	9/28/2017	7607913261	
FA0004237	PR0016837	Monet's Ice Cream 205 E Orange Ave	El Centro	1614 - Mobile Food Facility - Non Processing Permit	Non Prep. - 2006 White Ford Van CA/Lic.# 33781H2	01 - ACTIVE	1/1/2024	12/31/2024	10/21/2016	9095437315	
FA0004747	PR0015782	Fire and Ice Sales 21 W Noffsinger Rd	Niland	1687 - Mobile Food Facility - Support Unit	Non Prep. - Blue Utility Trailer- Lic.# 4ES3642	01 - ACTIVE	1/1/2024	12/31/2024	2/9/2016	7606700214	
FA0000506	PR0015496	Jr's Ice Cream 173 E Orange Ave	El Centro	1614 - Mobile Food Facility - Non Processing Permit	Non Prep. - 2003 Chev Van, CA Lic# 90305W1	01 - ACTIVE	1/1/2024	12/31/2024	12/29/2015	7605545056	
FA0004747	PR0015250	Fire and Ice Sales 21 W Noffsinger Rd	Niland	1614 - Mobile Food Facility - Non Processing Permit	Non Prep. - White Commercial P-30, Lic# 8D89835	01 - ACTIVE	1/1/2024	12/31/2024	11/18/2015	7606700214	
FA0004747	PR0015015	Fire and Ice Sales 21 W Noffsinger Rd	Niland	1614 - Mobile Food Facility - Non Processing Permit	Non Prep. - Blue Chevy Ice Cream Truck #2/ Lic# 6X83513	01 - ACTIVE	1/1/2024	12/31/2024	10/23/2015	7606700214	
FA0006755	PR0014980	The Pit Stop 23 E Main St	Heber	1615 - Mobile Food Facility - Processing Permit	Full Prep. - 20 ft. White Trailer/ CA Lic#4NZ1662	01 - ACTIVE	1/5/2024	12/31/2024	10/20/2015	7604551790	
FA0006470	PR0013925	Sponge-Bob Ice Cream 201 E Sherman St	Calexico	1614 - Mobile Food Facility - Non Processing Permit	Non Prep. - 1993 White GMC Truck, CA Lic# 7H10138	01 - ACTIVE	1/19/2024	12/31/2024	12/22/2014	7606754633	
FA0002290	PR0013715	Jacob's Ice Cream 9694 E 38th Pl	Yuma	1614 - Mobile Food Facility - Non Processing Permit	Non Prep. - 1984 Chevy, Blue P20, AZ LIC# AVZ5612	01 - ACTIVE	1/5/2024	12/31/2024	11/18/2014	9283666129	
FA0002070	PR0013435	Chiefs Kitchen 298 W 5th St	Westmorland	1615 - Mobile Food Facility - Processing Permit	Full Prep.- White Supreme Trailer, CA Lic# 1LX7447	01 - ACTIVE	1/1/2024	12/31/2024	10/20/2014	7607911241	
FA0006000	PR0012282	Tony's Produce 304 Dealwood Rd	El Centro	1614 - Mobile Food Facility - Non Processing Permit	Non Prep. - Ford Truck, CA LIC#50603B1/ Trailer LIC# 4LR3193	01 - ACTIVE	1/1/2024	12/31/2024	1/2/2014	7604575589	
FA0005270	PR0012277	Spears Hawaiian Shaved Ice 1007 Joshua Ave	Brawley	1615 - Mobile Food Facility - Processing Permit	Full Prep.- Orange Trailer, CA Lic# 4KV4624	01 - ACTIVE	1/31/2024	12/31/2024	12/27/2013	7603445125	
FA0002070	PR0012259	Chiefs Kitchen 298 W 5th St	Westmorland	1687 - Mobile Food Facility - Support Unit	Non Prep. - White Ice Trailer, CA LIC# 4MX4832	01 - ACTIVE	1/1/2024	12/31/2024	12/17/2013	7607911241	
FA0004747	PR0012063	Fire and Ice Sales 21 W Noffsinger Rd	Niland	1687 - Mobile Food Facility - Support Unit	Non Prep. - Commercial Freezer, Reddi-Ice Trailer, CA Lic# 4GJ8691	01 - ACTIVE	1/1/2024	12/31/2024	11/25/2013	7606700214	
FA0005806	PR0011435	Franky's Hot Dogs 223 W Main St	El Centro	1686 - Mobile Food Facility - Limited Food Prep	Limited Prep.- Hot Dog Cart	01 - ACTIVE	1/1/2024	12/31/2024	7/18/2013	7602340690	
FA0005270	PR0010524	Spears Hawaiian Shaved Ice 1007 Joshua Ave	Brawley	1615 - Mobile Food Facility - Processing Permit	Full Prep.- 2001 Carson Trailer, CA Lic# 4BZ1187	01 - ACTIVE	1/31/2024	12/31/2024	12/27/2012	7603445125	
FA0005270	PR0010525	Spears Hawaiian Shaved Ice 1007 Joshua Ave	Brawley	1615 - Mobile Food Facility - Processing Permit	Full Prep.- 2007 Aztec Trailer, CA Lic# 4HG3162	01 - ACTIVE	1/31/2024	12/31/2024	12/27/2012	7603445125	
FA0002998	PR0010274	California Fruit Delites 646 S 1st St	El Centro	1614 - Mobile Food Facility - Non Processing Permit	Non Prep. - White/red 2002 Chev Ex.Van 2500, CA Lic#7114752	01 - ACTIVE	1/1/2024	12/31/2024	11/6/2012	7604578424	
FA0002070	PR0009863	Chiefs Kitchen 298 W 5th St	Westmorland	1614 - Mobile Food Facility - Non Processing Permit	Non Prep. - White Trailer, CA Lic# 4HG3775 CA	01 - ACTIVE	1/1/2024	12/31/2024	9/5/2012	7607911241	
FA0005405	PR0009875	Pebbies Ice Cream 201 E Sherman St	Calexico	1614 - Mobile Food Facility - Non Processing Permit	Non Prep. - White Ford Econoline, CA Lic# 8P43381	01 - ACTIVE	1/19/2024	12/31/2024	9/5/2012	7606754633	
FA0004701	PR0009854	Jimenez Ice Cream Little Car 516 Seventh St	Calexico	1614 - Mobile Food Facility - Non Processing Permit	Non Prep. - 1971 Chev Truck, CA LIC# SN50945	01 - ACTIVE	1/4/2024	12/31/2024	8/27/2012	7605954605	
FA0005166	PR0009842	Louie Comic Ice Cream 491 S 4th St	El Centro	1614 - Mobile Food Facility - Non Processing Permit	Non Prep. - 1997 Chevrolet, P-30 White Step Van CA Lic# 8U95469	01 - ACTIVE	1/24/2024	12/31/2024	8/15/2012	7603520439	
FA0005166	PR0009353	Louie Comic Ice Cream 491 S 4th St	El Centro	1614 - Mobile Food Facility - Non Processing Permit	Non Prep.- White 1999 Dodge Van, CA Lic# # 6852881	01 - ACTIVE	1/24/2024	12/31/2024	2/24/2012	7603520439	
FA0004701	PR0007661	Jimenez Ice Cream Little Car 516 Seventh St	Calexico	1614 - Mobile Food Facility - Non Processing Permit	Non Prep. - 1971 Amgen, CA Lic# # 2D68866	01 - ACTIVE	1/4/2024	12/31/2024	1/6/2011	7605954605	
FA0004701	PR0007662	Jimenez Ice Cream Little Car 516 Seventh St	Calexico	1614 - Mobile Food Facility - Non Processing Permit	Non Prep. - 1969 International, CA Lic# 1F63466	01 - ACTIVE	1/4/2024	12/31/2024	1/6/2011	7605954605	
FA0003936	PR0005462	Yellowman Catering 2623 N Mountainview Rd	Mesa	1615 - Mobile Food Facility - Processing Permit	Full Prep.- White 24' X 8' TRAILER, AZ Lic# S.10453	01 - ACTIVE	1/9/2024	12/31/2024	6/7/2009	4807039563	
FA0003760	PR0005106	Gonzalez Ice Cream 105 Hell Ct	El Centro	1614 - Mobile Food Facility - Non Processing Permit	Non Prep. - White 1971 Truck, CA Lic# 6J73962	01 - ACTIVE	1/17/2024	12/31/2024	2/26/2009	7604820281	
FA0001185	PR0001781	Rally's Hamburgers 1820 N Imperial Ave	El Centro	1615 - Mobile Food Facility - Processing Permit	Full Prep. - 1989 White Chevy Van, CA Lic# BUFORD 6	01 - ACTIVE	1/19/2024	12/31/2024	12/12/2008	6192953119	
FA0001924	PR0002730	Gourmet Hawaiian Shaved Ice 650 Buena Vista Dr	El Centro	1686 - Mobile Food Facility - Limited Food Prep	Limited Prep.- Trailer 16' x 6', CA Lic# 4HR5356	01 - ACTIVE	1/31/2024	12/31/2024	12/12/2008	7603534826	
FA0002070	PR0002900	Chiefs Kitchen 298 W 5th St	Westmorland	1615 - Mobile Food Facility - Processing Permit	Full Prep.- 1968 Ford Van, CA Lic# 7DMP888	01 - ACTIVE	1/1/2024	12/31/2024	12/12/2008	7607911241	

ATTACHMENT D

Planning Application

Community Development Department
400 South Imperial Avenue, Suite 101
Imperial, CA 92251
Phone (760) 355-1152 | Fax (760) 355-4718

Permit Number _____

Applicant/Owner Information

Applicant: _____
Contact Person: _____
Mailing Address: _____
Email: _____
Phone: _____

Owner Name(s): _____
_____
Mailing Address: _____
Email: _____
Phone: _____

Permit Information

Administrative Review

- ☐ Lot Line Adjustment
- ☐ Parcel Map Waiver
- ☐ Downtown Architectural Permit
- ☐ Off-Site Improvements
- ☐ Temporary Use Permit
- ☐ Temporary Use Permit for Mobile Food Facility
- ☐ Other _____

Commission/Council Review

- ☐ Zoning & Code Text Amendment
- ☐ Zone Change / Pre-Zone
- ☐ General Plan Amendment
- ☐ Planned Unit Development
- ☐ Specific Plan / Specific Plan Amendment
- ☐ Variance
- ☐ Conditional Use Permit
- ☐ Land Use Classification
- ☐ Tentative Map
- ☐ Annexation
- ☐ Other _____

Project Information

Project Location (address): _____
_____
Existing Zoning: _____
Proposed Zoning: _____

Assessor's Parcel Number(s): _____
_____
Parcel/Lot Size: _____
Building Sq Ft: _____

Detailed Project Description (attach additional sheets if necessary): _____
_____
_____

Filing Fees

Every application, request for permit, or request for a planning review or service procedure to the Community Development Department shall include a fee and deposit as prescribed herein. The department shall not accept or receive any such request without the proper fee, and no fee shall be waived by the department.

ATTACHMENT D

Use/Cost of Consultants

The Community Development Department, at the discretion of the Community Development Director, may use or employ outside independent consultants to assist in processing applications, conduct special studies or provide expertise not available within the department.

The cost for such consultants shall be a charge against the project and is in addition to the City's fees. As consultant fees are paid, the applicant may be required to maintain the deposit at a level determined by the Community Development Director. Failure to maintain the required deposit shall result in a cessation in the processing of the subject application. The City shall return that portion of the deposit, if any, remaining at project completion. In accordance with City policy to ensure cost recovery, staff time spent on these projects will be tracked, and developers will be billed based on actual labor, material, equipment, and the indirect cost rate. The deposit amount will be maintained in a City Trust Fund account and used to pay for staff and consultant services on a time and materials basis. If the consultant's services amount exceeds the deposit, the applicant will be billed for the difference. The deposit must be maintained in the full amount as directed by the Community Development Director.

Applicant is responsible for any fees associated with the City of Imperial City Clerk's office and any department required for processing said application from the County of Imperial.

Fire Department Fees are paid and processed separately from the Community Development Department.

Indemnification Agreement

Applicant and Owner agree, as part of and in connection with each and any of the application(s), to defend, indemnify, and hold harmless the City of Imperial ("City") and its officers, contractors, consultants, attorneys, employees and agents from any and all claim(s), action(s), or proceeding(s) (collectively referred to as "proceeding") brought against City or its officers, contractors, consultants, attorneys, employees, or agents to challenge, attack, set aside, void, or annul:

a. Any approvals issued in connection with any of the above described application(s) by City; and/or

b. Any action taken to provide related environmental clearance under the California Environmental Quality Act of 1970, as amended ("CEQA") by City's advisory agencies, boards or commissions; appeals boards or commissions; Planning Commission, or City Council. Applicant's indemnification is intended to include, but not be limited to, damages, fees and/or costs awarded against or incurred by City, if any, and costs of suit, claim or litigation, including without limitation attorneys' fees and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by Applicant, City, and/or parties initiating or involved in such proceeding.

Applicant's defense and indemnification of City set forth herein shall remain in full force and effect throughout all stages of litigation including any and all appeals of any lower court judgments rendered in the proceeding.

After review and consideration of all of the foregoing terms and conditions, Applicant, by its signature below, hereby agrees to be bound by and to fully and timely comply with all of the foregoing terms and conditions.

Executed at _____ California on _____ , 202 _____

Applicant

By: Signature: _____

Printed Name _____

Title: _____

Property Owner
(If different from Applicant)

By: **Signature:** _____

Printed Name _____

Title: _____

Signatures

The undersigned hereby declare and certify that they are all the owners of the property described in this application and that the information stated above and on forms, plans and other materials submitted herewith in support of the application is true and correct to the best of our knowledge.

Applicant

By: Signature: _____

Printed Name _____

Title: _____

Property Owner
(If different from Applicant)

By: Signature: _____

Printed Name _____

Title: _____

ATTACHMENT D

	Materials to be Submitted with Application										
	Application Forms	Proof of Ownership (Deed or Tax Bill)	Title Report (current within 90 days)	Tentative Map ❶	Technical Studies ❷	Vicinity Map	Site Plan ❸	Elevation Plan	Color Renderings / Color Schedule	Other ❹	Fees/Deposit
Annexation	✓	✓	✓	✓	✓	✓	✓			✓	✓
Conditional Use Permit	✓	✓			✓	✓	✓	✓		✓	✓
Downtown Architectural Permit	✓	✓				✓	✓	✓	✓		✓
General Plan Amendment	✓	✓			✓	✓	✓			✓	✓
Land Use Classification	✓	✓				✓	✓				✓
Lot Line Adjustment	✓	✓	✓			✓	✓				✓
Parcel Map Waiver	✓	✓	✓			✓	✓				✓
Planned Unit Development	✓	✓			✓	✓	✓	✓	✓	✓	✓
Sidewalk Permit	✓	✓				✓	✓	✓			✓
Sign Permit	✓	✓				✓	✓	✓			✓
Specific Plan / Specific Plan Amendment	✓	✓			✓	✓	✓			✓	✓
Temporary Use Permit	✓	✓					✓				✓
Temporary Use Permit-Mobile Food Facility	✓	✓					✓			✓	✓
Tentative Map	✓	✓	✓	✓	✓	✓	✓			✓	✓
Variance	✓	✓			✓	✓	✓			✓	✓
Zone Change / Pre-Zone	✓	✓			✓	✓	✓			✓	✓
Zoning & Code Text Amendment	✓	✓			✓	✓	✓			✓	✓
Other	✓	✓								✓	✓

The City of Imperial Community Development Department is digitizing all permitting processes and requests all submittals be emailed to:
communitydevelopment@imperial.ca.gov

❶ Electronic submittal or one (1) hard copy for in-office submittal that will be scanned and returned.

❷ Technical Studies may include, but are not limited to Air Quality Assessment, Biological Resources Study, Cultural Resources Study, Noise Study, and Traffic Impact Analysis. Other Technical Studies may be required based on project description and characteristics.

❸ Electronic submittal or one (1) hard copy for in-office submittal of the Site Plan that will be scanned and returned.

❹ As determined by the Planning Department depending on the project description and characteristics.

ATTACHMENT E

RESOLUTION PC2024-06

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IMPERIAL RECOMMENDING CITY COUNCIL APPROVAL OF THE MOBILE FOOD FACILITIES ORDINANCE AND AMENDMENT OF SECTION 24.11.120 OF THE IMPERIAL ZONING ORDINANCE

WHEREAS, the petition for the Mobile Food Facilities Ordinance was initiated by the City of Imperial; and

WHEREAS, a public hearing was held to establish the Mobile Food Facilities Ordinance as a permitted use in certain Commercial and Industrial zones; and

WHEREAS, the proposed ordinance conforms with the City's General Plan and other development policies; and

WHEREAS, the proposed ordinance is deemed necessary and appropriate at this time and is not likely to be detrimental to property or residents affected by such action; and

WHEREAS, a duly notified public hearing notice was published on July 11, 2024, in the Holtville Tribune, a newspaper of general circulation; and

WHEREAS, a public hearing was held by the Planning Commission on July 24, 2024, to hear testimony for and against the Mobile Food Facilities Ordinance; and

WHEREAS, the Planning Commission considered all testimony, arguments, and written comments submitted, and analyzed the information provided by staff regarding the Mobile Food Facilities Ordinance; and

WHEREAS, the proposed Mobile Food Facilities Ordinance is found to be exempt from the California Environmental Quality Act (CEQA) under Section 15268 for Ministerial Projects.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Imperial recommends approval of the Mobile Food Facilities Ordinance and amendment of Section 24.11.120 of the Imperial Zoning Ordinance as follows:

1. The foregoing recitations are true and correct; and

2. The Mobile Food Facilities Ordinance has been reviewed in accordance with the requirements set forth by the City of Imperial; and

3. Section 24.11.120 of Chapter 24 is hereby amended to read as follows:

    24.11.120 (N) Mobile Food Facilities.

4. The Mobile Food Facilities Ordinance is found to be exempt from CEQA under Section 15268 for Ministerial Projects; and

5. Based on the evidence presented at the public hearing, the Planning Commission hereby **RECOMMENDS APPROVAL TO THE CITY COUNCIL** of the Mobile Food Facilities Ordinance, amendment of Section 24.11.120 of the Imperial Zoning Ordinance and its findings on July 24, 2024.

6. The City Attorney is authorized to make minor typographical changes to this Resolution that do not change the substance of this Resolution.

PASSED, ADOPTED, AND APPROVED by the Planning Commission of the City of Imperial this 24th day of July, 2024.

Planning Commission Chairperson

ATTEST:

City Clerk

Agenda Item No. C-1

DATE SUBMITTED	8/27/24	COUNCIL ACTION	(X)
		PUBLIC HEARING REQUIRED	( )
SUBMITTED BY	Parks and Recreation	RESOLUTION	( )
		ORDINANCE 1ST READING	( )
DATE ACTION REQUIRED	9/4/24	ORDINANCE 2ND READING	( )
		CITY CLERK'S INITIALS	( )

IMPERIAL CITY COUNCIL
AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: PUBLIC GREEN SPACE GRANT FUNDING AGREEMENT WITH THE IMPERIAL IRRIGATION DISTRICT (IID)

1. APPROVE THE PUBLIC GREEN SPACE GRANT FUNDING AGREEMENT AND ACCEPT THE GRANT AWARD OF $14,720.00.

DEPARTMENT INVOLVED: PARKS AND RECREATION

BACKGROUND/SUMMARY:

In June 2024, the Department of Parks and Recreation submitted an application for the Public Green Space Grant that was offered by the Imperial Irrigation District (IID). The Grant focuses on green house reduction and carbon capture. The City was chosen for award in the amount of $14,720.00, the funding would bring 80 new trees to various parks and greenbelts throughout the City which include Savanna Ranch, Eager Park, Sky Ranch, Irving park, Freddie White and Joshua Park. Staff is seeking the City Council's approval to enter into the agreement with the IID.

Please see attached Funding Agreement and Award Letter

FISCAL IMPACT: N/A	FINANCE INITIALS VMS
STAFF RECOMMENDATION: It is the department's recommendation for City Council to approve the funding agreement for the Public Green Space Grant.	DEPT. INITIALS
MANAGER'S RECOMMENDATION: approve	CITY MANAGER's INITIALS

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

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

REFERRED TO:

IID

www.iid.com

A century of service.

August 13, 2024

City of Imperial
Attn: Anthony Lopez
420 S. Imperial Avenue
Imperial, CA 92251

Re: Public Green Space Grants Award Notification

Imperial Irrigation District (IID) is pleased to inform you that your agency's Tree for All Public Green Space Grants application for various parks and green belts as described within the submitted proposal in Imperial, California has been approved. The proposal demonstrates a nexus between essential community improvement needs and project benefits. It also supports IID's initiatives to reduce greenhouse gas emissions and provide resources for greener communities.

This letter acknowledges the grant total of $14,720.00 awarded to your agency. The grant will be issued by check to the applicant's designee in two payments: 50% funding upon award and 50% funding at project completion. Enclosed with this notification is a grant funding agreement document detailing the grant's funding instructions. A copy of the grant recipient's Form W-9 Request for Taxpayer Identification Number and Certification is also required. IID trusts that this grant will assist the agency in achieving the goals and objectives outlined in your application.

Once more, congratulations on your grant award and on the impactful work your agency is performing. IID is grateful for your efforts and looks forward to seeing the positive changes this grant will bring.

Regards,

Joseph A. Denton
Public Benefits Program Specialist
Imperial Irrigation District
333 E. Barioni Blvd, Imperial CA 92251
(760) 482 – 3682 | email: jadenton@IID.com

PUBLIC GREEN SPACE GRANTS

2024 FUNDING AGREEMENT



This Agreement is entered into between the Imperial Irrigation District (IID), and Customer, sometimes individually referred to as a "Party" and collectively as the "Parties."

1. PROJECT DESCRIPTION

This Agreement pertains to the Tree for All, Public Green Space Grants Program Project(s) ["Project(s)"]. IID shall pay Customer monetary incentives in accordance with the terms and conditions of this Agreement.

1.1. DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by this reference and are hereby made part of this Agreement:

i) Customer's Public Green Space Grants Application
ii) The Public Green Space Grants Guidelines
iii) Customer's Proposal, including Scope of Work
iv) Customer's greenhouse gas (GHG) reduction calculator associated with the submitted proposal
v) Customer's executed Funding Agreement

2. ELIGIBILITY

2. 1 Public Green Space Grants funding is limited and is available on a first-come, first-served basis. Funds will be reserved only upon IID approval.

2.2 Projects must meet the following requirements to be eligible for incentives:

i) Project must be nonresidential, government, special district or nonprofit located within IID's service territory;

ii) Projects must meet and / or exceed minimum requirements established in the guidelines and will be evaluated based on these criteria.

3. SUBMITTAL REQUIREMENTS FOR PAYMENT

As a condition of payment, Customer shall submit to IID the documents described below. Required documents include but are not limited to:

3.1 Final summary report of the project outcomes and accomplishments
3.2 Quantities of trees planted
3.3 Various site photos of accomplished works
3.4 Summarized expenses, invoices and/or documents supporting the project costs
3.5 Form W-9 Request for Taxpayer Identification Number and Certification
3.6 Access for site inspections if deemed necessary

4. INSPECTIONS

As a condition of payment, Customer is responsible for ensuring that IID has reasonable access to all proposed project sites for all inspections, pre and post installations.

5. NO REPRESENTATION OF FITNESS:

IID'S OR ITS CONSULTANTS' REVIEW OF THE DESIGN, CONSTRUCTION, OPERATION AND/OR MAINTENANCE OF THE PROJECT AND/OR ASSOCIATED ENERGY EFFICIENCY OR CARBON REDUCTION MEASURES SHALL NOT CONSTITUTE ANY REPRESENTATION BY IID AS TO THE ECONOMIC OR TECHNICAL FEASIBILITY, OPERATIONAL CAPABILITY, SAFETY AND/OR RELIABILITY OF THE PROJECT. CUSTOMER IS SOLELY RESPONSIBLE FOR THE ECONOMIC AND TECHNICAL FEASIBILITY, OPERATIONAL CAPABILITY, SAFETY AND/OR RELIABILITY OF CUSTOMER'S PROJECT.

6. PAYMENTS

Grant payments will be paid to Customer and / or designated third party payee only after all Public Green Space Grants requirements (as set forth in the Rebate Application Form and Guidelines) are met by Customer to IID's reasonable satisfaction. Grant payments shall only be paid on projects that meet standards applicable when this Agreement is signed. IID reserves the right to modify or cancel the funding amount if the project differs from awarded proposal.

6.1 GRANT PAYMENTS – 50% funding upon award and 50% funding at project completion.
6.2 IID will make the final 50% funding at project completion to Customer only after the appropriate final documents have been submitted and approved, and the appropriate inspections of the Project have been satisfactorily completed.
6.3 All planting projects must be completed by December 2, 2024 with final reporting to be submitted by December 19, 2024, as indicated in the Public Green Space Grants Application and Guidelines to be eligible for final grant payments.

7. PENALTIES FOR FAILURE TO PROVIDE REQUIRED CLOSEOUT DOCUMENTS

The initial 50% funding paid by IID to Customer shall be repaid by Customer to IID if the utility does not receive all closeout documents as required. Customer shall repay any funding made by IID within 30 calendar days of notification by IID that repayment is required. IID is entitled to offset against payments owed to Customer any amount due to IID that remains unpaid 40 calendar days after IID'S written demand for payment.

8. TERMS AND TERMINATION LOSS OF FUNDING

The Term of this Agreement shall commence upon the execution. The following are examples of actions that may result in a Grantee's loss of funding. This is not a comprehensive list.

8.1 Grantee fails to execute a grant funding agreement.
8.2 Grantee changes the project scope of work without prior notice to and approval by the IID.
8.3 Grantee fails to complete project.
8.4 Grantee fails to timely submit all documentation within the period specified in the grant agreement.
8.5 Grantee fails to provide project updates as requested.
8.6 Grantee fails to submit final project closed out summary and documents as specified.

Adequate support and maintenance to the project sites shall occur for a period of three years after the date on which the last tree is planted at the proposed location, unless the Parties terminate this Agreement at an earlier date by mutual written agreement.

9. ASSIGNMENT

Neither Party shall assign its rights or delegate its duties without the prior written consent of the other Party, except in connection with the sale or merger of a substantial portion of its properties. Any such assignment or delegation without written consent shall be null and void. Consent to assignment shall not be unreasonably withheld. If an assignment is requested, Customer is obligated to provide IID with information relating to the proposed assignment as requested by IID.

10. PERMITS AND LICENSES

Customer shall obtain and maintain and cause its contractors to obtain and maintain licenses and permits required by federal, state, local, or other relevant governing or regulatory bodies necessary to perform this Agreement. Any failure by Customer or its contractors to maintain necessary licenses and permits constitutes a material breach of Customer's obligations under this Agreement.

11. ADVERTISING, MARKETING AND USE OF IID'S NAME

Customer will allow IID to use and disseminate the program's results in its advertising and marketing of IID's Tree for All, Public Green Space Grants Program. Furthermore, allow for use of the organization's name and / or logo in marketing materials and press releases, social media and to develop a brief customer profile for use by IID on it's website for promotional purposes. The customer further acknowledges that it is not an employee, agent or representative of IID and Customer agrees that it shall make no representations or warranties of any kind to its customers, the public or to any person or entity on behalf of IID.

12. INDEMNIFICATION

Customer shall indemnify, defend and hold harmless, and releases IID, its affiliates, subsidiaries, parent companies (including Imperial Irrigation District), officers, directors, agents and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (1) injury to or death of persons; (2) injury to or destruction of property; (3) violation of local, state, and/or federal law, common law, statute, or regulation, including but not limited to environmental laws or regulations; or (4) strict liability imposed by any provision of law; so long as such injury, violation, or strict liability (as set forth in (1) - (4) above) arises from or is in any way attributable to Customer's performance of, or failure to perform, this Agreement, however caused, regardless of any fault of IID whether active or passive, excepting only such loss, damage, cost, expense, liability, strict liability, or violation of law or regulation that is caused by IID, its officers, managers or employees. Customer acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way attributable to the release or spill of any legally designated hazardous material or waste arising from the performance of this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from strict liability, or violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs incurred as a result of such releases or spills are expressly within the scope of this indemnity.

13. LIMITATION OF LIABILITY

IID shall not be liable for any special, incidental, indirect, or consequential damages to Customer or to any third party or entity based on its performance or failure to perform this Agreement, or any aspect of performance contained herein.

14. INTEGRATION

This Agreement, together with the documents incorporated by reference pursuant to Paragraph 1.1, above, constitutes the entire Agreement and understanding between the Parties as to the subject matter, terms and conditions of the Agreement. It supersedes all prior or contemporaneous Agreements, commitments, representations, writings, and discussions between Customer and IID, whether oral or written, and has been induced by no representations, statements or Agreements other than those expressed herein. Neither Customer nor IID shall be bound by any prior or contemporaneous obligations, conditions, warranties or representations with respect to this Agreement.

15. NO ORAL MODIFICATION OF AGREEMENT

No amendment, modification or change to this Agreement shall be binding or effective unless expressly set forth in writing and signed by an IID representative authorized to execute such an agreement.

16. WRITTEN NOTICE

Any written notice, demand or request required or authorized in connection with this Agreement, shall be deemed properly given if delivered in person or sent by email, nationally recognized overnight courier, or first-class mail, postage prepaid, to the addresses specified below:

IMPERIAL IRRIGATION DISTRICT
Public Benefits Program Specialist
P. O. Box 937
Imperial, CA 92251
Office Number: 760-482-3306
treeforall@iid.com

Notices shall be deemed received (1) if personally or hand-delivered, upon the date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m., or otherwise on the business day following personal delivery; (2) if mailed, three Business Days after the date the notice is postmarked; (3) if by email, followed by telephone notification of transmission by the noticing Party; or (4) if by overnight courier, on the business day following delivery to the overnight courier within the time limits set by that courier for next-day delivery.

17. CONFLICTS BETWEEN TERMS

Should a conflict exist between the main body of this Agreement and the documents incorporated by reference, the main body of this Agreement shall control. Should a conflict exist between an applicable federal, state, or local law, rule, regulation, order or code and this Agreement, the law, rule, regulation, order or code shall control. Varying degrees of stringency among the main body of this Agreement, the Documents Incorporated by Reference, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any conflict or inconsistency concerning this Agreement.

18. GOVERNING LAW

This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State of California. All actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in State court located in the County of Imperial, State of California and/or Federal Court located in the County of Imperial or San Diego, State of California. The aforementioned choice of venue is mandatory, thereby precluding the possibility of litigation between the Parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each Party hereby waives any right it may have to assert the doctrine of forum non conveniens or a similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the Counties of Imperial and San Diego, California, respectively, shall have in personal jurisdiction and venue over each of them for the purpose of litigating any dispute or proceeding arising out of or related to this Agreement. Each party hereby authorizes service of process sufficient for personal jurisdiction in any action against it at the address and in the manner for the giving of notice as set forth in this Agreement.

19. EXECUTION AND EFFECTIVE DATE

This Agreement has been executed by the duly authorized officers of the Parties and shall be effective as of the date of execution.

CUSTOMER

Organization Name: _____

Signature: _____

Name (Print): _____

Title: _____

Date: _____

IID
A century of service.

Agenda Item No. C-2

DATE SUBMITTED	8/22/2024	COUNCIL ACTION	( )
SUBMITTED BY	R. Alejandro Estrada	PUBLIC HEARING REQUIRED	( )
DATE ACTION REQUIRED	9/4/24	RESOLUTION	( )
		ORDINANCE 1ST READING	( )
		ORDINANCE 2ND READING	( )
		CITY CLERK'S INITIALS	( )

IMPERIAL CITY COUNCIL
AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

1. Review and approve the requests on pages 1 and 2 of attached Executive Summary Geo-spatial Technologies.

DEPARTMENT INVOLVED: INNOVATION & TECHNOLOGY

BACKGROUND/SUMMARY:

The Department of Innovation and Technology is prepared to implement geo-spatial technologies to further enhance the City's GIS capabilities. After assessing the City's GIS infrastructure, the GIS Project Manager recommends the following actions:

1. Implement an enterprise-wide GIS system with a centralized database.
   a. Enter into agreement with Esri for software and licensing
   b. Enter into agreement with Esri for initial implementation services
2. Subscribe to a high-resolution aerial imagery provider
   a. Enter into agreement with Nearmap for Data as a Service (DaaS) subscription to high resolution aerial imagery

For more details, please refer to the attached Executive Summary on Geospatial Technologies.

FISCAL IMPACT:

FISCAL IMPACT: $57,800.00
Contract budgeted in the 2024-2025 Municipal Budget;

FINANCE INITIALS: VMS

STAFF RECOMMENDATION:

IT staff recommends the approval of authorization of the City Manager to sign the agreements listed above and disbursement of funds.

DEPT. INITIALS:

MANAGER'S RECOMMENDATION: approve

CITY MANAGER's INITIALS: OHM

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

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

REFERRED TO:

INNOVATION & TECHNOLOGY DEPARTMENT

DIRECTOR
R. Alejandro Estrada

GIS Project Manager
Ramiro R. Ramos

August 23, 2024

TO: Alejandro Estrada, Director of Innovation & Technology
FROM: GIS Project Manager, Department of Innovation & Technology
RE: Executive Summary Geospatial Technologies

Mr. Estrada,

In 2023, the City of Imperial made the strategic decision to invest in implementing a Geographic Information System (GIS) to empower city staff and leaders to make data-driven and informed decisions. This decision marked a significant step toward developing the city's smart city capabilities. As the City's GIS Project Manager, I have assessed our GIS data and capabilities and determined that we are ready to initiate the implementation of specific geospatial technologies to support the continued growth and maturity of the GIS Division.

To fully leverage GIS, the city should implement an enterprise-wide GIS system with a centralized database serving as the master record for the city's geospatial data. In addition, to support anticipated field operations and planning efforts, the city should subscribe to a cloud based high resolution aerial imagery provider. In the attached staff report, we are requesting the following from the City Council:

1. Approve and authorize the City Manager to execute the Small Enterprise Agreement County and Municipality Government (SEACMG) Agreement (software maintenance and licensing support) with Environmental Systems Research Institute Inc. (Esri) for a total amount not to exceed $87,900.00 ($29,300.00 annually for three years) for the period of September 2024, to September 2027.

2. Approve and authorize the City Manager to execute a Professional Services Agreement with Environmental Systems Research Institute Inc. (Esri) for a total amount not to exceed $17,500.00 for ArcGIS Enterprise Implementation (ArcGIS Enterprise Jump Start).

3. Approve and authorize the City Manager to execute the Nearmap Products Agreement with Nearmap US, Inc. for a total amount not to exceed $11,000.00 for a 12-month term,

providing subscription access to high-resolution aerial imagery, oblique imagery, public display licensing, and offline vertical imagery.

The Small Government Enterprise Agreement (SGEA), also known as the Small Enterprise Agreement for County and Municipality Government (SEACMG), enables the city to implement ArcGIS Enterprise. This includes access to ArcGIS Server, Portal, Data Store, and Web Adaptor, as well as unlimited licensing to specific core software to support the expansion of multiple environments for hosting geospatial data layers. These layers can be accessed across the organization from a centralized, secure database.

Centralizing the database minimizes the risks of data duplication, loss, and corruption, ensuring that GIS serves as the master record for the city's spatial assets. The SGEA also provides access to a wide array of configurable tools that offer insights into the city's spatial and non-spatial data through interactive GIS maps, applications, dashboards, and mobile apps.

Additionally, the SGEA grants access to ArcGIS Pro, a powerful desktop application for complex spatial analysis, data layer publishing, and map creation. It includes Server Manager for hosting published data layers, Portal for content and user management, Web Adaptor for managing web traffic, dashboards, an open data hub, and multiple configurable mobile GIS applications.

The ArcGIS Enterprise Jump Start will support the implementation of ArcGIS Enterprise. An Esri consultant will work with the GIS Project Manager, CIO, and Cyber Security Administrator to ensure best practices are followed during implementation and setup. Single sign-on for ArcGIS Portal can be enabled during the Jump Start, and system documentation and support will be provided throughout the implementation.

Nearmap is a cloud-based geospatial information service that provides high-resolution vertical imagery, orthographic imagery, and an oblique imagery viewer. Nearmap updates its aerial imagery at least once per year, providing sub-3" resolution that ensures clear visibility and aids in the accuracy of asset identification. The oblique imagery viewer allows building inspectors to measure the heights and widths of buildings and structures. Offline imagery will enable us to leverage machine learning AI tools for asset identification, potentially offering significant cost savings in labor hours and reducing the need for traffic control procedures that would otherwise be required if performed manually. Nearmap also has plug and play integration with Tyler Technologies, and at least one of the asset/work order management systems we are currently exploring.

The implementation of these geospatial technologies will involve both one-time and recurring annual costs. *Table 1* identifies cost over three fiscal years.

Item	FY 24/25	FY 25/26	FY 26/27	Comment
SGEA	$29,300	$29,300	$29,300	Price locked for 3 years
ArcGIS Enterprise Jumpstart	$17,500	n/a	n/a	One time implementation cost
Nearmap	$11,000	$11,550	$12,128	Potential 5-10% increase annually
Totals	$57,800	$40,850	$41,428	28% cost reduction after initial year by end of year three

Table 1

Implementing the geospatial technologies outlined above will enhance city operations, ensure data reliability, and empower leadership to make data-driven decisions. Furthermore, these technologies will improve transparency and provide the public with insights into city services, assets, capital improvement projects, and major developments, thereby expanding the City of Imperial's smart city capabilities.

I have attached product brochures provided by Esri and Nearmap for more information.

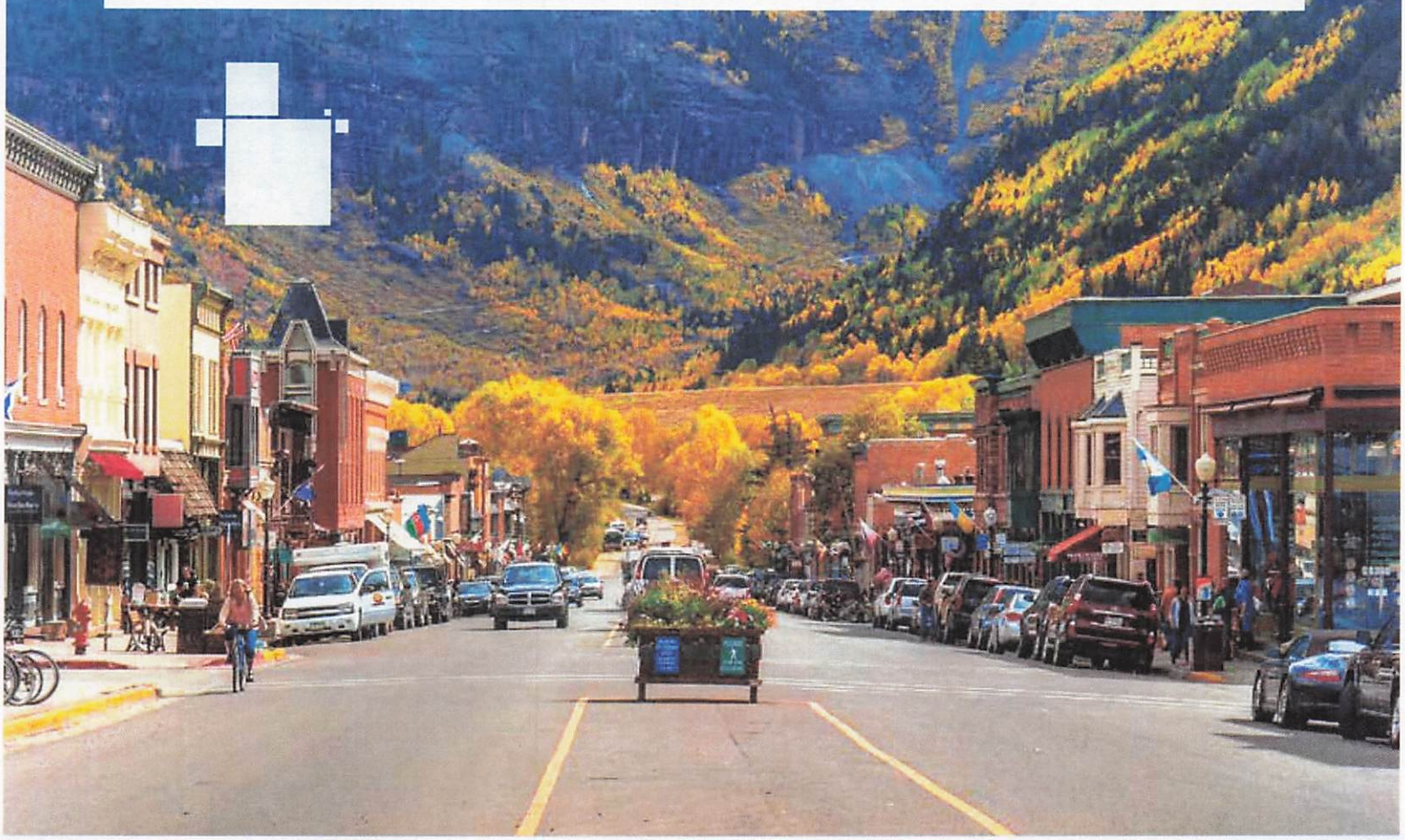
Sincerely,

Ramiro R. Ramos
GIS Project Manager
Department of Innovation & Technology

esri

THE FAST TRACK TO BUILDING SMART COMMUNITIES

BENEFITING FROM THE SMALL MUNICIPAL AND COUNTY GOVERNMENT ENTERPRISE AGREEMENT



GIS: A Foundation for Building Smart Communities

A Better Way to Build a GIS Strategy

Governments clearly understand the benefits of implementing a geographic information system (GIS) for use across multiple disciplines. However, developing an implementation strategy that fits everyone's schedule, software requirements, and training needs can be time-consuming and take considerable coordination and budgeting. A method to streamline the adoption of GIS would ensure that staff get the technology and support when they need it most.

Breaking Down Barriers

Esri has created the program needed by every organization looking to benefit from making data, training, and tools available across multiple departments: the Small Municipal and County Government Enterprise Agreement (SMCGEA). This program is tailored to governments serving **populations of up to 250,000 people** and is perfect for governments looking for a more agile and streamlined GIS procurement process. The only thing needed to move forward is the vision to implement the best solutions for your organization. The time has never been better to look at Esri.



The city created a 3D model to be able to better visualize development in areas of rapid growth. 3D gives planners and the public a different perspective on the changing urban environment.

City of Cambridge, MA
Population approximately: 107,200

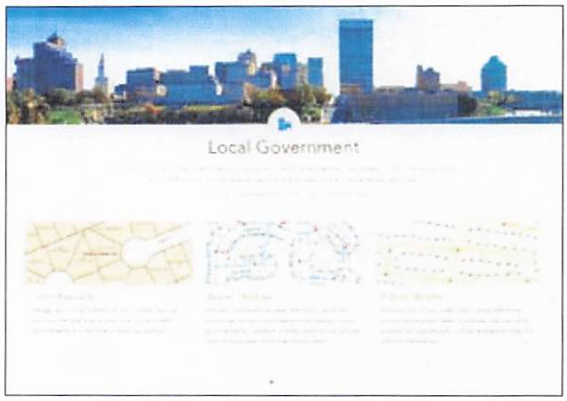


Cambridge is using GIS for several environmental projects. In this example a LiDAR dataset was used to create an urban tree canopy and several urban factors used to assign values for expanding the number of trees to be planted.

The Possibilities Are Endless

Core Software, and COTS Solutions

Today's government agencies are called on to develop smart communities and to be organizations that are open, accountable, innovative, and responsive. Esri's ArcGIS® solutions make all of that possible and more. Hundreds of governments look to the Small Municipal and County Government Enterprise Agreement program to get GIS technology that supports their thriving organizations. Ready-to-use application templates make it easy to create maps for citizens' use—in days, not months. Executive dashboards give elected officials a clear view into operations and progress toward goals. An enterprise agreement (EA) provides all the GIS resources governments require to rapidly accomplish goals and develop smart communities.



Choose from 200+ complimentary applications that help improve government services and enhance citizen engagement.

The SMCGEA program includes the following:

Core Software

Get access to the technology that will serve as the foundation for your organization's GIS strategy. Manage data, run complex analyses, and share your findings in **ArcGIS for Desktop** and **ArcGIS Pro**. Give everyone in your organization access to the maps and tools they need with **ArcGIS for Server**. Model your community in 3D to create a realistic context for proposed scenarios or projects with **Esri CityEngine®**. These fundamental tools and more will give your organization the foundation for smarter, more data-driven decision making.

ArcGIS for Local Government Solutions

Jump-start your smart community with the complimentary **ArcGIS for Local Government** solutions. From posting election results to mapping parks and from reporting code violations to delivering public notifications, this set of more than 200 customizable templates helps you serve the needs of your entire organization.

Web GIS

Included in the program is access to Esri's collaborative, cloud-based system, **ArcGIS™ Online**. This platform provides a place to manage maps, apps, data, and other types of geographic information and easily share that work with colleagues. With access to the following free applications that run on ArcGIS Online, the benefits of an EA keep getting better and better.

- With **ArcGIS Open Data**, you can share data, reports, and information products across departments, with the public, and with stakeholders.
- **Collector for ArcGIS** allows data collection and management in the field, with or without an Internet connection.
- Leveraging **Esri Story Map** apps increases public awareness and information sharing.
- **Survey123 for ArcGIS** turns simple forms into powerful crowdsourcing surveys for data gathering.

Esri Provides Ongoing Support

In addition to core ArcGIS software, EAs include partnership opportunities, developer support, and dedicated technical assistance. Organizations with EAs have access to the following:

Training

Take advantage of in-person instructor-led training and free Esri Virtual Campus classes as well as discounts on additional training. Esri specialists can partner with organizations to determine the best options to equip staff with the knowledge and skills they need. Organizations also receive complimentary registration for the Esri User Conference, where staff can attend technical training sessions and industry-focused presentations.

Esri Developer Network

To support in-house development of applications and prototypes, EA holders get a subscription to the Esri Developer Network (EDN™). This service provides advanced technical support, training, and resources including access to new developer tools and invitations to try out beta releases. EDN subscribers also receive complimentary passes to the Esri Developer Summit and extensive technical support for developers.

ArcGIS for Developers

Developers have access to APIs, software developer kits (SDK), ready-to-use content, and self-hosted solutions that add location information to apps. Offerings include direction and routing services, geocoding, spatial analysis, and GeoEnrichment™.

With an enterprise agreement, you can

- Deploy unlimited core Esri products on demand.
- Lower costs for ArcGIS software and maintenance.
- Reduce GIS administrative and procurement costs.
- Improve operational efficiency with the pervasive use of GIS.
- Always be sure you have the latest release and updates of core software.



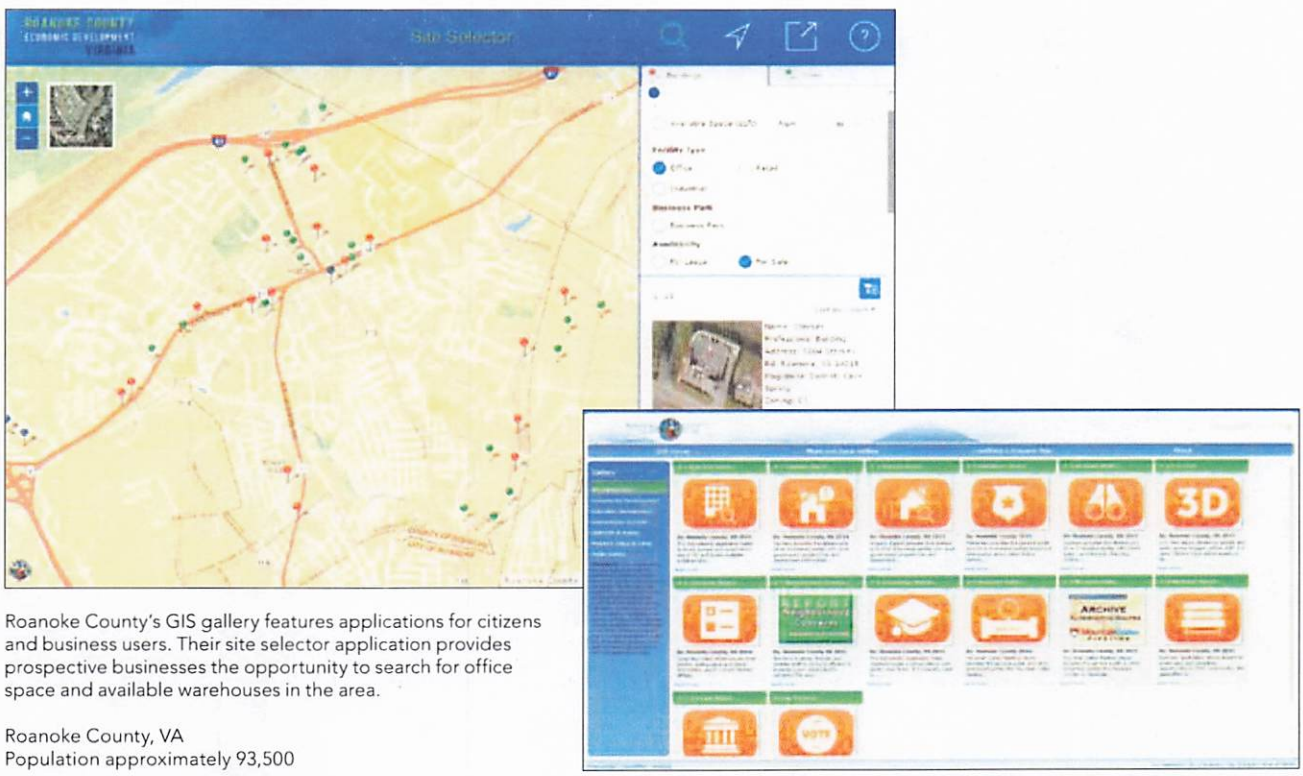
"The Esri EA for small agencies lets us move forward in a financially viable manner to bring GIS and its incredible tools to our employees. We are seeing immediate process and customer service delivery improvements through the use of GIS in our public works, utilities, and planning departments."

Steven Rogers
Town Manager
Town of Yountville, California
Population approximately 2,933

The Latest Technology Is Affordable

Don't Let Budget Constraints Stand in the Way of Using the Latest GIS Technology

It's important to have all the resources and tools your organization needs—these make it easier to get work done and provide better service. GIS helps enable your organization, build strong analysis, improve field mobility, create tools for executive oversight, and provide for citizen engagement. Putting issues in a geographic context fosters greater understanding, helps staff work more efficiently, promotes citizen engagement, and ensures data-driven decision making.



Roanoke County's GIS gallery features applications for citizens and business users. Their site selector application provides prospective businesses the opportunity to search for office space and available warehouses in the area.

Roanoke County, VA
Population approximately 93,500

Does Your Government Qualify?

"It is very convenient to be able to provide information requested by a potential business on the spot than having to follow up with the information later. Our executive dashboard mobile app built on Esri technology provides situational awareness of all incidents for both fire and police departments."

John Gillison
City Manager
City of Rancho Cucamonga, California
Population approximately 174,305

All local governments in the United States with no more than 250,000 residents are eligible.

Who can join the Small Municipal and County Government Enterprise Agreement program?

- Counties
- Cities
- Villages
- Parishes
- Townships
- Boroughs

The Small Municipal and County Government Enterprise Agreement program has a pricing structure based on population. The levels are as follows:

Program Level One—For populations up to 25,000

Program Level Two—For populations between 25,001 and 50,000

Program Level Three—For populations between 50,001 and 100,000

Program Level Four—For populations between 100,001 and 125,000

Program Level Five—For populations between 125,001 and 150,000

Program Level Six—For populations between 150,001 and 250,000

You are ready for an EA when your organization

- Plans to expand GIS into new departments and application areas.
- Has integrated GIS into critical business systems that require coordination across departments.
- Is transitioning its IT strategy and requires architectural flexibility.
- Wants to implement ArcGIS for Local Government solutions.
- Needs to manage cyclical expenditures with predictable software costs.
- Is experiencing increased GIS software use.

Get Started Today

Get the Software You Need at a Price That Keeps Small Government Budgets in Mind

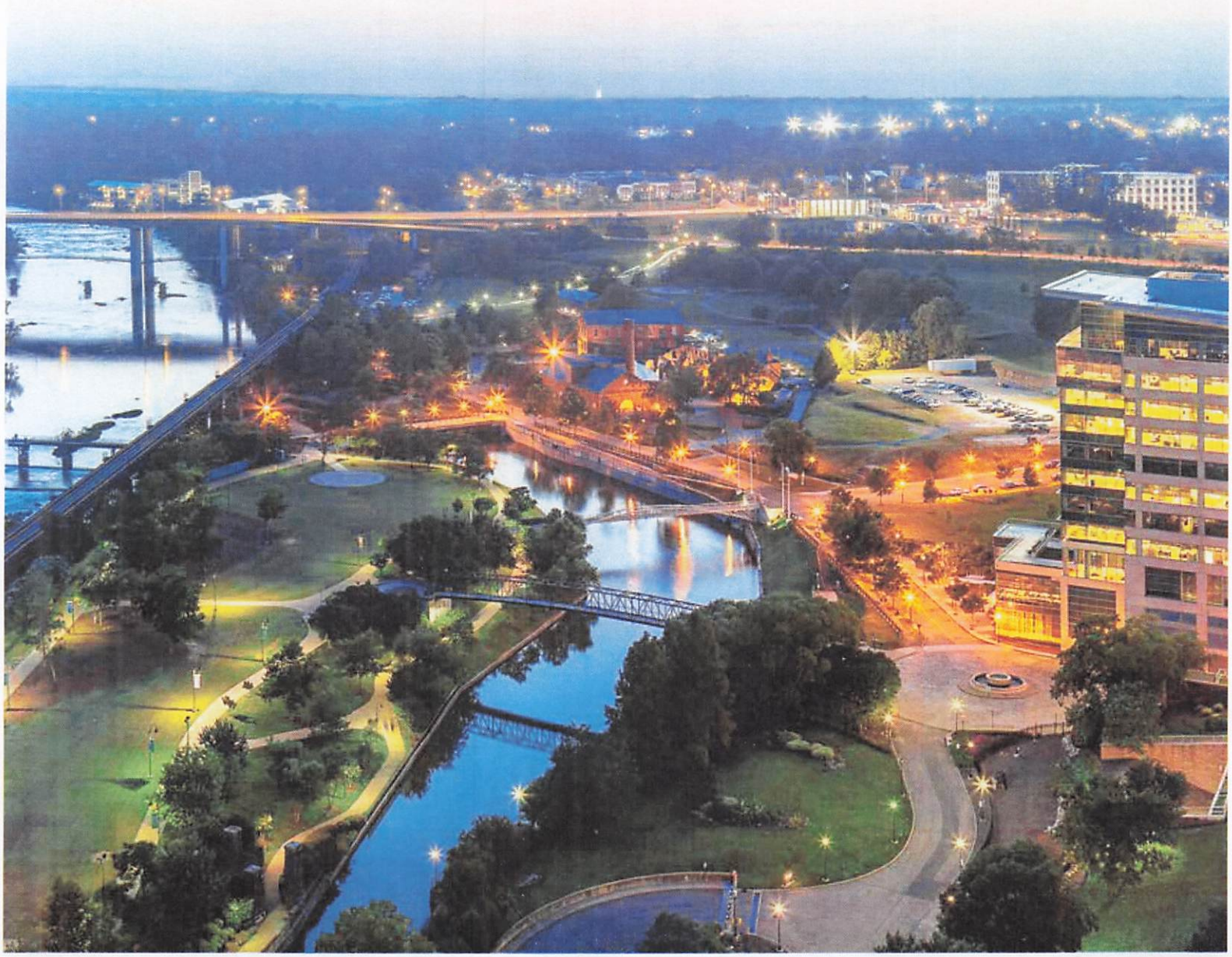
Use the Esri Small Municipal and County Government EA to

- Embed interactive maps into your website.
- Extend citizen engagement apps.
- Improve field mobility.
- Operate in real time.
- Plan with real-world scenarios.
- Make data-driven decisions.
- Create an open data portal for collaboration.
- Location-enable your business systems.

The Right Resources, Sized for Your Population

Esri recognizes that governments of all sizes face the same challenges in delivering services and meeting the expectations of their constituents. Small governments just have especially limited resources. The SMCGEA was created to help satisfy the need for GIS to support your work within a program that can match your goals and resources. The SMCGEA program is tailored to governments serving populations up to 250,000 people and provides unlimited access to core Esri® GIS software, together with training and support to help build smarter communities, today.

go.esri.com/smallgovEA

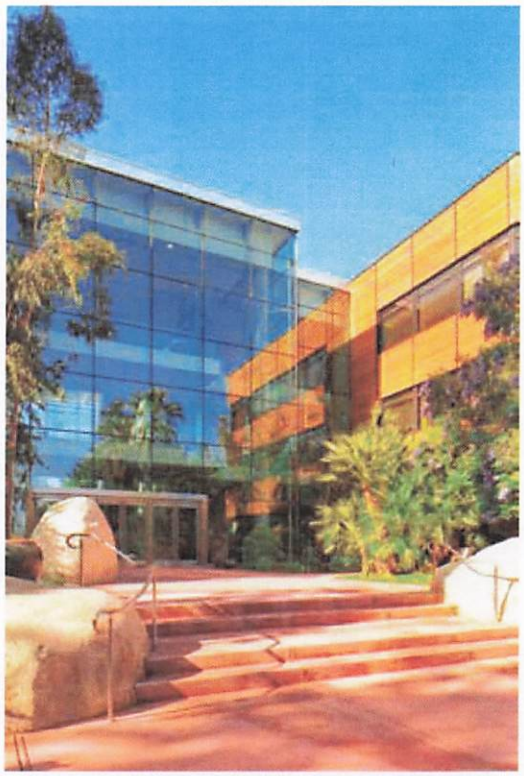


esri

Understanding our world.

Esri inspires and enables people to positively impact their future through a deeper, geographic understanding of the changing world around them.

Governments, industry leaders, academics, and nongovernmental organizations trust us to connect them with the analytic knowledge they need to make the critical decisions that shape the planet. For more than 40 years, Esri has cultivated collaborative relationships with partners who share our commitment to solving earth's most pressing challenges with geographic expertise and rational resolve. Today, we believe that geography is at the heart of a more resilient and sustainable future. Creating responsible products and solutions drives our passion for improving quality of life everywhere.



Contact Esri

380 New York Street
Redlands, California 92373-8100 USA

1 800 447 9778
T 909 793 2853
F 909 793 5953
info@esri.com
esri.com

Offices worldwide
esri.com/locations

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Printed in USA

152330
G7356

Quotation # Q-518594

Date: July 5, 2024

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 3/25/2024 To: 9/21/2024

Customer # 359490 **Contract #**

City of Imperial
Information Technology Dept
420 S Imperial Ave
Imperial, CA 92251-1637

ATTENTION: Ramiro Ramos
PHONE: (760) 355-4373
EMAIL: rramos@imperial.ca.gov

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	$29,300.00	$29,300.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
168177	1	Year 2	$29,300.00	$29,300.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
168177	1	Year 3	$29,300.00	$29,300.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	$87,900.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$87,900.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Peter Thomas	pthomas@esri.com	(909) 369-2192

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

THOMASP **This offer is limited to the terms and conditions incorporated and attached herein.**

Quotation # Q-518594

Date: July 5, 2024

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 359490 Contract #

City of Imperial
Information Technology Dept
420 S Imperial Ave
Imperial, CA 92251-1637

ATTENTION: Ramiro Ramos
PHONE: (760) 355-4373
EMAIL: rramos@imperial.ca.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 3/25/2024 To: 9/21/2024

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

___ I agree to pay any applicable sales tax.

___ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

_____ _____
Signature of Authorized Representative **Date**

_____
Name (Please Print)

_____
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Peter Thomas	pthomas@esri.com	(909) 369-2192

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

THOMASP **This offer is limited to the terms and conditions incorporated and attached herein.**

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-1)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Runtime Standard
ArcGIS Runtime Analysis Extension

Limited Quantities
One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
50 ArcGIS Online Viewers
50 ArcGIS Online Creators
10,000 ArcGIS Online Service Credits
50 ArcGIS Enterprise Creators
2 ArcGIS Insights in ArcGIS Enterprise
2 ArcGIS Insights in ArcGIS Online
5 ArcGIS Location Sharing User Type Extension (Enterprise)
5 ArcGIS Location Sharing User Type Extension (Online)
6 ArcGIS Advanced Editing User Type Extension (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**2**
Number of Tier 1 Help Desk individuals authorized to call Esri	**2**
Maximum number of sets of backup media, if requested*	**2**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 **Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 **Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 **Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 **No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 **Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 **Termination for Lack of Funds.** For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 **Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 **Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 **Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

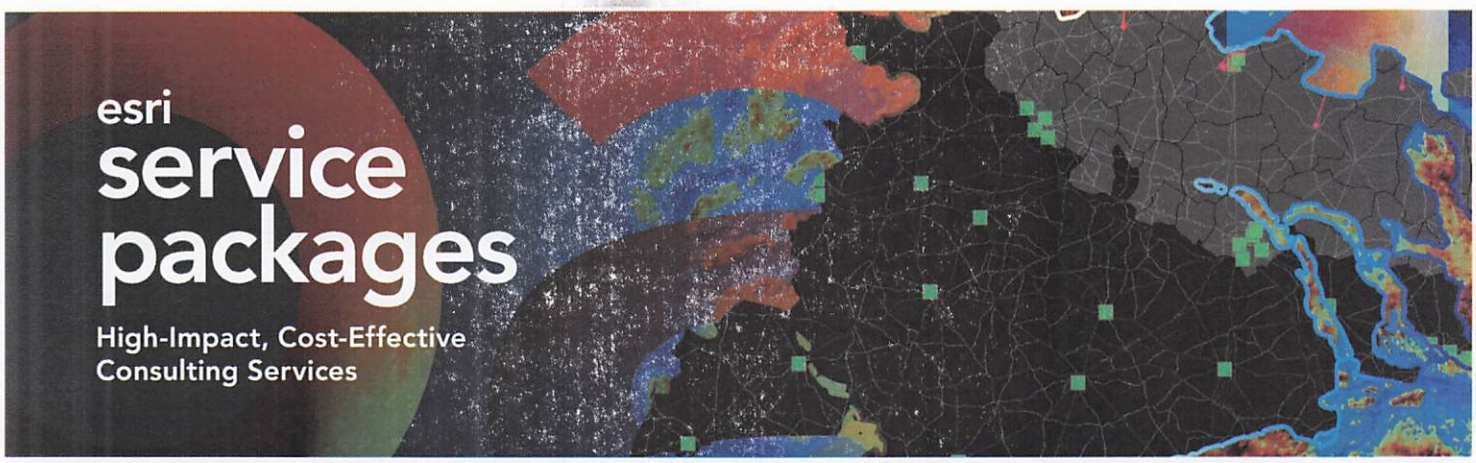
9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



ArcGIS® Enterprise Jumpstart

Best Practices for Implementing ArcGIS Enterprise

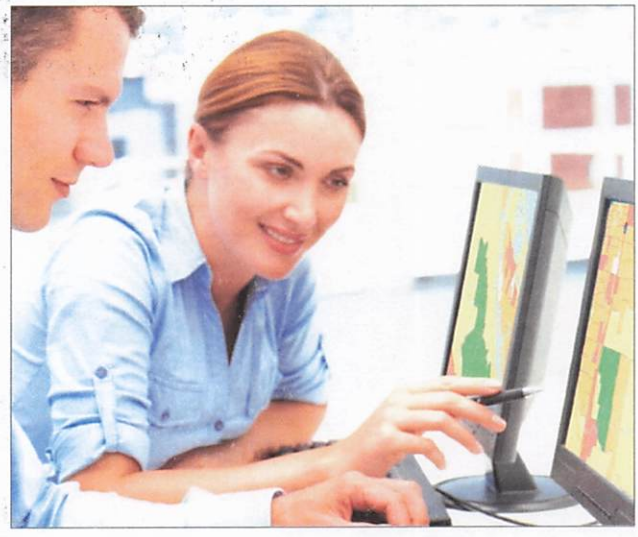
Esri's ArcGIS® Enterprise Jumpstart provides the support you need to learn how to implement and leverage ArcGIS Enterprise on your infrastructure and get you up and running quickly with the ArcGIS platform. During this on-site engagement, an Esri consultant will work with you to install and configure the ArcGIS Enterprise software and help you learn best practices on how to operate and administer your deployment to meet your needs.

With Esri's support, you will

- **Reduce the time it takes to install, configure, and become proficient with ArcGIS Enterprise.**
- **Increase the productivity and effectiveness of your implementation of the ArcGIS platform.**

Work side-by-side with an Esri consultant to:

- Plan and diagram your ArcGIS Enterprise implementation based on proven deployment patterns.
- Set up and configure ArcGIS Enterprise components including ArcGIS Server, Portal for ArcGIS, and the ArcGIS Data Store.
- Connect to data sources and publish services.
- Learn to administer your environment and perform diagnostics.
- Review other enterprise GIS functions based on your needs.



Email ProfServices@esri.com, or contact your account manager.

esri | THE SCIENCE OF WHERE®

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G949176

Quotation # Q-528604

Date: August 9, 2024

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 8/9/2024 To: 11/7/2024

Customer # 359490 **Contract #**

City of Imperial
Information Technology Dept
420 S Imperial Ave
Imperial, CA 92251-1637

ATTENTION: Ramiro Ramos
PHONE: (760) 355-4373
EMAIL: rramos@imperial.ca.gov

Material	Qty	Unit Price	Total
153636	1	$17,500.00	$17,500.00

The ArcGIS Enterprise Jumpstart – Basic Service Package provides up to 3 days of on-site and/or remote installation and configuration support for a single base deployment ArcGIS Enterprise implementation on up to 4 customer-provided physical, virtual, or cloud servers by 1 Esri consultant. The Esri Consultant will work with the Customer to develop an implementation and configuration plan prior to the implementation. After the installation and configuration are complete, remaining time will be allocated to knowledge transfer of standard ArcGIS Enterprise technology topics such as: ArcGIS Enterprise administration, creating and connecting to enterprise geodatabases, creating and working with services, backing up ArcGIS Enterprise, configuring and using your ArcGIS organization. Topics outside the scope of the ArcGIS Enterprise Jumpstart include but are not limited to: migration of databases and applications, geodatabase administration, integration, installation/configuration with any third-party systems, system architecture design, network administration, security review, high availability, performance tuning, and application development. On-site support will be provided at a mutually agreed upon Customer location during one trip within the United States on consecutive business days during a single work week. Scheduling will be based on resource availability. Customers will need to prepare in advance for Esri's visit. The Esri Professional Service Packages terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions and preparation requirements can be viewed on the web at https://www.esri.com/en-us/legal/terms/services/. For activities/ engagements that span more than 1 business day, if the Customer reschedules or cancels the consulting engagement within three (3) calendar days of the scheduled start date, Esri will separately invoice the Customer a cancellation fee of $2,500.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Peter Thomas	pthomas@esri.com	(909) 369-2192

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

THOMASP **This offer is limited to the terms and conditions incorporated and attached herein.**

Quotation # Q-528604

Date: August 9, 2024

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 8/9/2024 To: 11/7/2024

Customer # 359490 Contract #

City of Imperial
Information Technology Dept
420 S Imperial Ave
Imperial, CA 92251-1637

ATTENTION: Ramiro Ramos
PHONE: (760) 355-4373
EMAIL: rramos@imperial.ca.gov

Subtotal:	$17,500.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$17,500.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Peter Thomas	pthomas@esri.com	(909) 369-2192

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If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

___ I agree to pay any applicable sales tax.

___ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

_____ _____
Signature of Authorized Representative **Date**

_____
Name (Please Print)

_____
Title

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Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Peter Thomas	pthomas@esri.com	(909) 369-2192

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NEARMAP FOR GOVERNMENT

DISCOVER NEARMAP



Nearmap is a technology company, driven by innovation. Nearmap provides easy, instant access to high resolution aerial imagery, city-scale 3D content, AI data sets, and geospatial tools. Using its own patented camera systems and processing software, Nearmap captures wide-scale urban areas in the United States, Canada, Australia, and New Zealand several times each year, making current content instantly available in the cloud via web app or API integration.

Every day, Nearmap helps thousands of users to conduct virtual site visits for deep, data-driven insights — enabling informed decisions, streamlined operations and better financial performance. Founded in Australia in 2007, Nearmap is one of the largest aerial survey companies in the world.

WHAT MAKES NEARMAP SPECIAL



APEX, NC U.S.

PROACTIVE SURVEY PROGRAM

We are continuously capturing aerial imagery throughout the United States, 365 days a year. All imagery loaded into our web-based application is time stamped and available within days of capture.

CURRENT IMAGERY

We fly large urban areas up to 3 times per year, frequently capturing seasonal changes for leaf-on/ leaf-off information.

WIDE-SCALE COVERAGE

We cover 80.1% of the U.S. population, including over 1,740 urban areas with over 308,000 square miles captured annually (86.8 million residential U.S parcels and 3.9 million commercial U.S parcels).

CONSISTENTLY HIGH RESOLUTION

Our ortho and oblique imagery is delivered at sub-3" GSD resolution, meaning you can see clearly and plan accurately, before even setting foot on site.

INSTANT ACCESS VIA THE CLOUD

Instantly stream high resolution aerial imagery from Nearmap on any connected device via our web platform, MapBrowser, or integrate through our APIs. Easily view, measure, and export Nearmap content. Offline imagery is also available upon request.

WHAT OUR CUSTOMERS SAY

"I really like how Nearmap is integrated into the GIS stack. We're able to stay on top of new developments, roads, and addresses. Being able to have Nearmap imagery integrated into our GIS systems helps us be much more accurate."

—Timothy Zimmer
GIS Administrator, Shelby County 9-1-1

"Before Nearmap, we were already two years behind on our imagery capture through our county commission. With Nearmap, my view has never been clearer or more up-to-date. I can view new construction, such as buildings and pools, which has been extremely helpful."

- Trisha Favulli
Director of Assessing, Town of Falmouth

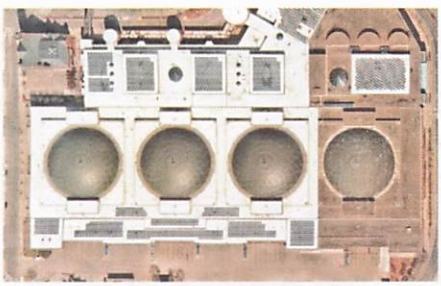
"Nearmap affords us the ability have a birds-eye view of our city not just once a year, but several times per year, at a resolution that is rarely obtainable within our budget. Going with Nearmap just makes sense for our GIS applications across the organization."

- Matthew W. Bradbury
GIS Administrator, City of Redlands, CA

PRODUCT SPECIFICATIONS

Nearmap is a subscription-based service with flexible options tailored to suit your needs. Your users will always have access to reliable, current imagery to more confidently derive insights and make decisions, helping save time and reduce costs through virtual site visits.





Vertical/ortho

- Resolution: 2.2 – 3" GSD
- Absolute Horizontal Accuracy: 8.6 – 23.6" RMSEr
- High-resolution, top-down imagery
- Measure length, area, or radius in MapBrowser



Panorama

- Resolution: 2.2 – 3" GSD
- Multi-perspective aerial views at a 45-degree angle
- View all cardinal directions—N, S, E, W—in a seamless mosaic



Oblique

- Resolution: 3" GSD
- Multi-perspective aerial views at a 45-degree angle
- View all cardinal directions with a gallery of individual source images
- Accurate height, slope, and roof area measurements



GeoData Link

- Integrate your parcel and street data directly into Nearmap's web platform, and MapBrowser
- Overlay and view your data on top of Vertical, Oblique & Panaroma imagery
- Search by Parcel ID numbers to retrieve parcel detail information



3D Datasets

- 360-degree, immersive view of 3D textured mesh
- Pan and zoom, measure height, length, pitch, area, and elevation (RL values)
- 3D data sets: DSM, Point Cloud, Textured Mesh, True Ortho
- Available via MapBrowser or offline delivery



AI Datasets

- View AI Layers in MapBrowser to help you identify objects and other location attributes
- On-demand export and APIs for easy third-party integration
- Growing list of AI Packs: solar panels, vegetation, building characteristics, surfaces, and more



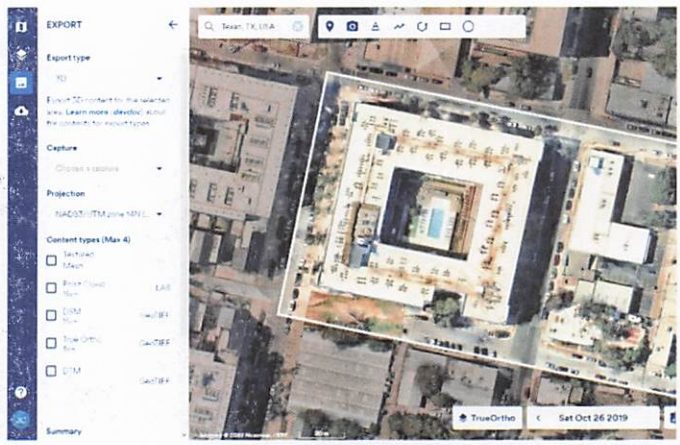
EASY TO USE & INTEGRATE

Conveniently use four different methods to integrate release ready Nearmap Vertical, Oblique, 3D and AI content into your preferred GIS, CAD, 3D visualization, and asset management workflow applications. Additionally, Nearmap also offers various APIs for your bespoke needs. For more information, please visit **docs.nearmap.com**



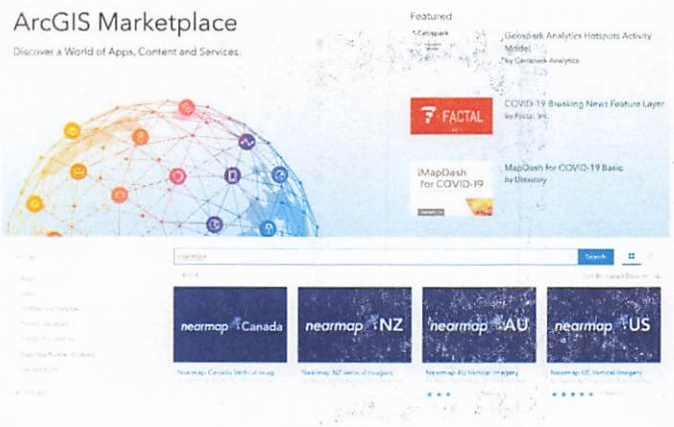
WMS 2.0 (Web Mapping Service)

Auto-generate a URL, copy and paste URL to stream Nearmap Vertical content. Perform geofencing and time navigation



MapBrowser Export

Simple, intuitive web application with easy export of georeferenced Nearmap Vertical, 3D and AI content



ArcGIS Marketplace

Stream Nearmap Vertical content into ArcGIS platforms and ArcGIS compatible platforms



Nearmap Oblique for ArcGIS

An "Oblique Viewer" widget that can be used within apps made with ArcGIS Web AppBuilder to stream Nearmap Oblique Content

A few of our government partners

esri Partner Network

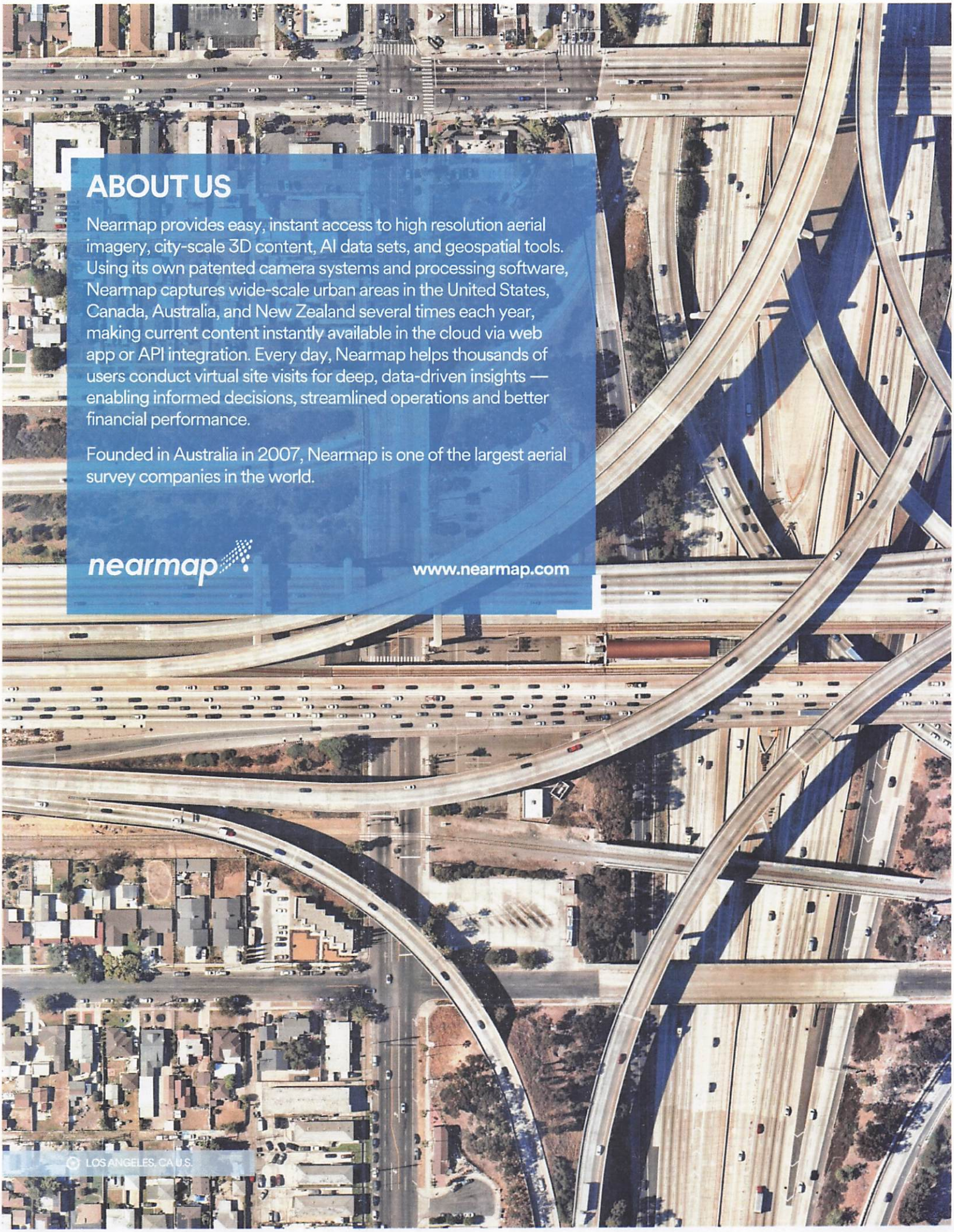
Cityworks Empowering GIS

tyler

carahsoft

VertiGIS Studio

Bentley Advancing Infrastructure



ABOUT US

Nearmap provides easy, instant access to high resolution aerial imagery, city-scale 3D content, AI data sets, and geospatial tools. Using its own patented camera systems and processing software, Nearmap captures wide-scale urban areas in the United States, Canada, Australia, and New Zealand several times each year, making current content instantly available in the cloud via web app or API integration. Every day, Nearmap helps thousands of users conduct virtual site visits for deep, data-driven insights — enabling informed decisions, streamlined operations and better financial performance.

Founded in Australia in 2007, Nearmap is one of the largest aerial survey companies in the world.

nearmap

www.nearmap.com

Cost Summary for: Imperial, CA

Includes existing Nearmap coverage of orthogonal and oblique imagery.

Orthogonal updates: 1x per year
Oblique updates: 1x per year

Base Product Subscription	Line Items Costs
Orthogonal Imagery Includes access to historical orthogonal imagery Unlimited user licenses for web-based product – Mapbrowser Unlimited data consumption – Mapbrowser and supported integrations	$6,250 per year
Oblique Imagery (Ortho needed to have access to oblique) Includes access to historical orthogonal and oblique imagery Unlimited user licenses for web-based product – Mapbrowser Unlimited data consumption – Mapbrowser and supported integrations	$1,500 per year
Software Maintenance and System Support Services	Included at not additional cost
Training	Included at no additional cost

Additional Services / Product Add-ons	Total Proposed Amount
2D Offline copy On-premise copy orthogonal imagery	$2,000/copy
Public Display License Rights to display imagery in public-facing web applications at 6" resolution	$1,250 per year

NEW SUBSCRIPTION QUOTE

Nearmap US, Inc.
1850 W Ashton Blvd, Suite 500
Lehi, UT 84043, USA
Phone: +1 (801) 609 7250

Customer Name	City of Imperial, CA	**Quote Number**	Q103737
Contract Commencement	Contract commences upon signing of quote.	**Quote Expiry**	09/30/2024
Subscription Term	12 Month	**Account Rep**	Chandler Wilkins chandler.wilkins@nearmap.com
Subscription Start Date	08/21/2024	**Payment Term**	Net 45
Public Facing URL	https://www.cityofimperial.org/	**Payment Method**	Invoice
Bill To	City of Imperial, CA Ramiro Ramos 420 South Imperial Avenue, Imperial, California, 92251 7603553842 rramos@imperial.ca.gov	**Ship To**	City of Imperial, CA Ramiro Ramos 420 South Imperial Avenue, Imperial, California, 92251 7603553842 rramos@imperial.ca.gov

PRODUCT	ALLOWANCE	COVERAGE	SEATS
Nearmap Vertical Offline Copy - Subscription	NA	Nationwide	NA
Public Display License for Government	NA	Nationwide	NA
ArcGIS Integration	NA	NA	NA
Nearmap Oblique for ArcGIS	NA	Nationwide	NA
Nearmap Oblique for Government	NA	Nationwide	Unlimited

Subtotal	$11,000.00
***Estimated Tax**	$0.00
Total	**USD $11,000.00**

*The Total includes applicable sales tax for the state which the Licensee is located. If an exemption from sales tax is applicable to the Licensee, the Licensee shall provide to Nearmap, in accordance with state law, relevant tax-exemption documentation. It will be the responsibility of the Licensee to ensure proof of tax-exempt status remains current for subsequent renewals of the Agreement.

ACCEPTANCE OF Q103737 will constitute an Agreement with Nearmap

By selecting **"Yes"** or **signing below**, you acknowledge that (a) you have read, understood and agree to the Products Agreement attached to this Quote,(b) the Product-Specific Terms which can be found at https://www.nearmap.com/us/en/legal/product-agreements, (c) you have the authority to agree to this New Subscription Quote and (d) you agree to pay the fees set forth herein. This New Subscription Quote constitutes a binding commitment for the Contract Term stated above. You acknowledge that the Coverage Area by Nearmap is outlined at https://www.nearmap.com/us/en/current-aerial-maps-coverage.

Signature / Digital Acceptance: Date:

Full Name: Position:

PO Number (if required):

If printed, please sign, scan and email to: orders.us@nearmap.com

Schedule 1

Additional Terms and Conditions

nearmap

PLEASE READ THIS PRODUCTS AGREEMENT CAREFULLY. BY ACCEPTING THIS AGREEMENT BY EXECUTING A QUOTE, YOU AGREE TO BE BOUND BY THIS PRODUCTS AGREEMENT, THE QUOTE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE, YOU MUST NOT ACCEPT THIS PRODUCTS AGREEMENT AND NOT USE ANY NEARMAP PRODUCTS AND SERVICES.

PRODUCTS AGREEMENT

Recitals

A. Nearmap is a provider of aerial imagery and location data and associated products and services.
B. Nearmap agrees to supply the Licensee with the Products described in the Quote, subject to the terms of this agreement, the Additional Terms and Conditions, Product-Specific Terms, any Schedules and the Quote which together constitute the legal agreement between the Licensee and Nearmap (the "**Agreement**").

Definitions of capitalized words are set out in section B.1717 of the Agreement.

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1.1 **Grant** Subject to the terms of this Agreement and payment by the Licensee of the Fees, Nearmap grants to the Licensee a limited, non-exclusive, non- transferrable license for the Term to use the Products only for the Permitted Purpose (the "**License**").

1.2 **Authorized Users** The Products available under this License are only to be used by the total number of Authorized Users. The Licensee shall implement reasonable controls to ensure that it does not exceed the number of Authorized Users. If the number of users exceeds the total number of Authorized Users, the Licensee will be in breach of this Agreement.

1.3 **Renewal** Unless otherwise notified by the Licensee in writing at least thirty (30) days prior to the expiry of the Term of its intention not to renew this Agreement and subject to any amendments to this Agreement required by Nearmap, the Term will automatically be renewed for successive renewal terms of twelve (12) months each (each a "**Renewal Term**").

1.4 **Product Updates** Nearmap may from time to time supply the Licensee with a Product of no lesser quality than the previously supplied Product at its absolute discretion. If requested by Nearmap, the Licensee must stop using any previously supplied Product and use the new Product from the date of delivery from Nearmap.

1.5 **Acknowledge Nearmap source** The Licensee must expressly acknowledge Nearmap, in a reasonably prominent manner (by displaying the Nearmap logo or other appropriate attribution), as the source of any Product or Derivative Works that the Licensee uses, copies, modifies, or distributes. Unless otherwise permitted in writing, the Licensee must not remove or cause to be removed any Nearmap logo, watermark, or other Nearmap attribution in any Product or Derivative Works.

1.6 **Data Use for Government Products** Nearmap measures data usage by the Licensee under this License for Government Products. When using Government Products, Nearmap's Fair Use Policy regulates the Licensee's consumption of data during the Term (or Renewal Term). The following conditions also apply to the Licensee's use of Government Products:

(a) the amount of data used by the Licensee on the Government Products will be monitored and then calculated at the end of every Term or Renewal Term based on the total data of all users who access and use the Licensee's Nearmap account during that Period; and

(b) if the Licensee elects to download and/or export Government Products available to the Licensee on the Website, this will be applied to the calculation of the Licensee's use of the Government Products.

1.7 **Allowance for Non-Government Products** Non-Government Products licensed to the Licensee may be subject to additional Allowance, Periodic Allowance, or Periodic Data Allowance terms that are published in the Product-Specific Terms, and if applicable, the Periodic Allowance Section.

1.8 **Unavailability** Subject to section 12, if a Product is not available for a period of three (3) consecutive days, the Term will be extended by the period of such unavailability.

2. RESTRICTIONS ON RIGHT TO USE PRODUCTS

2.1 **No right to distribute, transfer, resell, assign or sublicense** This License is granted only to the Licensee. The Licensee must not distribute, transfer, resell, assign, rent, lease, or sublicense any Product or any of the Licensee's rights under this License without Nearmap's prior written consent.

2.2 **No third party access** Unless otherwise provided in this Agreement, the Licensee must not make any Product available in any medium or manner to any third party (including but not limited to the Licensee's subsidiaries, affiliates, any lower or higher tiered governments and any neighboring local government).

2.3 **Employees** Subject to sections 1.1 and 1.2, the Licensee may make Products available to any employee of the Licensee, subject to that person complying with the terms of the Agreement as if they were a party to it and the total number of Authorized Users has not been exceeded. These employees are deemed to be Authorized Users. The Licensee is responsible and liable for all Authorized Users who use the Licensee's account access details or use Products made available to the Licensee in breach of this Agreement, including, without limitation, for any additional fees that become payable if the Licensee exceeds the number of Authorized Users.

2.4 **No machine learning** The Licensee must not conduct machine learning work in connection with this Agreement on any Products, which includes but is not limited to running any:

(a) machine learning models (including the model form and model parameters);
(b) outputs of machine learning models;
(c) software that processes or transforms input data for training a machine learning model or getting a prediction from a machine learning model into a format suitable for training or making such prediction; or
(d) software used to train a machine learning model or compute outputs of a machine learning model for a given set of input data.

2.5 **No caching and creation of database** Except as expressly permitted under this Agreement, the Licensee is not permitted to:

(a) use its access to the Products under this Agreement for the purposes of creating a database of imageries for resale, distribution, sublicense, or other commercial purposes, or for mass downloads or bulk feeds of any imagery; and
(b) pre-fetch, retrieve, cache, index, or store any Content or portion of the Products.

2.6 **Restriction on integration methods** The Licensee is only permitted to use API integration methods, or other integration methods, as authorized by Nearmap in writing, including but not limited to integration with the Licensee's or other third party platforms or software.

2.7 **Limits on use of Website** In the Licensee's use of the Website, the Licensee must not (without the prior written consent of Nearmap):

(a) provide a link to another URL;
(b) upload content or other information to the Website (except as necessary to use the Products);
(c) do anything to damage, interfere or disrupt access to the Website or do anything which might impair its functionality;
(d) use the Website in any way to send any unsolicited email (commercial or otherwise) or any other material for marketing or publicity purposes;
(e) publish, post, distribute, disseminate, or otherwise transmit, defamatory, offensive, infringing, obscene, indecent, or other unlawful or objectionable confidential material or information;
(f) make available, upload, or distribute by any means any material or files that contain any viruses, bugs, corrupt data, "trojan horses", "worms", or any other harmful software;
(g) remove any content or information from the Website, other than that permitted under the terms of this License;
(h) falsify the true ownership of a Product or other material or information made available via the Website;
(i) obtain or attempt to obtain unauthorized access, through whatever means, to the Website;
(j) use the Website other than in accordance with this Agreement;
(k) attempt any of the above acts or engage, encourage or permit another person to do any of the above acts; or
(l) provide or allow access to the Website which exceeds the total number of Authorized Users in connection with use of the Product.

2.8 **Breach** If the Licensee breaches any of sections 2.1 to 2.7 inclusive, Nearmap reserves its rights to terminate the Agreement in accordance with section 6.2, restrict the Licensee's access to the Products, and take any other steps available to it at law.

3. THE LICENSEE'S ACCESS TO PRODUCTS AND SERVICES

3.1 **Authorized Users** Any password issued by Nearmap to an Authorized User is personal and confidential to that Authorized User. If Nearmap suspects that any password/ID is being used by an unauthorized person, by a different Authorized User who is not the person to whom it was issued, or the number of Authorized Users has been exceeded, Nearmap may:

(a) cancel that user's access;
(b) immediately cease the Licensee's access to the Product;
(c) require the Licensee to pay for any additional fees due based on the standard Nearmap Fees for the applicable Product, in respect of any such unauthorized use; and/or
(d) exercise any other right available to Nearmap under the terms of this Agreement or at law.

3.2 **Downtime** Nearmap will use reasonable efforts to ensure that the Website and APIs remain available but cannot guarantee that this will be the case at all times. Nearmap agrees that, wherever possible, all planned maintenance will be done out of normal Operational Hours to ensure optimal uptime of the Website. The Licensee may elect to subscribe to the Nearmap status page at https://status.nearmap.com/ to receive notifications and updates relating to planned maintenance and uptime/downtime of the Website and APIs. When Nearmap becomes aware of any Fault, Nearmap will use reasonable efforts to:

(a) allocate such resources as may be necessary to remedy the Fault; and

(b) otherwise take all reasonable steps to remedy the Fault so as to minimize any disruption to the Licensee's use of the Products.

3.3 **Expiry** The Licensee's License will expire at the end of the Term unless renewed in accordance with section 1.3 and may be suspended or terminated, in accordance with section 6.2, if the Licensee is in breach of this Agreement.

3.4 **Unauthorized Use** Licensee shall take reasonable steps to prevent unauthorized access to the Products, including without limitation, protecting its passwords and other log-in information. The Licensee shall notify Nearmap immediately of any known or suspected unauthorized use of the Products, or breach of its security, and shall use best efforts to stop said breach and minimize the adverse impact of said breach on Nearmap.

3.5 **Audit** During the Term of this Agreement, and for two (2) years after termination or expiry of this Agreement, the Licensee shall maintain records regarding its use of the Products according to its usual record keeping policies and procedures. The Licensee shall permit Nearmap (or its auditors) access to the Licensee's records pertaining to the Licensee's use of the Products. Nearmap will give at least thirty (30) days prior written notice of an audit and will not conduct an audit more than once per calendar year unless non-compliance findings are noted, in which case the audit period may be extended.

3.6 **Audit Findings** If an audit results in findings of non-compliance, Nearmap may, at its discretion:

(a) invoice any additional license fees due based on the standard Nearmap Fees in place at the time of the original license grant;

(b) recover the reasonable cost of the audit if additional Fees exceed 5% of the Fees paid during the audit period; and

(c) terminate this Agreement in accordance with section 6.1. Licensee must pay all invoices issued under this section within thirty (30) days following the date of invoice or such other period agreed between the parties.

4. FEES

4.1 **Fees** The Fees payable by the Licensee are set out in the Quote.

4.2 **Payment** The Fees are payable by the Licensee to Nearmap in the manner and by the due date, as set out in the Quote, at the beginning of each Term unless otherwise agreed by Nearmap. Where the Fees are payable by credit card, the Licensee authorizes Nearmap to charge the Licensee's credit card for all purchased Products listed in the Quote for the initial Term and any Renewal Term.

4.3 **No cancellation** Subject to section 4.4, all Fees are non-cancellable and non-refundable, except as expressly set out in this Agreement.

4.4 **Refund of Fees** If the Licensee is not in breach of this Agreement, and Nearmap elects to terminate this Agreement under section 6.3, Nearmap will refund the Licensee any pre-paid fees relating to the portion of Term remaining as at the date of termination.

4.5 **Taxes** Unless otherwise stated, Fees and Late Payment Fee do not include any direct or indirect local, state, provincial, federal, or foreign taxes, levies, duties, or similar governmental assessments of any nature, including value-added, excise, use or withholding taxes (collectively, "Taxes"). Licensee is responsible for paying all Taxes, except those assessable against Nearmap based on its income. Nearmap will invoice Licensee for such Taxes if Nearmap believes it has a legal obligation to do so and Licensee agrees to pay such Taxes if so invoiced.

4.6 **Late Payment** If a scheduled Fee payment is still overdue after seven (7) days' notice from Nearmap, to remedy the payment default, the Licensee agrees that Nearmap may immediately limit or terminate access to the Products provided under this License.

4.7 **Amendments** Subject to section 1.3, Nearmap may, at its absolute discretion, increase the price, for the Products at the end of the Term by an amount which reflects up to the current rate of Inflation plus 2.5%.

5. THE LICENSEE'S WARRANTIES

5.1 **Warranty** The Licensee warrants that:

(a) any information the Licensee supplies to Nearmap in respect of the Agreement is complete and correct. The Licensee must keep Nearmap informed of any change to the Licensee's information provided to Nearmap, including any change to the Licensee's contact details, or the details of a credit card used for payment;

(b) the Licensee will immediately notify Nearmap of any usage of any Product outside the Permitted Purpose, and provide any other information reasonably requested by Nearmap;

(c) the Licensee has the power to enter into this Agreement and to perform the obligations under it; and

(d) the Licensee has and will comply with all relevant laws relating to the Licensee's use of the:

(i) License;

(ii) Products; and

(iii) Website.

6. TERMINATION AND EXPIRY

6.1 **Initial Term** This Agreement commences on the Commencement Date and continues until expiry of the Term unless terminated earlier in accordance with the terms of this Agreement or renewed under section 1.3.

6.2 **Termination by Either Party** Either party may terminate this Agreement with immediate effect by giving notice to the other party if:

(a) the other party breaches any of its obligation under this Agreement capable of remedy and fails to remedy that breach within fourteen (14) days after receiving notice requiring it to do so;

(b) the other party breaches any of its obligations under this Agreement incapable of remedy and Content; or

(c) the other party files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints, or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act, or has any such petition filed against it which is not discharged within sixty (60) days of the filing thereof, or admits in writing its inability to pay its debt generally as they become due.

6.3 **Termination by Nearmap** Notwithstanding anything else in this Agreement, but subject to section 4.4, Nearmap has the right, in its absolute discretion and upon giving the Licensee ten (10) Business Days' notice, to terminate this Agreement.

6.4 **Consequences** If the Agreement is terminated under sections 6.2 or 6.3 or expires at the end of the Term:

(a) the License immediately terminates and the Products will no longer be available to the Licensee;

(b) the Licensee must immediately destroy, delete, or return to Nearmap all Products; and

(c) subject to section 7.3, the Licensee and the Authorized Users are not permitted to use any Products for any purpose.

6.5 **Costs** Nearmap reserves all rights following termination of this Agreement, including any rights available to Nearmap to collect any outstanding Fees which may be owed by the Licensee. The Licensee will be liable for any reasonable legal costs incurred by Nearmap in enforcing its rights following termination of this Agreement.

6.6 **Continuing obligations** After expiry or termination of this Agreement, sections 1.5, 2, 4, 6.5, 7, 8, 9, 10, 13, 14, 15, and 17 will still be binding on the Licensee in relation to Products licensed or obtained during the Term.

7. INTELLECTUAL PROPERTY

7.1 **Ownership** Unless otherwise indicated, the Website, the Products, the Content, and all associated Intellectual Property Rights, data, information, and software are owned by Nearmap and are protected by copyright, moral rights, trademark, and other laws relating to the protection of intellectual property. Nearmap reserves all of its Intellectual Property Rights. Except for the limited License granted to the Licensee in section 1.1, no ownership or Intellectual Property Rights in the Website, APIs, any Product, or Content will pass or be licensed to the Licensee.

7.2 **Trademarks** The Nearmap trademarks and all associated Intellectual Property Rights are owned by Nearmap. Nothing in this Agreement confers upon the Licensee any rights to use or modify any of Nearmap's trademarks, except that Nearmap grants the Licensee a royalty free, limited, non-exclusive, non-transferrable, non-sublicensable license to reproduce and display Nearmap trademarks only to the extent necessary to comply with the Licensee's obligations under this Agreement. Any such reproduction and display of those marks must comply with the policies and rules Nearmap makes available to the Licensee from time to time.

7.3 **Derivative Works** Subject to compliance with all other terms of this Agreement, the Licensee is granted a non-exclusive right to produce and use Derivative Works for the Permitted Purpose. Unless otherwise notified to the Licensee by Nearmap, the Licensee may continue using Derivative Works following termination or expiry of this Agreement. For the avoidance of doubt, Nearmap will continue to own all rights in and to any Products and Content embedded in a Derivative Work, but all other rights in and to the Derivative Work will belong to the Licensee.

8. THIRD PARTY PROVIDERS

8.1 The Licensee acknowledges and accepts that Nearmap engages with Third Party Providers in order to provide the Products under this Agreement. The provision of the Products is contingent upon adequate delivery of products and services by those Third Party Providers and are subject to those Third Party Provider terms and conditions (as updated from time to time). By entering into this Agreement, the Licensee agrees that where applicable they must comply with those terms and conditions which are applicable to the use of those Third Party Providers products, where incorporated into Nearmap's Products. Nearmap have set out the type of Third Party product or services incorporated into Nearmap's Products and the relevant Third Party Providers terms and conditions below for reference.

(a) **Google** – https://maps.google.com/help/terms_maps.html in connection with the use of Google Street Maps;

(b) **NASA/NCAS** – https://www.nearmap.com/au/en/legal/copyright in connection with viewing satellite imagery on the Website; and

(c) **Precisely** – https://www.precisely.com/legal/licensing/software-and-data-end-user-license-agreement in connection with viewing property datasets on the Website and/or through an API.

9. WARRANTY AND LIABILITY

9.1 **Warranty** Nearmap agrees to use industry standard GPS to ensure captured imagery has accurate geographical positioning.

9.2 **DISCLAIMER OF WARRANTIES** OTHER THAN AS SET FORTH IN SECTION 9.1, THE WEBSITE AND THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, TO THE FULLEST EXTENT PERMITTED BY LAW. NEARMAP AND ITS CONTENT PROVIDERS, THIRD PARTY PROVIDERS, AGENTS, MANDATARIES, AND AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL

REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTEES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND COURSE OF DEALING OR PERFORMANCE.

9.3 **NO REPRESENTATIONS** WHILE NEARMAP USES REASONABLE EFFORTS TO ENSURE THE ACCURACY, CORRECTNESS AND RELIABILITY OF THE CONTENT, THE PRODUCTS, AND THE WEBSITE, NEARMAP AND ITS THIRD PARTY PROVIDERS MAKE NO REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES AS TO THE ACCURACY, CORRECTNESS, OR RELIABILITY OF ANY PRODUCT OR CONTENT CONTAINED ON THE WEBSITE AND/OR OBTAINED THROUGH AN API. THE PRODUCTS, THE WEBSITE AND APIs MAY BE SUBJECT TO ERRORS, OMISSIONS, INACCURACIES, AND DISTORTIONS, AND NEARMAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR ANY CLAIMS MADE BY OR ARISING OUT OF, ANY PERSON OR ENTITY SEEKING TO RELY ON ANY OF THE PRODUCTS, THE WEBSITE OR APIS.

9.4 **LIMIT OF LIABILITY** NEARMAP'S LIABILITY FOR: (A) A BREACH OF A WARRANTY UNDER SECTION 9.1; OR (B) A BREACH OF A REPRESENTATION, WARRANTY, CONDITION, OR GUARANTEE WHICH IS IMPLIED OR IMPOSED IN RELATION TO THIS LICENSE UNDER LEGISLATION AND CANNOT BE EXCLUDED, WILL BE LIMITED TO, AT NEARMAP'S OPTION, REPLACING OR REPAIRING THE PRODUCTS OR SUPPLYING PRODUCTS EQUIVALENT TO THE RELEVANT PRODUCTS, OR PAYING THE COST OF REPLACING OR REPAIRING THEPRODUCTS.

9.5 **NO LIABILITY FOR CLAIMS** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL NEARMAP, ITS CONTENT PROVIDERS, AGENTS, MANDATARIES, OR AFFILIATES BE LIABLE FOR ANY CLAIMS OF ANY KIND ARISING FROM OR CONNECTED WITH THE USE OF THE WEBSITE OR APIS, THE CONTENT OR THE PRODUCTS, OR THE UNAVAILABILITY OF THE SAME, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, AND DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EXTRACONTRACTUAL LIABILITY, OR OTHERWISE. THE LICENSEE IS RESPONSIBLE FOR THE ENTIRE COST OF ALL SERVICING, REPAIR, OR CORRECTION REQUIRED DUE TO THE LICENSEE'S USE OF THIS WEBSITE, THE CONTENT OR THE PRODUCTS. THIS EXCLUSION APPLIES, WITHOUT LIMITATION, TO ANY CLAIMS CAUSED BY OR RESULTING FROM RELIANCE BY A USER ON ANY INFORMATION OBTAINED FROM NEARMAP.

9.6 **AGGREGATE LIMIT** IN NO EVENT WILL THE AGGREGATE LIABILITY OF NEARMAP, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), EXTRACONTRACTUAL LIABILITY, PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THE PRODUCTS, THE CONTENT, THE WEBSITE OR THE APIS, EXCEED ANY COMPENSATION OR FEE THE LICENSEE HAS PAID, IF ANY, TO NEARMAP FOR ACCESS TO OR USE OF THE PRODUCTS OVER THE TWELVE (12) MONTH PERIOD PRIOR TO THE ALLEGED DEFAULT, BREACH, OR EVENT GIVING RISE TO THE LIABILITY.

9.7 **Third Party Providers** The Licensee acknowledges that Nearmap relies on the services of Third Party Providers in order to supply the Products and related services. Without limiting any of the above, to the fullest extent permitted by applicable law, Nearmap will not be liable for any loss, damage, or cost of any kind, which is caused, or contributed to, by a third party service provider except to the extent it was caused or contributed by the acts, defaults or omissions of Nearmap.

9.8 **Indemnity** To the extent permitted by law, the Licensee agrees to indemnify Nearmap and its directors, officers, employees, agents, mandataries, and subcontractors, from and against any and all direct or indirect claims, damages, losses, liabilities, expenses, and costs (including reasonable attorney's fees and costs) arising from or out of:

(a) the Licensee's actual or alleged breach of any provisions of this Agreement;
(b) the Licensee's use of the Product for any purpose; and
(c) the Licensee's use of, or any third party's use of, or inability to use, any Derivative Works, including without limitation, any output from the Derivative Works.

9.9 **Notice of claim** Nearmap will provide the Licensee with notice of any claim or allegation, under section 9.8, and Nearmap has the right to participate in the defense of any such claim at its expense.

10. COPYRIGHT COMPLAINTS

10.1 If any third party brings a Claim against the Licensee alleging that the Licensee's use of the Products, in accordance with this License, infringes their copyright (**"Infringement Claim"**), Nearmap will defend the Licensee against the Claim and pay any settlement to which Nearmap consents or final court-awarded damages for which the Licensee is liable.

10.2 The Licensee must:

(a) promptly notify Nearmap of any such Infringement Claim;
(b) not make any admissions in relation to the Infringement Claim without Nearmap's prior written consent;
(c) permit Nearmap to conduct the defense of the Infringement Claim including all negotiations for settlement; and
(d) provide Nearmap with any assistance reasonably requested to allow Nearmap to defend the Infringement Claim.

10.3 Nearmap will have no liability for any Infringement Claim:

(a) that arises from any:
  (i) use of the Product in violation of this Agreement;
  (ii) modification of the Product by anyone other than Nearmap, or a party authorized by Nearmap, in writing to modify the portion of the Product applicable to the Infringement Claim; or
  (iii) third-party products, services, hardware, software, or other materials, or a combination of these with the Products, which would not be infringing without this combination; or
(b) if the Licensee fails to comply with section 10.2.

10.4 To the maximum extent permitted by law, this section 10 sets out Nearmap's sole and exclusive liability, and the Licensee's sole and exclusive remedy, for any third party Infringement Claims brought against the Licensee in relation to an infringement of Intellectual Property Rights.

11. PRIVACY POLICY

11.1 Nearmap will collect, use, and disclose any personal information supplied by the Licensee as set out in Nearmap's Privacy Policy, as amended from time to time, and currently available at https://www.nearmap.com/us/en/legal/privacy-policy. The Licensee hereby consents to those collections, uses, and disclosures.

11.2 To the maximum extent permitted by law, by entering into this Agreement, the Licensee expressly consents to receiving general emails relating to product updates, new products, or anything related to the usage of the product from Nearmap, but prior written consent is required to receive by email direct marketing communications from Nearmap.

11.3 By entering into this Agreement, the Licensee acknowledges that personal information provided by the Licensee in the course of accessing Products (including, without limitation, credit or debit card details provided by the Licensee for the purpose of paying Nearmap) may be disclosed to and held by one or more of Nearmap's third party suppliers and partners (including, without limitation, providers of payment processing services), and used by those third parties in connection with the supply of Products.

12. FORCE MAJEURE

12.1 **Force Majeure Event** If a party is unable to perform or is delayed in performing an obligation under this Agreement (except for any obligation to pay money, including Fees) because of an act of war, terrorism, hurricane, earthquake, other act of God or of nature, strike or other labor dispute, riot or other act of civil disorder, embargo, or other cause beyond the performing party's reasonable control (**"Force Majeure Event"**):

(a) that obligation is suspended but only so far and for so long as that party is affected by the Force Majeure Event; and
(b) the affected party will not be responsible for any loss or expense suffered or incurred by the other party, as a result of, and to the extent that, the affected party is unable to perform, or is delayed in performing, its obligations under this Agreement because of the Force Majeure Event.

12.2 **Notice of Force Majeure Event** If a Force Majeure Event occurs, the party affected by the Force Majeure Event must:

(a) Promptly (when reasonably possible to do so) give the other party notice of the Force Majeure Event and an estimate of the non-performance and delay;
(b) take all reasonable steps to overcome the effects of the Force Majeure Event; and
(c) resume compliance as soon as practicable after the Force Majeure Event no longer affects it.

13. CONFIDENTIALITY

13.1 Subject to any other written agreements between the parties in connection with this Agreement, any information provided in writing or orally or data provided by either party under this Agreement (**"Discloser"**) to the other party (**"Recipient"**) and marked or identified as proprietary or Confidential Information shall not be disclosed for a period of three (3) years from termination or expiry of this Agreement, unless mutually agreed in writing by the parties. The parties will disclose Confidential Information only to their employees who have a need to know for the purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Licensee's duty hereunder. The Recipient will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as it would protect their own confidential or proprietary information of similar nature and with no less than reasonable care.

13.2 The confidentiality obligations do not apply to the Recipient if:

(a) the Discloser has first agreed in writing to the particular disclosure, use, or copying;
(b) the Confidential Information was generally known by or available to the public through no wrongful act of the Recipient or otherwise than as a consequence of a breach of this Agreement;
(c) the Confidential Information was received by the Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the Confidential Information; or
(d) the disclosure of Confidential Information is legally compelled due to compliance with federal and state laws or an order by a court.

13.3 Immediately upon termination or expiry of this Agreement, the Recipient must (at its expense):

(a) cease all use of the materials and Confidential Information;
(b) destroy or return (at the Discloser's discretion) the Confidential Information to the Discloser together with all copies, reproductions and summaries of the same;
(c) destroy all of its notes, memoranda and records (in whatever form) containing,

referring to or based on the Confidential Information;

(d) ensure that any person who receives the Confidential Information by the Recipient's authority returns the Confidential Information to the Discloser in any form in which it is held or destroys it and gives evidence of its destruction to the Discloser; and

(e) provide to the Discloser a written certificate confirming compliance with the requirements under this section.

14. NOTICES

14.1 All notices and consents will be in writing and will be considered delivered and effective upon receipt (or when delivery is refused) when:

(a) personally delivered;

(b) sent by registered or certified mail (postage prepaid, return receipt requested);

(c) sent by nationally recognized private courier (with signature required and all fees prepaid); or

(d) sent by email with confirmation of transmission.

14.2 Notices must be sent to the Licensee at the address set forth in the Quote (or if none is specified, the address to which Nearmap sends invoices) and for Nearmap to 10897 South River Front Parkway, Suite 150, South Jordan, UT 84095, USA, or at another address as a party may designate in writing.

15. TECHNOLOGY EXPORT

The Licensee shall not: (a) permit any third party to access or use the Product in violation of any U.S. or Canadian law or regulation; or (b) export any software provided by Nearmap, or otherwise remove it from the United States or Canada, except in compliance with all applicable U.S. and Canadian laws and regulations. Without limiting the generality of the foregoing, the Licensee shall not permit any third party to access or use the Product in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria) or a Canadian embargo.

16. MISCELLANEOUS TERMS

16.1 **Nearmap customer** Licensee grants Nearmap the right to use Licensee's name and logo to identify as a Nearmap customer for marketing or promotional purposes in public or private communications with Nearmap's existing or potential customers, subject to Licensee's standard trademark usage guidelines as provided to Nearmap from time to time.

16.2 **Additional Terms and Conditions** The Additional Terms and Conditions form part of, and should be read in conjunction with, this Agreement.

16.3 **Precedence of Documents** This Agreement is comprised of:

(a) the Additional Terms and Conditions under Schedule 1;

(b) the Quote and attached Schedules;

(c) any Product-Specific Terms; and

(d) this products agreement.

If there is any ambiguity or inconsistency between the documents comprising the Agreement, the document appearing higher in the list will have precedence. If the Licensee purchases the Products through a reseller, the terms and conditions under this Agreement will apply. This Agreement between Nearmap and the Licensee supersedes all terms and conditions attached to the Licensee's and/or reseller's purchase order.

16.4 **Independent Contractors** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that neither party's employee or contractor is an employee of the other party.

16.5 **Construction** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason for authorship.

16.6 **Waiver** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

16.7 **Severability** If one or more of the terms of this Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining terms will not be affected.

16.8 **Amendments** Other than as expressly specified in this Agreement, this Agreement may only be varied with the written consent of Nearmap and the Licensee.

16.9 **Assignment** This Agreement shall not be assigned by either party without the prior written consent of the other party which shall not be unreasonably withheld; provided, however, that Nearmap may, upon written notice to the Licensee, assign all of its rights under this Agreement to (i) a parent, subsidiary or Affiliate of Nearmap, (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Nearmap is participating. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

16.10 **Entire Agreement** This Agreement:

(a) comprises the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and

(b) supersedes any prior agreement or understanding on anything connected with that subject matter.

16.11 **Counterparts** This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one and the same instrument. This Agreement is not binding on any party unless one or more counterparts have been duly executed by, or on behalf of, Nearmap and the Licensee.

16.12 **Language** The parties have expressly agreed that this Agreement, and all ancillary agreements, documents, or notices relating to the Agreement, be drafted solely in the English language. Les parties aux présentes ont expressément convenu que cet accord et toute autre convention, document ou avis y afférent soient rédigés en anglais seulement.

16.13 **Governing Law** This Agreement will be governed by and construed in accordance with the laws of the State where the Licensee conducts business (without giving effect to the conflicts of laws provisions thereof).

17. DEFINITIONS

In this Agreement:

Additional Terms and Conditions means the additional terms and conditions (if any) set out in the Quote.

Affiliate means, with respect to Nearmap, any entity that controls or is controlled by Nearmap, or is under common control with Nearmap. For purposes of this definition, an entity shall be deemed to control another entity if it owns or controls, directly or indirectly, at least 50% of the voting equity of another entity (or other comparable interest for an entity other than a corporation).

Allowance means any usage allowance the Licensee is permitted to use and/or drawn down against for any Licensed Non-Government Products as specified the Quote.

API means application programming interface.

Authorized User means the number of persons specified in the "Seats" section of the Quote, who have been granted access to the Product by the Licensee pursuant to the term and conditions of this Agreement, and who either has been assigned a unique Nearmap user login credential or whom the Licensee has assigned a user login credential that enables access to the Product through the Website or API.

Business Days means any day other than a Saturday, a Sunday or a recognized public holiday in the State of Utah, USA.

Claim means any claim, cost (including legal costs on a solicitor and client basis), damages, debt, expense, tax, liability, loss, obligation, allegation, suit, action, demand, cause of action, proceeding, or judgment of any kind, however calculated or caused, and whether direct or indirect, consequential, incidental or economic.

Commencement Date means (a) for New Subscription Quotes, the date as specified in the "Contract Commencement" section or the "Subscription Start Date" section of the Quote, whichever is later, or (b) for Renewal Quotes or Amendment Quotes, the date as specified in the "Subscription Start Date" section of the Quote.

Commercial Purpose means to distribute, transfer, sell, sublicense, or pass possession of any Products (in whole or in part) for the purpose of direct commercial benefit or gain by the Licensee.

Confidential Information means the terms of this Agreement, the pricing, and any other information relating to the business, finances, strategy, methods, processes, products, metadata, services or other affairs of a party or its representatives or related bodies corporate which is disclosed to, learnt by or accessed by the Licensee in connection with the Agreement, whether before or after the Licensee entered into the Agreement, whether orally, electronically, in writing or otherwise.

Content means any content made available by or on behalf of Nearmap to the Licensee in connection with the License, whether or not through the Website or an API.

Coverage Area means the area specified in the "Coverage" section of the Quote for which Nearmap has available Products, which may cover part or all of that area and which may cover part (but not all) of the area covered by the Survey.

Derivative Work means any new work created by or for the Licensee that incorporates, embeds, or includes all or part of a Nearmap Product or Content.

Discloser has the meaning given in section 13.1.

Fair Use Policy means the policy as attached to the Quote.

Fault means any fault, failure, error, or defect which prevents the Licensee from accessing the Products, other than where access is prevented due to a planned outage, because of an unforeseeable event beyond Nearmap's reasonable control or any conduct or activity undertaken by the Licensee, the Licensee's employees, agents, or mandataries.

Fees means the fees specified in the Quote, payable by the Licensee for the License, or as otherwise agreed in writing between Nearmap and the Licensee.

Force Majeure Event has the meaning given in section 12.1.

Government Products means any Products specified in the Quote that are described as "Nearmap Vertical for Government" and "Nearmap Oblique for Government" and includes any other Products offered by Nearmap for government customers only where use of its License is connected to the Fair Use policy.

Infringement Claim has the same meaning given in section 10.1.

Intellectual Property Rights includes all industrial and intellectual property rights throughout the world, including copyright, moral rights, trademarks, patents, rights to protect confidential information, and any other similar rights.

License means the license granted in section 1.1.

Licensee means the person or entity specified in the "Customer Name" section of the Quote.

Nearmap means Nearmap US, Inc.

Non-Government Products means all Products specified in the Quote that do not fall under the definition of Government Products.

Operational Hours means 9am to 5pm MT.

Periodic Allowance or Periodic Data Allowance means the data allowance specified in the "Allowance" section of the Quote unless otherwise agreed in writing between Nearmap and the Licensee.

Periodic Allowance Section means section 1.6 (or its equivalent) in the most current version of the products agreement currently located at here.

Permitted Purpose means the use of Products by the Licensee for internal purposes in the Licensee's ordinary business, and at all times excludes any:

(a) Commercial Purpose;

(b) Unlawful Purpose;

(c) Integration, or attempt to integrate, the Products in an internal system of the Licensee or of a third party; and

(d) Redistribution or copying of files, images, or photographs, or making such files, images, or photographs available in any medium or manner that is contained in the Products to any third party (except as expressly permitted under this Agreement).

Products means any Nearmap products specified in the Quote (and further described on the Website) and, if applicable, the Survey. For the avoidance of doubt, Products include Content.

Product-Specific Terms means additional terms and conditions that apply to certain Products, currently located here.

Quote the document produced after the Licensee places an initial order for the Product(s), requests any changes to its License, or renews its License, which may be titled "New Subscription Quote", "Renewal Quote" or "Amendment Quote".

Recipient has the meaning given in section 13.1.

Renewal Term has the meaning given in section 1.3.

Schedule means a schedule to this Agreement, where such schedule has been incorporated by reference to form part of this Agreement.

Subscription Period means the period stated in the "Subscription Period" column of the Quote.

Subscription Start Date means the date specified in the "Subscription Start Date" section of the Quote.

Term means the term specified in the "Subscription Term" section of the Quote, commencing on the Commencement Date. Where a Subscription Period is stated on the Quote, "Term" means the Subscription Period.

Third Party Providers means third party providers of products and services to Nearmap.

Unlawful Purpose means any unlawful purpose, including but not limited to stalking, harassing or intimidating any person or engaging in misleading or deceptive conduct.

URL means a Uniform Resource Locator.

Website means all pages and sub-sites available within the nearmap.com domain.

FAIR USE POLICY

General

1. It is important to Nearmap that all customers are able to access the Products and Services. Accordingly, we have devised a Fair Use Policy that applies to the data usage of the Products and Services.

2. In this Fair Use Policy:
   a. **Excessive Use** has the meaning given to that term in section 7 of this Fair Use Policy;
   b. **Fair Use Policy** means this policy;
   c. **Nearmap, we, us** or **our** means Nearmap US, Inc.;
   d. **Products** has the meaning given to that term in Your Nearmap Agreement;
   e. **Services** has the meaning given to that term in Your Nearmap Agreement;
   f. **You** or **Your** means any customer of Nearmap;
   g. **Your Nearmap Agreement** means the agreement pursuant to which Nearmap provides You with various products and services; and
   h. **Unreasonable Use** has the meaning given to that term in section 5 of this Fair Use Policy.

3. We reserve the right to vary the terms of this Fair Use Policy from time to time.

4. This Fair Use Policy is in addition to Your Nearmap Agreement and in the event of any inconsistency between the terms of this Fair Use Policy and the terms and conditions of Your Nearmap Agreement, Your Nearmap Agreement prevails.

Unreasonable Use

5. We consider Your use of the Products and Services unreasonable where You use it in a manner which is reasonably considered by Nearmap to be fraudulent use, to be contrary to Your Nearmap Agreement or to adversely affect other Nearmap customers' use of or access to the Products and Services.

6. Among other things, "fraudulent use" includes resupply of the Products and Services without Nearmap's consent so that someone else may access or use the Products and Services or take advantage of the Products and Services.

Excessive Use

7. Excessive Use is a continuing and unreasonably disproportionate use of the Products and Services when compared to other average individual named users.

Nearmap's Rights

8. Where Your use of the Products and Services constitutes Unreasonable Use and/or Excessive Use, Nearmap may contact You to discuss changing Your usage pattern so that it conforms with this Fair Use Policy, or to upgrade to a more suitable Product or Service (if applicable).

9. If, after Nearmap has contacted You, Your Unreasonable Use and/or Excessive Use continues, Nearmap may, without further notice to You:
   a. restrict Your access to low resolution imagery for the remainder of the month; and/or
   b. restrict Your access to low resolution imagery for the remainder of the month until Your data allowance is reset at the beginning of the next month (if applicable); and/or
   c. restrict Your access for the remainder of the month; and/or
   d. restrict Your access to Nearmap until Your data allowance is reset at the beginning of the next month (if applicable); and/or
   e. immediately cease Your access to Nearmap; and/or
   f. exercise any other right available to Nearmap under the terms of Your Nearmap Agreement.

Agenda Item No. C-3

DATE SUBMITTED	08/28/24	COUNCIL ACTION	(X)
		PUBLIC HEARING REQUIRED	( )
SUBMITTED BY	Police Department	RESOLUTION	( )
		ORDINANCE 1ST READING	( )
DATE ACTION REQUIRED	09/04/24	ORDINANCE 2ND READING	( )
		CITY CLERK'S INITIALS	( )

IMPERIAL CITY COUNCIL
AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: **Approval to purchase one 2025 Ford Police Interceptor**

DEPARTMENT INVOLVED:

Police Department

BACKGROUND/SUMMARY:

The Imperial Police Department is requesting to purchase one 2025 Ford Police Interceptor from Alexander Ford in Yuma, AZ. This vehicle will replace unit #401 (Chevrolet Tahoe) which was surplussed through council approval on 05/15/24. Lead time to receive this vehicle is approximately three months. The price of this vehicle is $48,776.89 which is pricing through GSA, thus, not requiring us to go through the bidding process. Installation of all equipment including police radio is $33,268.06. All quotes have been attached for review. Due to fluctuating pricing and shipping costs a 10 percent contingency will be added to the total cost.

FISCAL IMPACT: Not to exceed $90,249.45 from the vehicle replacement fund, new vehicle will be replacing unit #401 (Chevrolet Tahoe).

FINANCE INITIALS VMS

STAFF RECOMMENDATION: Approve

DEPT. INITIALS MS #401

MANAGER'S RECOMMENDATION:

CITY MANAGER's INITIALS OKM

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

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

REFERRED TO:

Preview Order L814 - K8A - Police Inter Utility AWD: Order Summary Time of Preview: 08/14/2024 15:34:54 Receipt: NA

Dealership Name: Alexander Ford **Sales Code :** F71438

Dealer Rep.	LARS BRANDT	**Type**	Fleet	**Vehicle Line**	Explorer	**Order Code**	L814
Customer Name	C O IMPERIAL	**Priority Code**	K1	**Model Year**	2025	**Price Level**	515

DESCRIPTION	MSRP	DESCRIPTION	MSRP
K8A0 POLICE INTER UTILITY AWD	$49515	KEYED ALIKE -KEY CODE C	$50
.119 INCH WHEELBASE	$0	REAR DR HNDL AND LOCKS INOPR	$0
TOTAL BASE VEHICLE	$49515	DEFLECTOR PLATE	$340
AGATE BLACK METALLIC	$0	PRICE CONCESSION INDICATOR	$0
CLOTH BUCKETS/VINYL REAR SEATS	$0	REMARKS TRAILER	$0
ONYX INTERIOR	$0	DAYTIME RUNNING LAMPS (DRL)	$50
EQUIPMENT GROUP 500A	$0	FRONT LICENSE PLATE BRACKET	$0
.FM STEREO	$0	SPECIAL DEALER ACCOUNT ADJUSTM	$0
3.3L TI-VCT V6 ENGINE	$-2330	SPECIAL FLEET ACCOUNT CREDIT	$0
10-SPEED AUTO TRANSMISSION	$0	FUEL CHARGE	$0
HID PLUNG W/R HNDL INOPERABLE	$160	NET INVOICE FLEET OPTION (B4A)	$0
FORD FLEET SPECIAL ADJUSTMENT	$0	PRICED DORA	$0
50 STATE EMISSIONS	$0	ADVERTISING ASSESSMENT	$0
SPOT LAMP LED DUAL - WHELEN	$670	DESTINATION & DELIVERY	$1595

$45,246.08 UNIT
24.08 PROCESSING FEE
3,506.73 SALES TAX @ 7.75%
$48,776.89 TOTAL

	MSRP
TOTAL BASE AND OPTIONS	$50050
DISCOUNTS	NA
TOTAL	$50050

ORDERING FIN: QM715 **END USER FIN:** QM715

INCENTIVES DISCOUNTS:
Acc. Code ID :10 Contract/Ref # :03-197S Bid Date :02/14/24State : CA $-1800.00

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Customer Signature Date

MOTOROLA SOLUTIONS

QUOTE-2758149

Shipping Address:
IMPERIAL POLICE DEPT, CITY OF
424 S IMPERIAL AVE
IMPERIAL, CA 92251
US

Quote Date:08/19/2024
Expiration Date:10/18/2024
Quote Created By:
Andy Grimm
agrimm@daywireless.com
858-864-3660

End Customer:
IMPERIAL POLICE DEPT, CITY OF
Damon Harmon
dharmon@imperial.ca.gov
760-996-1740

(1) APX6500 Mobile Radio. Remote mount, single E5 head, w AES Encryption & Multikey.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	1	$3,383.12	$2,452.76	$2,452.76
1a	G996AS	ENH: OVER THE AIR PROVISIONING	1	$110.00	$79.75	$79.75
1b	GA00580AA	ADD: TDMA OPERATION	1	$495.00	$358.88	$358.88
1c	G51AU	ENH: SMARTZONE OPERATION APX6500	1	$1,320.00	$957.00	$957.00
1d	G67DT	ADD: REMOTE MOUNT E5 APXM	1	$327.00	$237.08	$237.08
1e	G78AT	ENH: 3 YEAR ESSENTIAL SVC	1	$288.00	$288.00	$288.00
1f	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	1	$0.00	$0.00	$0.00
1g	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	1	$66.00	$47.85	$47.85
1h	G843AH	ADD: AES ENCRYPTION AND ADP	1	$523.00	$379.18	$379.18
1i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	$0.00	$0.00	$0.00
1j	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ	1	$15.00	$10.88	$10.88
1k	G806BL	ENH: ASTRO DIGITAL CAI OP APX	1	$567.00	$411.08	$411.08

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1l	GA01670AA	ADD: APX E5 CONTROL HEAD	1	$717.00	$519.83	$519.83
1m	W22BA	ADD: STD PALM MICROPHONE APX	1	$79.00	$57.28	$57.28
1n	QA09113AB	ADD: BASELINE RELEASE SW	1	$0.00	$0.00	$0.00
1o	W969BG	ENH: MULTIKEY OPERATION	1	$363.00	$263.18	$263.18
1p	G361AH	ENH: P25 TRUNKING SOFTWARE APX	1	$330.00	$239.25	$239.25

Subtotal $6,302.00

Estimated Tax $466.09

Grand Total $6,768.09(USD)

Notes:

- Shipping is included at no charge. Warranty is not taxed. Taxable amount is $6,014.00. Tax rate 7.75%.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

AIRWAVE COMMUNICATIONS IMPERIAL

414 SOUTH "J" STREET
IMPERIAL, CA 92251

Ph: 760.355.2804
Fx: 760 355 1453

Date	Quote #
8/27/2024	8373

Name / Address
City of Imperial Attn: Administrative Service Department 420 South Imperial Ave Imperial, Ca 92251

Project No:	Rep
	Tino

Qty	Description	Cost	Total
	Installation of Equipment into 2025 Ford Explorer Requested by Damon 760.355.4327		
1	Installation of Equipment - All New Equipment Listed Below - Additional Items Not Included In Quote to Be Billed at Time and Material	4,320.00	4,320.00
	Below All New Equipment		
1	Valor 51" Lightbar	2,717.00	2,717.00T
1	2020 Interceptor SUV Valor Lightbar Clamp Kit	0.00	0.00T
1	Pathfinder Siren 17 Button	1,177.80	1,177.80T
1	Siren Speaker	0.00	0.00T
1	Siren Speaker Bracket - Universal	0.00	0.00T
1	SpectraLUX Rear ILS, Off Axis RBA / RBA	1,316.25	1,316.25T
1	Micropulse Wide Angle Dual-Color, (12) Blue/White LEDs	190.25	190.25T
1	Micropulse Wide Angle Dual-Color, (12) Red/White LEDs	190.25	190.25T
1	Micropulse Wide Angle Bracket	41.00	41.00T
2	Single Color - Blue	94.99	189.98T
2	Single Color - Red	94.99	189.98T
2	Single Color - White	94.99	189.98T

	Sales Tax (7.75%)
	Total

Signature

AIRWAVE COMMUNICATIONS IMPERIAL

414 SOUTH "J" STREET
IMPERIAL, CA 92251

Ph: 760.355.2804
Fx: 760 355 1453

Date	Quote #
8/27/2024	8373

Name / Address
City of Imperial Attn: Administrative Service Department 420 South Imperial Ave Imperial, Ca 92251

Project No:	Rep
	Tino

Qty	Description	Cost	Total
1	GETAC - F110G7 Intel Core i7-1355U Processor, Windows Hello Webcam, Microsoft Windows 11 Pro x64 with 16GB RAM, 256GB PCIe SSD, Sunlight Readable (Full HD LCD+ Touchscreen+ Digitizer), US Power Cord, Rear Camera + Standard Batteries (2-pack), WIFI + BT + 4G LTE w/ integrated GPS/Glonass+ Passthrough, LF/HF RFID(**), 3 Year B2B Warranty	4,200.00	4,200.00T
1	Universal Vehicle Base	81.85	81.85T
1	5' Upper Pole	98.11	98.11T
1	Low Profile Quick Release	169.89	169.89T
1	Motion Attachment LSA	424.00	424.00T
1	F110 TRI RF Vehicle Docking Station	965.38	965.38T
1	2020+ Ford On Dash MT	396.92	396.92T
1	Push Bumper (Interceptor) with Micropulse Ultra Lights	836.07	836.07T
1	Door Panels	280.97	280.97T
1	Dual Weapons System - Universal XL Locks	520.09	520.09T
1	GK0726 Timer and Switch	44.99	44.99T
1	Recessed Partition 1/2 Poly 1/2 Mesh	835.98	835.98T
1	Rear Cargo Barrier with Replacement Seat	1,399.71	1,399.71T
1	Easy Lift Cargo Deck with Tray	1,305.77	1,305.77T
1	Rear Window Horizontal Bar Guards	280.97	280.97T
1	Console	421.91	421.91T
1	4" Internal Dual Beverage Holder	64.00	64.00T
		Sales Tax (7.75%)	
		Total	

Signature

AIRWAVE COMMUNICATIONS IMPERIAL

414 SOUTH "J" STREET
IMPERIAL, CA 92251

Ph: 760.355.2804
Fx: 760 355 1453

Date	Quote #
8/27/2024	8373

Name / Address
City of Imperial Attn: Administrative Service Department 420 South Imperial Ave Imperial, Ca 92251

Project No:	Rep
	Tino

Qty	Description	Cost	Total
1	6" Side Mount Arm Rest	81.99	81.99T
1	FP 4" Dual Faceplate for APX6500 and Deck Box	50.00	50.00T
1	17 Button Siren Control Faceplate	50.00	50.00T
1	FP 1" Blank	13.00	13.00T
1	FP 2" Blank	13.00	13.00T
1	WAN LAN GPS PCS Antenna System	165.85	165.85T
1	TG3 BLTX Backlit Keyboard	239.27	239.27T
1	Ch15 with Smart Start Timer and 20 Foot Outputs	599.99	599.99T
1	Installation Hardware	100.00	100.00T
1	Shipping	800.00	800.00
	Please Read Quotation 8373 Thoroughly and Verify That It Fits Your Specifications. If This Quote Fulfills Your Requirements, Please Submit A Signed Copy Along with Purchase Order If Needed. No Customer Order Will Be Placed without Signed Quote or Purchase Order. All Parts Provided By Customer Will Be Installed In Existing Condition. Manufacturer and Installation Warranty Applies to New Parts Only. Labor Only Quote, Except for Basic Installation Material. If Relocation Components and / or Modifications Are Required, Time and Material Charges Will Apply.		
		Sales Tax (7.75%)	
		Total	

Signature

AIRWAVE COMMUNICATIONS IMPERIAL

414 SOUTH "J" STREET
IMPERIAL, CA 92251

Ph: 760.355.2804
Fx: 760 355 1453

Date	Quote #
8/27/2024	8373

Name / Address
City of Imperial Attn: Administrative Service Department 420 South Imperial Ave Imperial, Ca 92251

Project No:	Rep
	Tino

Qty	Description	Cost	Total
	Quote Based On Information Provided By Customer. Change of SOW May Cause Price and Availability to Change. * This quote is intended for the named party above and not for distribution. * This is a standard quote provided site unseen without prior coverage test. * Airwave Communications reserves the right to charge for time and efforts gathering this information, all or in part if the intent was to use for RFP/RFQ or similar. * Any additional parts and work outside SOW will be billed at time and material. * Terms are (unless otherwise agreed in writing): 30% upon Purchase Order (PO), 30% upon receipt of equipment or parts to our facility, and balance upon delivery or pick up. * There is a 2% service fee for credit card transactions. * A "Return Authorization" number must be requested, a return fee may be uncured, credits for returns will not include prior shipping or service charges. Special or Custom orders are non-refundable. * Due to erratic changes in the current national		
		Sales Tax (7.75%)	
		Total	

Signature

AIRWAVE COMMUNICATIONS IMPERIAL

414 SOUTH "J" STREET
IMPERIAL, CA 92251

Ph: 760.355.2804
Fx: 760 355 1453

Date	Quote #
8/27/2024	8373

Name / Address
City of Imperial Attn: Administrative Service Department 420 South Imperial Ave Imperial, Ca 92251

Project No:	Rep
	Tino

Qty	Description	Cost	Total
	supply chain, there may be a longer than normal lead time for products and services, as well as changes in prices. Prices may be contingent on delivery from manufacturer to vendor. Please check with your Airwave representative for more information. Quote 8373 Expires 09/20/2024		

	Sales Tax (7.75%)	$1,537.77
	Total	$26,499.97

Signature _____

Agenda Item No. C-4

DATE SUBMITTED	08/06/2024
SUBMITTED BY	Kristen Smith
DATE ACTION REQUIRED	09/04/2024

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

IMPERIAL CITY COUNCIL
AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

1. Approval and adoption of the City of Imperial Drug- and Alcohol-Free Workplace Policy.

DEPARTMENT INVOLVED: Human Resources

BACKGROUND/SUMMARY:

The City of Imperial is requesting the Council's consideration in the adoption of the City of Imperial Drug- and Alcohol-Free Workplace Policy to replace the current Drug Free Workplace Policy.

The purpose of this revised policy is to address updates to the current California law regarding drug testing in the workplace. The revised policy is more comprehensive which will provide staff with information on the expectations and standards of having a drug- and alcohol-free workplace. The policy provisions apply to all city staff.

FISCAL IMPACT: NOT TO EXCEED There is no fiscal impact associated with this action.	FINANCE INITIALS VMS
STAFF RECOMMENDATION: Recommendation to approve and adopt the City of Imperial Drug- and Alcohol-Free Workplace Policy to replace the current Drug Free Workplace Policy.	DEPT. INITIALS KWS
MANAGER'S RECOMMENDATION: Approve Staff Recommendation	CITY MANAGER's INITIALS Oth

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

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

REFERRED TO:

POLICY NAME: Drug- and Alcohol-Free Workplace Policy	AUTHORITY: City of Imperial
APPLICATION: All Employees	DATE APPROVED: Pending CC Approval City Council Agenda Item – September 4, 2024

CITY OF IMPERIAL

DRUG- AND ALCOHOL-FREE

WORKPLACE POLICY

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CITY OF IMPERIAL

DRUG- AND ALCOHOL-FREE

WORKPLACE POLICY

I. PURPOSE

A. The City of Imperial ("City") is committed to providing a healthy and safe work environment for its employees. The purpose of this policy is to maintain a workplace that is free of drugs and alcohol and to discourage drug and alcohol abuse ("substance abuse") by employees. There is a vital interest in maintaining safe and efficient working conditions for employees. Substance abuse is incompatible with health, safety, efficiency, and success. Employees who are under the influence of alcohol or who have any illegal drugs in their system, or who abuse legal drugs while conducting or performing business endanger their own health and safety and the health and safety of others.

B. Substance abuse can also cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for coworkers, disruption to other employees, delays in the completion of work, inferior quality of service, and disruption of resident relations. This policy governs not only the abuse of alcohol and illegal drugs but also the use and abuse of legal drugs in the workplace. Employees who use legal drugs, including prescription and over-the-counter drugs, should consult with a health care provider regarding the medication's impact on work and must comply with those provisions set forth in this policy that address such use.

C. To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, to protect its business, property, equipment, and operations, and to comply with all federal and state requirements, including, but not limited to, the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8103) and the California Drug-Free Workplace Act of 1990 (Government Code § 8355), the City has established this policy concerning employee use of alcohol and drugs. As a condition of hire and continued employment, each employee must abide by this policy. Each employee will be given a copy of this policy upon their hire.

D. In the spirit of creating a drug- and alcohol-free work environment, nothing in the policy shall be construed to restrict the City's ability to use common sense, prudence, technology, or external resources to protect the safety of its employees, its customers, or the public, unless otherwise prohibited by law.

E. The City of Imperial has established the following policy prohibiting, in part, the use, possession, sale and trade of alcohol, illegal drugs, or "legal" substances marketed or designed to change mood (ie: "spice", "bath salts", "salvia"), or having any detectable amount of illegal drugs or alcohol at or above .01%BAC within an employee's bodily system while on duty or while in any City workplace.

Nothing in this policy is intended to diminish the City's commitment to employ qualified disabled individuals or to provide reasonable accommodation to such individuals consistent with all federal, state, and local laws.

II. APPLICABILITY

A. This policy applies to all applicants and employees of the City.

B. Certain employees may be subject to the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. No. 102-143, 105 Stat. 952, as amended) which requires alcohol and drug-testing of safety-sensitive transportation employees who are required to have a commercial driver's license (49 CFR Parts 40, 382, 391, 392, and 395, as amended). To comply with Department of Transportation (DOT) regulations, the City has developed specific guidelines regarding when and how drug and alcohol testing will occur, as well as provisions on rehabilitative services available to all covered employees. Covered employees who are required to have a commercial driver's license are covered by this policy except where this policy conflicts with the Omnibus Transportation Employee Testing Act of 1991, as amended, the Federal Highway Administration Regulations, as amended, Federal Motor Carrier Safety Administration, as amended, or any other applicable Department of Transportation City regulations governing drug testing of employees required to possess a commercial driver's license, in which case the transportation-specific legal requirement will control.

III. DEFINITIONS

A. *Controlled Substances.* Any drug or substance that is classified into the five schedules or classes on the basis of its potential for abuse, accepted use, and accepted safety under medical supervision by the federal Drug Enforcement Administration. Examples of controlled substances include, but are not limited to, marijuana metabolites, cocaine metabolites, opiate metabolites, amphetamines, and phencyclidine (PCP). Controlled substances may be further classified as illegal or legal drugs.

B. *On-Duty*: An employee is on compensable work time and/or any time in which the employee is acting within the course and scope of his/her employment for the City. This includes paid stand-by or on-call time.

C. *Illegal Drugs.* A controlled substance, a legal drug which has not been legally obtained, or a legal drug which was legally obtained, but that is being sold or distributed unlawfully.

D. *Legal Drugs*. Any drug, including any prescription drug or over-the-counter drug, that has been legally obtained and that is not unlawfully sold or distributed.

E. *Abuse of any Legal Drug*. Abuse of any legal drug means the use of any legal drug (i) for any purpose other than the purpose for which it was prescribed or manufactured; or (ii) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.

F. *Drug Paraphernalia*. Drug paraphernalia means any device or instrument used for injecting, smoking, consuming, or otherwise administering a controlled substance/legal drug/illegal drug, which includes, but is not limited to the items set forth in California Health and Safety Code section 11364.

G. *Reasonable Suspicion*. Reasonable suspicion means a belief based upon objective facts, evidence, or other indicators sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or reduced. For example, any of the following, alone or in combination, may constitute reasonable suspicion (this is not an exhaustive list):

1. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of drugs or alcohol. The factors listed below may demonstrate physical symptoms of being under the influence of drugs or alcohol.

    a. Equilibrium – Does the person abnormally stagger, sway side-to-side, or backward and forward when standing? Does the person abnormally stagger when walking?

    b. Speech – Is the person's manner of speech abnormally slurred, rapid, or slow when compared to the person's normal manner of speech.

    c. Mental Reaction – During conversations with the person or by observing the person in conversations with others, are the person's statements responsive or consistent with the topic or the sequence of the conversation? Does the person's attention appear to abnormally wander?

    d. Odor – (of alcohol or drugs on breath, body, or clothing)

    e. Is there any suspicious odor, or is there a lack of such an odor? Any presence of such an odor or lack thereof should be noted.

    f. Eyes – Are the person's eyes normal? Are the pupils abnormally constricted or dilated? Are the eyes extremely red or abnormally red rimmed? Does the person have difficulty focusing his/her attention?

    g. Physical Actions – Is a normally calm person hyperactive or nervous? Does he or she appear to abnormally act nervous or in a nervous manner?

Is a normally energetic, active, gregarious person abnormally lethargic, inattentive, or withdrawn?

h. Mood – Is the person abnormally hostile, angry or short with others, or abnormally sad, or prone to uncontrolled crying or depression when compared to the person's normal mood?

2. A pattern of abnormal conduct or erratic behavior.

3. Conviction for a drug-related or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use or distribution, while on compensable work time.

4. Information provided either by reliable and credible sources or independently corroborated by others sources, to include self-admission of drug/alcohol use.

5. Newly discovered evidence that the employee tampered with a previous drug test.

Mere hunches are not sufficient to constitute reasonable suspicion for purpose of this policy.

H. *Possession*. Possession means that an employee has the substance on the employee's person or otherwise under the employee's control.

I. *Under the Influence*. The use or misuse of any of the following in a manner and to a degree that impairs the employee's work performance or ability to use City property or equipment safely:

1. Any alcoholic beverage;

2. Any illegal drug or substance; or

3. Any legal drug.

J. *Impaired*. Diminished capacity, ability, mental acuity, or performance.

K. *City Property*. This includes all City property. Examples of City property include but are not limited to: property assigned to or used by employees (such as furniture, desks, cabinets, storage bins, tool boxes and lockers), equipment, machinery and vehicles owned, leased, rented or used by the City.

L. *Safety-Sensitive Employees*. Safety-sensitive employees are employees who hold safety-sensitive positions. Safety-sensitive positions are those requiring the performance of duties that present risks to self and others so that even a

momentary lapse of attention can have disastrous consequences, including, but not limited to the following:

1. Positions that include interaction with children, where employees are directly responsible for protecting children, or where employees have continuous interaction or supervision that puts them in a position of influence over children.

2. Positions that have a history of drug and/or alcohol use include those where the City has established the existence of documented problems with drug and/or alcohol use by employees in a particular position or particular department.

Positions that are subject to the Omnibus Transportation Employee Testing Act of 1991 are also classified as "safety-sensitive" as that term is defined by the Department of Transportation regulations and federal law.

IV. EMPLOYEE RESPONSIBILITIES

ALL EMPLOYEES SHALL

A. Comply with the provisions of this policy.

B. Notify his/her immediate supervisor if the employee has reason to believe that another employee may be in violation of this Policy.

SUPERVISOR RESPONSIBILITIES

In addition to the employee responsibilities, supervisors shall have the following responsibilities:

A. Attend City-sponsored training on drug and alcohol awareness.

B. Ensure that each employee is made aware of and has been provided a copy of this policy and ensure that this policy is explained to each employee they supervise.

C. Complete the Reasonable Suspicion Report (Appendix B) for incidents of reasonable suspicion.

D. Contact the Department Head, or designee, as soon as practicable after identifying a Critical Incident.

E. Comply with the procedures set forth in this policy.

DEPARTMENT DIRECTOR RESPONSIBILITIES

The Department Director or designee shall have the following responsibilities:

A. Maintain availability to be contacted as soon as possible by a supervisor who recommends that an employee be ordered to undergo an alcohol or drug testing process.

B. Notify Human Resources of a critical incident prior to taking any steps to comply with this policy. Direct employees to complete a drug or alcohol testing process when appropriate under this policy.

C. Recommend employee participation in an EAP program or other self-referral program.

D. Maintain the confidentiality (on a need-to-know basis) of any information received through the enforcement of this policy.

E. Take all actions necessary to ensure that the City and its representatives do not unlawfully retaliate against or intimidate any employee who complies with or enforces the provisions of this policy.

V. POLICY

A. No Right of Privacy

The City respects the individual privacy of its employees. However, employee privacy does not extend to the employee's use of city provided equipment, supplies, or property. Employees should be aware that the terms of this policy limit their privacy in the workplace and that employees have no reasonable expectation of privacy with respect to City property, which may be searched at any time.

INSPECTIONS: An employee shall not be physically searched nor shall an employee's private property (purse, briefcase, car, etc.) be searched by a supervisor. However, if the supervisor has a reasonable suspicion that an employee possesses an illegal drug, the supervisor may ask the employee for consent to search the employee's private property, and if the employee refuses, the supervisor shall notify the appropriate law enforcement agency if there is reasonable suspicion to believe there has been a violation of this policy. To prevent the presence of illegal drugs and alcohol in the work place, all City lockers, desks, cabinets, computers and vehicles are deemed to be the property of the City and are subject to search without the employee's consent by City management at any time with or without notice. If possible, the City will attempt to allow the employee to be present when the search is conducted.

Refusal to cooperate with a search may result in disciplinary action, up to and including termination.

A Peace Officer who is covered by Public Safety Officers Procedural Bill of Rights ("POBR") shall not have his or her locker or other space for storage that may be assigned to him or her searched except in his or her presence, or with his or her consent, or unless a valid search warrant has been obtained or unless he or she has been notified that a search will be conducted.

B. Cannabis

The City recognizes that the State of California has legalized the use of cannabis for recreational and certain medical uses. However, under federal law, the use of cannabis remains prohibited, and cannabis remains a controlled substance. The City will not take action against an employee solely because of the employee's lawful, off-duty use of cannabis. However, the City reserves the right to take disciplinary action under this policy, up to and including termination, when an employee is actually impaired by cannabis on duty or engages in any other conduct involving cannabis that violates this policy. Any action involving cannabis use will be consistent with Government Code Section 12954.

C. Advance Notification to City of Use of Legal Drugs

1. *Use of Legal Drugs*. The City recognizes that it may be necessary for employees to use legal drugs from time to time. The City also recognizes that even legal drugs can impair the employee's ability to adequately or safely perform their duties. In order to accommodate employees who use legal drugs while helping avoid serious adverse consequences resulting from such drug use, employees are required to notify the City so that the City can determine if any work restrictions are advisable under the circumstances.

2. *When Notification is Required*. Employees who know or should know that their use of legal drugs might endanger their own safety or the safety of another person, might pose a risk of significant damage to the City's property, or might interfere with their job performance or the efficient operation of the City's business, are obligated to report such drug use to Human Resources. The name of the medication or reason for its use need not be reported. The City reserves the right to have either a City-designated physician or the employee's own physician determine whether it is advisable for the employee to continue working while taking such drugs.

3. *Duty to Disclose*. Employees who operate or who are responsible in any way for the operation, custody, or care of the City's property, or for the safety

of other employees or other persons, have a duty to disclose the nature of their job duties to any prescribing physician or pharmacist and/or to a City physician or pharmacist and to inquire of the physician(s) or pharmacist whether their use of the prescribed drug might result in the dangers, risks, or impairment that this policy is intended to prevent.

4. *Restrictions on Work*. The City reserves the right to restrict the work activities of any employee who is using legal drugs or prohibit any employee from working entirely while the employee is using legal drugs.

5. *Duty to Refrain from Working*. No employee using legal drugs may report for or remain at work while impaired.

D. Prohibited Conduct

1. *Scope*. Employees may not engage in any of the prohibited conduct identified in this policy any time the employee is:

   a. On City premises, in the workplace, or in uniform;

   b. Conducting or performing City business, regardless of location;

   c. Performing an assigned duty at a City community event;

   d. Operating or responsible for the operation, custody, or care of City vehicles, equipment, or other property, or

   e. Responsible in any way for the safety of other individuals associated with the City, including, but not limited to, colleagues, management, visitors, residents, and vendors.

2. *Alcohol*. The following acts are prohibited, and commission of these acts may subject an employee to discipline, up to and including, termination:

   a. The unauthorized use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of alcohol; or

   b. Being impaired due to alcohol use.

3. *Controlled Substances*. The unlawful manufacture, distribution, dispensation, possession, or use of any controlled substance are prohibited, and commission of these acts may subject an employee to discipline, up to and including, termination.

4. *Illegal Drugs*. The following acts are prohibited, and commission of these acts may subject an employee to discipline, up to and including, termination:

a. The purchase, sale, manufacture, distribution, transportation, dispensation, use, or possession of any illegal drug or drug paraphernalia; or

b. Having any illegal drug in an employee's system.

Cannabis. As it relates to testing for cannabis, consistent with Government Code Section 12954, this section shall only apply to an employee who has psychoactive cannabis metabolites in their system.

5. *Legal Drugs*. The following acts are prohibited, and commission of these acts may subject an employee to discipline, up to and including termination:

a. The abuse of any legal drug; or

b. The purchase, sale, manufacture, distribution, transportation, dispensation, use, or possession of any legal prescription or over-the-counter drug in a manner inconsistent with law; or

c. Working while impaired by the use of a legal drug in violation of section V above; or

d. Working without providing the required notice in violation of section V, above; or

e. Failure to make proper disclosure in violation of section V, above.

VI. SUBSTANCE SCREENING

A. Job Applicants

Job applicants may be required to undergo drug and alcohol testing as a condition of employment with the City. No drug and/or alcohol test shall be administered prior to the applicant receiving a conditional offer of employment. Only positions that present a special need for drug and/or alcohol testing will be subject to this section. For purposes of pre-employment drug and/or alcohol testing, special need includes safety-sensitive positions as defined in this policy and identified in Appendix A.

B. Employees

Current employees will be subject to drug and/or alcohol testing in the following circumstances:

1. Following a determination that reasonable suspicion exists in accordance with this policy; or

2. When an employee is subject to return to duty and/or follow-up testing following an employee's return from drug and/or alcohol rehabilitation and/or treatment.

3. Following a workplace accident that results in serious injury, fatality, or significant property damage.

4. Following an on-duty vehicle accident that results in serious injury resulting in medical treatment, fatality, significant property damage, or vehicles incurring disabling damage requiring vehicles to be transported away from the scene by a tow truck or other motor vehicle.

C. Testing

1. The City may use each or all of the following testing methods:
   a. Pre-employment testing;
   b. Reasonable suspicion testing;
   c. Post-accident testing; and
   d. Testing authorized or required by federal or state regulations, including Department of Transportation regulations.

2. *Consent*. Prior to the administration of any drug and/or alcohol testing, the City's testing provider shall attempt to obtain from the employee a completed and signed consent form. This form will document the employee's consent in writing to examination and testing and will authorize the release of such information to the City. Refusal by the employee to sign a consent form is considered insubordination and may be independent grounds for disciplinary action, up to and including termination.

3. *Interference with a Required Test or Refusal to Cooperate*. An employee will be subject to the same consequences as a positive test if the employee:
   a. Refuses the screening or test by engaging in behavior such as refusal to provide a urine specimen, body fluid specimen, hair, or breath sample without a valid medical explanation; a verbal declaration of refusal; or physical absence;
   b. Adulterates, dilutes, contaminates, or tampers with the specimen, or attempts to do so;
   c. Substitutes the specimen with that of another person, or sends an imposter to provide a specimen, or attempts to do either act;
   d. Refuses to sign the required forms or documentation;

e. Otherwise refuses to cooperate in the testing process in such a way that prevents conducting or completion of the test.

4. *Results*. If the drug screen is positive, the employee may be requested to provide, within one (1) business day of the test results, bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name.

5. *Cannabis*. Consistent with Government Code section 12954, the City will not screen for nonpsychoactive cannabis metabolites.

6. *Post-Accident Testing Details*. All employees will be subject to drug and/or alcohol testing for post-accident testing as follows:

   a. As soon as practical following any accident in a city vehicle or involving city property, each surviving employee driver involved in the accident shall be tested for alcohol and drugs. Additionally, the city reserves the right to test additional employees if it has been determined that they are a contributing factor to the accident, even if they were not driving.

   b. The employee(s) must remain readily available for testing and if not, that will be deemed by the City as a refusal to test. The only exception to remaining readily available, will be if the employee needs necessary medical attention for injuries sustained following an accident. The employee's necessary medical treatment should not be delayed in order to take the test. Once the employee has received the necessary medical attention, they must then undergo testing if it is within the timeframe of post-accident testing as determined by the City.

   c. No employee required to take a post-accident test shall consume alcohol or cannabis for eight (8) hours following the accident or until the driver undergoes a post-accident drug and/or alcohol test, whichever occurs first.

   d. No employee required to take a post-accident test shall drive themselves to the testing center. Instead, they will be transported to the testing center by a designated supervisor, management, Human Resources staff or a designated employee if no supervisor, management or Human Resources staff is available to provide transportation to the testing center.

VII. CONSEQUENCES OF POLICY VIOLATIONS

Violation of this policy by any employee may result in discipline, up to and including discharge, depending on the circumstances and at the sole discretion of the City. For those employees employed in positions covered by the DOT regulations,

discipline will be administered in accordance with Title 13 of the California Code of Regulations and Title 49 of the Code of Federal Regulations.

A. Effect of Criminal Conviction

An employee who is convicted under a criminal drug statute for a violation occurring in the workplace, while conducting or performing City business regardless of location, or during any City-related activity or event will be deemed to have violated this policy.

B. Effect of a Positive Test

An employee who receives a positive test for drugs or alcohol will be in violation of this policy. An applicant who receives a positive test result for drugs or alcohol may have their conditional offer of employment rescinded and may not be hired.

C. Refusal to Test

Whenever an employee refuses an order to submit to a drug and/or alcohol test upon appropriate direction, the employee shall be reminded of the requirements of this policy and the disciplinary consequences for refusal. Such refusal may be considered insubordination and is grounds for disciplinary action up to and including termination. Refusal to test includes, but is not limited to:

1. Failing to appear at the collection site in the time allotted;
2. Leaving the collection site before the testing process is completed;
3. Failing to provide a breath, urine, hair, or saliva specimen;
4. Failing to permit the observation or monitoring of specimen collection when required;
5. Failing to provide a sufficient amount of urine or breath specimen without a valid medical explanation;
6. Adulterating or diluting a urine, breath, or saliva specimen;
7. Failing or refusing to take a second test when required;
8. Failing to cooperate with any part of the testing process; for example: refusing to sign the testing form when required.

Return to Duty/Follow-up Testing

Employees who violate this policy may also be required to participate in a drug and/or alcohol rehabilitation or counseling programs as a condition of continued employment. In certain instances (such as an employee who tested positive for drug

and/or alcohol or has successfully completed drug and/or alcohol rehabilitation), and solely at the City's discretion, the City may enter into an agreement with an employee who would otherwise be disciplined to permit the employee to keep their job upon fulfilling certain requirements pertaining to drug and/or alcohol rehabilitation, including, but not limited to, submitting to return to duty and/or follow-up testing when directed to do so by the City in accordance with this policy.

VIII. CRIMINAL CONVICTIONS

Employees must notify the City of any conviction under a criminal drug statute for a violation occurring in the workplace, while conducting or performing City business regardless of location, or during any City-related activity or event, in writing, no later than 5 days after any such conviction. For purposes of this policy, a conviction includes a finding of guilt, a plea of *nolo contendre* or no contest, and/or an imposition of sentence by any judicial body charged with responsibility to determine violations of federal or state criminal drug and alcohol statutes. When required by applicable law, the City will notify agencies under contract of any employee who has been convicted under a criminal drug statute for a violation occurring while conducting or performing City business, regardless of location.

IX. CONFIDENTIALITY

Disclosures made by employees to Human Resources concerning their use of legal drugs will be treated confidentially and will not be revealed to managers or supervisors unless there is an important work-related reason to do so, or disclosure is required by law. Disclosures made by employees to Human Resources concerning their participation in any drug and/or alcohol rehabilitation program will be treated confidentially. Laboratory reports and/or test results shall not be maintained in an employee's general personnel file and information of this nature will be maintained in a separate confidential medical folder.

Managers and supervisors must restrict communications concerning possible violations of this policy to persons who have an important work-related reason to know. In addition, managers and supervisors must not disclose the fact of an employee's participation in any drug and/or alcohol counseling or rehabilitation program.

X. VOLUNTARY ASSISTANCE OR REHABILITATION

A. In General

The City encourages employees who suspect they may have alcohol or drug problems to seek voluntary assistance and rehabilitation at an early date. Accordingly, an eligible employee who decides to seek treatment or rehabilitation will not be subject to discipline solely because of seeking such treatment.

However, the City reserves the right to discipline employees, up to and including termination, who are found to have engaged in activity prohibited by this policy.

B. Employee Assistance

The Employee Assistance Program (EAP) is available to assist employees in these efforts to overcome problems with drugs and/or alcohol. Information pertaining to such programs may be obtained by direct contact with the EAP City. Please contact the Human Resources Department if you need the EAP City's contact information. The EAP City's contact information is also located on the Intranet for employees.

C. Leave of Absence for Voluntary Receipt of Assistance and Rehabilitation

Employees who wish to voluntarily enter and participate in an approved alcohol or drug rehabilitation program are encouraged to contact the Human Resources Manager, who will determine whether the City can accommodate the employee by providing unpaid leave to complete the program. The City reserves the right to deny such leave in accordance with applicable state or federal law if granting the leave is unreasonable or would impose an undue hardship on the City.

The City is under no obligation to rehire a former employee who is terminated for violation of this policy, or reconsider a previous job applicant (as defined in this policy), who was disqualified due to a positive drug or alcohol pre-placement test. If the City, through the Human Resources and Risk Management Department, chooses to rehire a former employee or reconsider a job applicant, the City requires the following actions be completed:

A. Provide a City approved SAP return to work authorization letter;

B. Complete a City approved Last Chance Agreement and abide by all terms;

C. Pass a Pre-placement drug test;

D. Agree to remain drug and alcohol free at the workplace;

E. Submit to unannounced follow-up testing for no less than twelve (12) months.

The City may require a disqualification period to pass before the individual is considered for placement under this section. Furthermore, the City has no obligation to provide information to or to provide or pay for rehabilitation for employees or job applicants who either fail or refuse to take a pre-placement drug or alcohol test.

CITY OF IMPERIAL

DRUG- AND ALCOHOL-FREE

WORKPLACE POLICY

APPENDIX A

SAFETY-SENSITIVE POSITIONS

i. Safety-Sensitive Positions (General)

- Chief of Police
- Crew Leader (Parks)
- Crew Leader (Public Services)
- General Maintenance Worker I
- Park Maintenance Worker I, II and III
- Police Captain
- Police Corporal
- Police Officer
- Police Sergeant
- Police Services Officer I, II and III
- Public Services Director
- Water Plant Chief Operator
- Water Operator-In-Training (OIT)
- Wastewater Operator-In-Training (OIT)

ii. Safety-Sensitive Positions (Responsibility for Children)

- Librarian
- Library Administrator
- Library Assistant
- Library Page
- Library Technician
- Lifeguard I, II, and III
- Literacy Coordinator
- Special Events Coordinator
- Recreation Coordinator
- Recreation Leader I, II and III
- Recreation Specialist

iii. Otherwise Required or Permitted by Applicable Law

Below are positions that require a Class A or B driver license

- Distribution Utility Worker I and II
- Equipment Mechanic
- General Maintenance Worker II and III
- General Maintenance Technician I
- Lead Equipment Mechanic
- Maintenance Electrician
- Public Services Manager
- Public Services Foreman *(if class A or B driver's license is required for assignment)*
- Water Treatment Operator I, II and III
- Wastewater Operator I, II and III
- Wastewater Plant Chief Operator

CITY OF IMPERIAL

DRUG- AND ALCOHOL-FREE

WORKPLACE POLICY

APPENDIX B

REASONABLE SUSPICION REPORT

EMPLOYEE INFORMATION

Employee Name: _____

Job Title: _____

Department: _____

Direct Supervisor: _____

OBSERVATION

Location/Building: _____

Date: _____ **Time: From:** _____ ☐AM ☐PM **To:** _____ ☐AM ☐PM

CAUSE FOR SUSPICION (*Answer all that apply*):

1. **Presence of Drugs, Alcohol, and/or Paraphernalia *(specify)*:**

_____

2. **Appearance**

☐ Normal	☐ Flushed	☐ Puncture Marks
☐ Disheveled	☐ Bloodshot Eyes	☐ Inappropriate wearing of sunglasses
☐ Tremors	☐ Profuse Sweating	☐ Dilated/Constricted Pupils
☐ Body Odor	☐ Dry-mouth Symptoms	☐ Runny Nose/Sores

☐ Other: _____

3. **Behavior**

Speech: ☐ Normal ☐ Incoherent ☐ Slurred ☐ Silent
☐ Confused ☐ Slowed ☐ Whispering
☐ Other: _____

Awareness: ☐ Normal ☐ Confused ☐ Mood Swings ☐ Euphoria
☐ Lethargic ☐ Disoriented ☐ Paranoid ☐ Lack of Coordination
☐ Other: _____

CITY OF IMPERIAL

DRUG- AND ALCOHOL-FREE

WORKPLACE POLICY

APPENDIX B

REASONABLE SUSPICION REPORT

(CONTINUED)

4. Motor Skills

Balance: ☐ Normal ☐ Swaying ☐ Falling ☐ Staggering
☐ Other: _____

Walking & Turning:
☐ Normal ☐ Swaying ☐ Arms Raised for Balance
☐ Stumbling ☐ Falling ☐ Reaching for Support
☐ Other: _____

5. Other Observed Action or Behavior *(specify, add other sheets as needed)*

_____

WITNESSED BY: *(must be a supervisor or manager trained in physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances)*

Required 1st Witness

Print Name: _____ **Signature:** _____

Title: _____

Date: _____ **Time:** _____ **☐AM ☐PM**

Optional 2nd Witness

Print Name: _____ *Signature:* _____

Title: _____

Date: _____ *Time:* _____ *☐AM ☐PM*

CITY OF IMPERIAL

DRUG- AND ALCOHOL-FREE

WORKPLACE POLICY

APPENDIX C

EMPLOYEE ACKNOWLEDGMENT OF

RECEIPT OF DRUG- AND ALCOHOL-FREE WORKPLACE POLICY

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

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

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

PRINT FULL NAME: _____

SIGNATURE: _____

DATE: _____

(RETAIN IN EMPLOYEE PERSONNEL FILE)

Agenda Item No. C-5

DATE SUBMITTED	08/06/2024
SUBMITTED BY	Kristen Smith
DATE ACTION REQUIRED	09/04/2024

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

IMPERIAL CITY COUNCIL
AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

1. Approval and adoption of the Workplace Violence Prevention Plan (WVPP).

DEPARTMENT INVOLVED: Human Resources

BACKGROUND/SUMMARY:

The City of Imperial is requesting the Council's consideration in the adoption of the Workplace Violence Prevention Plan (WVPP).

The purpose of the plan is to prevent violence in our workplace and is mandated by OSHA for all workplaces to establish and implement one. The plan provisions apply to all city staff.

FISCAL IMPACT: NOT TO EXCEED

There is no fiscal impact associated with this action.

FINANCE INITIALS: VMS

STAFF RECOMMENDATION:

Recommendation to approve and adopt the Workplace Violence Prevention Plan (WVPP).

DEPT. INITIALS: KWS

MANAGER'S RECOMMENDATION: Approve Staff Recommendation

CITY MANAGER's INITIALS: DHM

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

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

REFERRED TO:

POLICY NAME: Workplace Violence Prevention Plan (WVPP)	AUTHORITY: City of Imperial
APPLICATION: All Employees	DATE APPROVED: Pending CC Approval City Council Agenda Item – September 4, 2024

CITY OF IMPERIAL

WORKPLACE VIOLENCE PREVENTION PLAN

(WVPP)

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CITY OF IMPERIAL

WORKPLACE VIOLENCE PREVENTION PLAN

(WVPP)

I. Purpose

The purpose of the City of Imperial's Workplace Violence Prevention Plan ("Plan" or "WVPP") is to establish, implement, and maintain an effective workplace violence prevention plan as required under Labor Code sections 6401.7 and 6401.9.

Specifically, this Plan contains procedures to address the following statutory requirements:

1) Record information in a Violent Incident Log for every incident of Workplace Violence, as defined below.

2) Provide effective training to employees on the legal requirements related to the prevention of workplace violence, including but not limited to the City of Imperial's WVPP.

3) Maintain records of the following: (a) Workplace Violence hazards, (b) City of Imperial employee (hereinafter referred to as "employees") trainings, (c) Violent Incident Logs, and (d) the investigation of any incident of Workplace Violence.

4) Ensure certain records are made available to the Division of Occupational Safety and Health ("Division" or "DOSH"), employees, and any authorized employee representatives.

II. Scope of Coverage

a. Workplaces

The WVPP shall apply to all City of Imperial workplaces, unless a workplace is expressly exempted from coverage.

The following workplaces are exempt from and not subject to the WVPP:

1) A workplace that an employee has chosen to telework from that is not under the control of the City of Imperial.

b. Employees

The WVPP applies to all City of Imperial employees, unless an employee is expressly exempted.

The following employees are exempt from coverage under the WVPP:

1) An employee who is teleworking from a location of the employee's choice, which is not under the control of the City of Imperial.

III. Effective Date

The effective date of this Plan is July 1, 2024.

The Plan shall continue in full force and effect until repealed or rescinded.

IV. Definitions

For the purposes of the WVPP, the following definitions apply:

- "Access" means the right and opportunity to examine and receive a copy of the WVPP.
- "Designated Representative" means any individual or organization to whom an employee gives Written Authorization to exercise a right of Access. A recognized or certified collective bargaining agent shall be considered a Designated Representative for the purpose of Access to the WVPP.
- "Emergency" or "Emergencies" means unanticipated circumstances that can be life threatening or pose a risk of significant injuries to employees or other persons.
- "Engineering Controls" mean an aspect of the built space or a device that removes a hazard from the workplace or creates a barrier between the worker and the hazard.
- "Serious Injury or Illness" means any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement, but does not include any injury or illness or death caused by an accident on a public street or highway, unless the accident occurred in a construction zone.
- "Threat of Violence" means any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct, that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose.

- "Workplace Violence" means any act of violence or Threat of Violence that occurs in the City of Imperial's covered workplace. Workplace Violence does not include lawful acts of self-defense or defense of others.

- Workplace Violence includes but is not limited to the following:

    1) The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury.

    2) An incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.

    3) The following four (4) types of Workplace Violence:

        - "Type 1 violence" means Workplace Violence committed by a person who has no legitimate business at the workplace and includes violent acts by anyone who enters the workplace or approaches workers with the intent to commit a crime.

        - "Type 2 violence" means Workplace Violence directed at employees by customers, clients, patients, students, inmates, or visitors.

        - "Type 3 violence" means Workplace Violence against an employee by a present or former employee, supervisor, or manager.

        - Type 4 violence" means Workplace Violence committed in the workplace by a person who does not work there but has or is known to have had a personal relationship with an employee.

- Workplace Violence Prevention Committee ("Committee") means the group of employees who assess City of Imperial's Workplace Violence hazards and support in the implementation of the WVPP.

- Workplace Violence Prevention Coordinators ("Coordinators") means the individuals who are responsible for implementing the WVPP.

- "Work Practice Controls" means procedures and rules, which are used to effectively reduce Workplace Violence hazards.

- "Written Authorization" means a request provided to the City of Imperial containing the following information:

    1) The name and signature of the employee authorizing a representative of the employee to access the WVPP on the employee's behalf;

    2) The date of the request;

    3) The name of the designated representative (individual or organization) authorized to receive the WVPP on the employee's behalf; and

    4) The date upon which the Written Authorization will expire, if less than one (1) year.

- "WVPP" or "Plan" means the Workplace Violence Prevention Plan.

- "Violent Incident Log" or "Log" means the violent incident log required by this WVPP.

V. The Plan

a. Access

The City of Imperial makes the WVPP available and accessible to employees, Designated Representatives, and representatives of the DOSH at all times.

1) Employees

The City of Imperial will provide Access to the WVPP to employees as follows:

1) The City of Imperial has made and will continue to make the WVPP available and will provide Access to employees by providing an employee a physical copy of the WVPP within five (5) business days of receiving the request for Access from the employee.

   Whenever an employee requests a copy of the WVPP, the City of Imperial shall provide the requesting employee a printed copy of the WVPP, unless the employee agrees to receive an electronic copy of the WVPP.

   The City of Imperial will provide one (1) printed copy of the WVPP free of charge. If an employee requests additional copies of the WVPP within one (1) year of the

previous request and the WVPP has not been updated with new information since the prior copy was provided, the City of Imperial may charge reasonable, non-discriminatory reproduction costs for the additional copies.

2) An employee can Access the WVPP through the City of Imperial's Intranet https://www.cityofimperial.org/user/login, where the employee can review, print, and email the current version of the WVPP.

2) Designated Representatives

The City of Imperial will make the WVPP available and provide Access to Designated Representatives in a manner consistent with Section V(a)(1) of the City of Imperial's WVPP only after the employee provides Written Authorization to the City of Imperial, unless otherwise stated.

The City of Imperial makes the WVPP available and provides Access to any employee organization that represents employees in a manner consistent with WVPP Section V(a)(1) without requiring that an employee provide prior Written Authorization to the City of Imperial.

3) DOSH Representatives

The City of Imperial will make the WVPP available to DOSH representatives upon request.

b. Implementation

1) Workplace Violence Prevention Coordinators ("Coordinators")

The individual(s) identified below shall serve as the City of Imperial's Workplace Violence Prevention Coordinators ("Coordinators") and are authorized to and responsible for the WVPP as follows:

Coordinator	Job Title/Position	Contact Information	WVPP Responsibilities
Implementation Coordinator	Human Resources Manager	HR Department Main # (760)355-3807	*Responsible for implementing the plan.*
Hazard and Emergency Response Coordinator	Human Resources Manager	HR Department Main # (760)355-3807	*Responsible for Emergency response, hazard response, and coordination with other employers.*

Prevention Coordinator	Human Resources Analyst	HR Department Main # (760)355-3807	*Responsible for hazard identification and coordination with other employers.*
Training Coordinator	Human Resources Analyst	HR Department Main # (760)355-3807	*Responsible for training and employee involvement.*

Specifically, the **Implementation Coordinator** will be responsible for the following:

1) Serve as the Chair of the City of Imperial's Workplace Violence Prevention Committee ("Committee").

Specifically, the **Hazard and Emergency Response Coordinator** will be responsible for the following:

1) Respond to reports of Workplace Violence incidents and Workplace Violence hazards, including investigating incidents of Workplace Violence and Workplace Violence hazards.

Specifically, the **Prevention Coordinator** will be responsible for the following:

1) Establish and coordinate Work Practice Controls;

2) Establish and coordinate Engineering Controls.

Specifically, the **Training Coordinator** will be responsible for the following:

1) Coordinate employee training and employee involvement in training.

2) Workplace Violence Prevention Committee ("Committee")

The City of Imperial established a Workplace Violence Prevention Committee ("Committee") to assess the City of Imperial's Workplace Violence hazards and determine preventative actions to be taken.

The Committee shall be comprised of all the Coordinators and department heads. In addition, each department will appoint one designated employee to attend the Committee.

The Committee shall undertake the following:

1) Meet regularly, but not less than quarterly;

2) Prepare and make available to any affected employees, the records of the

workplace violence issues discussed at the Committee meetings and maintained for review by DOSH upon request;

3) Review the results of the City of Imperial's periodic, scheduled workplace inspections;

4) Review investigations of Workplace Violence and their causes, and where appropriate, submit suggestions to the City of Imperial's management for the prevention of future incidents;

5) Review investigations of alleged Workplace Violence hazards brought to the attention of any Committee member. When determined necessary by the Committee, the Committee may conduct its own inspection and investigation to assist in remedial solution(s);

6) Submit recommendations to assist in the evaluation of employee safety suggestions;

7) Upon request from the DOSH, verify abatement action taken by the City of Imperial to abate citations issued by the DOSH;

8) Provide updates to the WVPP;

9) Prepare and implement Workplace Violence training subsequent to the initial training; and

10) At minimum, review the WVPP under the following circumstances: (a) once annually; (b) when a deficiency is observed or becomes apparent; and (c) after a Workplace Violence incident.

a) A review of the WVPP should include the following: (a) review of the Violent Incident Log; (b) review employee comments and feedback on the WVPP; (c) review of other records; and (d) a physical inspection of the workplace.

b) Following the review, report any revisions to the Plan to employees.

c. Obtaining Active Employee Involvement in Developing and Implementing the Plan

The City of Imperial encourages the active involvement of employees in developing and implementing the WVPP through and by the measures discussed in the sections below.

Additionally, the City of Imperial encourages the active involvement of employee

representatives in developing and implementing the WVPP through providing any feedback on the WVPP prior to its implementation and anytime there are significant updates to the WVPP.

1) Identifying, Evaluating, and Correcting Workplace Violence Hazards

The City of Imperial encourages the active involvement of employees in identifying, evaluating, and correcting Workplace Violence hazards through and by the following means:

1) Regular meetings of the Committee comprised of both the City of Imperial department heads, Coordinators and designated employees that are charged with identifying, evaluating, and correcting Workplace Violence hazards;

2) Provide a means by which employees may provide anonymous feedback regarding the identification, evaluation, and correction of any Workplace Violence hazards; and

3) Provide a means by which employees may report potential Workplace Violence hazards that the City of Imperial will evaluate and, if necessary, correct.

2) Designing and Implementing Training

The City of Imperial encourages the active involvement of employees in designing and implementing training through and by the following means:

1) Regular meetings of the Committee comprised of both the City of Imperial department heads, Coordinators and designated employees that are charged with designing and implementing training;

2) Authorize sufficient time and resources to facilitate employee participation, including holding trainings during regular working hours; and

3) Establish surveys to evaluate the effectiveness of the training, and authorize sufficient time and resources following each training to ensure employees can complete the evaluation.

3) Reporting and Investigating Workplace Violence Incidents

The City of Imperial encourages the active involvement of employees in reporting and investigating Workplace Violence incidents through and by the following means:

1) Regular meetings of the Committee comprised of both the City of Imperial department heads, Coordinators and designated employees that are charged with reviewing investigations of Workplace Violence incidents and hazards;

2) Encourage any employee who experiences, witnesses, or becomes aware of a violent incident, threat, or other Workplace Violence concern in which there is an immediate threat to the employee's safety or the safety of others or where a Serious Injury or Illness has occurred to immediately report the incident by calling 911 to request emergency assistance from law enforcement, and/or emergency medical services;

3) Encourage any employee who experiences, witnesses, or becomes aware of a violent incident, threat, or other Workplace Violence concern to immediately report the facts and circumstances of the violent incident, threat, or other Workplace Violence concern through the STOPit platform, or if an employee is not able to report through the STOPit platform, an employee may report directly to the Human Resources Department in writing;

4) Implement procedures to ensure that employees are not retaliated against for reporting or participating in investigations of Workplace Violence incidents;

5) Allocate adequate resources and training for employees to appropriately recognize Workplace Violence concerns; and

6) Provide coverage, if necessary, so employees can immediately report a concern of Workplace Violence during their regularly scheduled work hours and participate in investigations.

d. Coordination with Other Employers

If and when applicable (*e.g.*, for multi-employer workplaces), the City of Imperial shall coordinate the implementation of the Plan with other employers in order to ensure that those employers and employees understand their respective roles, as provided in the Plan.

Specifically, the City of Imperial will coordinate with other employers to ensure that all employees within the workplace are trained on Workplace Violence prevention and all Workplace Violence incidents involving any employee are reported, investigated, and recorded.

At a multiemployer worksite, the City of Imperial will ensure that when an employee experiences a Workplace Violence incident, the City of Imperial shall record the information in the Violent Incident Log and provide a copy of that Log to the controlling

employer. If the City of Imperial is the controlling employer at a worksite, the City of Imperial will ensure that it receives copies of all Logs from other employers.

e. Compliance

The City of Imperial will ensure compliance with the Plan through and by the measures discussed in this section.

1) Expectations of Employees Regarding Compliance with the Plan

A. Employees

All employees should be familiar with the WVPP and its requirements.

All employees are responsible for using safe work practices, for following all directives, policies, and procedures, and for assisting the City of Imperial maintain a safe and secure work environment.

All employees are required to know, understand, and adhere to the safety rules that apply to their workplace and the work they perform.

B. Managers and Supervisors

Managers and supervisors are responsible for implementing and maintaining the WVPP in their respective work areas and for ensuring that all employees adhere to the safety rules that apply in these work areas.

Managers and supervisors should answer questions that employees may have about the Plan and its requirements, be able to direct employees to the Coordinators, or provide resources for employees to use that will answer their questions.

2) Methods to Ensure Compliance

A. Training and Retraining of Employees on Plan Requirements

The City of Imperial shall ensure substantial compliance with the WVPP by providing employees with training as discussed in the Plan.

B. Enforcement of the Plan Requirements and Discipline for Non-Compliance

Managers and supervisors will enforce the rules and requirements related to the Plan

fairly and uniformly.

Employees who do not comply with the safety rules and requirements set forth in the Plan may be subject to discipline, up to and including termination.

Managers and supervisors who do not enforce the rules and requirements related to the Plan or do not enforce them fairly and uniformly may be subject to discipline, up to and including termination.

f. Communicating to Employees about Workplace Violence

The City of Imperial will communicate to employees about reporting and investigating Workplace Violence incidents.

The City of Imperial's procedures for communicating to employees regarding Workplace Violence incidents include the following:

1) Reporting on violent incidents, threats, or other violent Workplace Violence concerns;

2) Informing affected employees of the general results of any investigation into Workplace Violence incidents, while protecting the privacy of affected and/or involved employees;

3) Informing affected employees of the corrective actions taken in response to the Workplace Violence incident, while protecting the privacy of affected and/or involved employees; and

4) Communicating to employees about the prohibition on retaliating against employees who participate in the investigation of Workplace Violence incidents.

1) Reporting Violent Incidents

An employee may report a Workplace Violence incident through any of the following means:

1) Reporting the incident through the STOPit platform;

2) In the case in which an employee is not able to report through the STOPit platform, an employee may report the incident directly to the Human Resources Department in writing. Reports submitted directly to the Human Resources Department in writing will either be accepted via email or by hand delivering a signed and dated written report to a Human Resources staff member.

3) In the case of a Workplace Violence Emergency, an employee should promptly call 911 to report the incident in order to request emergency assistance from law enforcement and/or emergency medical services.

2) Acceptance of and Response to Reports of Workplace Violence

The City of Imperial shall accept and respond to all reports of Workplace Violence.

A. Immediate Response

Immediately following a report of Workplace Violence, the City of Imperial shall immediately respond by providing first aid and emergency care to the injured employee(s) and by taking any measures necessary to prevent other employees from being injured.

The City of Imperial will ensure that any injured employees receive prompt medical evaluation and treatment and that injured employees are provided transportation to receive medical care, if such care is not provided on site.

The City of Imperial will immediately report to DOSH any Serious Injury or Illness or death of an employee that is attributable to Workplace Violence.

B. Investigating the Report of Workplace Violence

The City of Imperial shall investigate reports of Workplace Violence as provided in the following section.

C. No Retaliation

The City of Imperial shall not take adverse action against any employee who reports Workplace Violence or who participates in any investigation of Workplace Violence based on such conduct.

D. Provision of Leave for Employees Who are or May be Victims of Violence

The City of Imperial shall not take adverse action against any employee who takes time off from work in order to seek a Temporary Restraining Order ("TRO") or to obtain other assistance to help safeguard the "health, safety, or welfare" of the employee or their child based on such conduct. An employee may use paid sick to take time off from work for these purposes.

An employee shall provide the City of Imperial reasonable and advance notice of their

intention to take time off from work for either of these purposes if feasible. If advance notice is not feasible, employees must provide a certification to the employer within a reasonable time after the absence.

E. Temporary Restraining Orders

When an employee has suffered unlawful violence or a credible Threat of Violence from any individual, which may reasonably be carried out at any of the City of Imperial's workplaces, the City of Imperial may attempt to obtain a TRO on behalf of the employee.

3) Investigation of Workplace Violence

The City of Imperial shall respond to reports of Workplace Violence or a Threat of Violence by promptly initiating an investigation, as applicable.

The City of Imperial's investigation of Workplace Violence or a Threat of Violence may include, but not necessarily be limited to, the following steps or measures, as applicable:

1) Visiting the scene of an incident as soon as safe and practicable;

2) Collection of facts on who, what, when, where, and how the incident occurred;

3) Collection of statements from involved parties, such as employees, witnesses, and/or law enforcement;

4) Reviewing security footage of existing security cameras if applicable;

5) Collection of photographic or video evidence of damage or injuries, where appropriate;

6) Examining the workplace for security risk factors associated with the incident, including any previous reports of inappropriate behavior by the perpetrator;

7) Consultation with the affected employees, witnesses, and Committee members to identify potential contributing causes;

8) Obtaining any reports completed by law enforcement;

9) Assessment of any Threat of Violence, identifying the following, as applicable and to the extent the information is known by the City of Imperial:

    a) The exact nature and context of the threat and/or threatening behavior;

b) The identified target;

c) The person's apparent motivation;

d) The person's ability to carry out the threat; and

e) The person's background, including work history, criminal record, mental health history, and past behavior on the job.

Following an investigation, the City of Imperial may take the following measures, as applicable:

1) Notify the affected employees of the general results of the investigation, while protecting the privacy of affected and/or involved employees;

2) Collaborate with the Committee to recommend corrective action;

3) Implement changes in Engineering Controls, procedures, or policies, if appropriate; and/or

4) Establish updated Work Practice Controls, if necessary.

The City of Imperial shall retain records of Workplace Violence incident investigations for a minimum of five (5) years.

4) Documentation in Violent Incident Log

All Workplace Violence incidents shall be subsequently reported in the Violent Incident Log. Information that is recorded in the Log for each incident shall be based on information solicited from the employees who experienced the Workplace Violence, on witness statements, and on investigation findings. The City of Imperial shall omit from the Log any element of personal identifying information that would be sufficient to allow identification of any person involved in a Workplace Violence incident.

The information recorded in the Log shall include all of the following:

2) The date, time, and location of the incident;

3) The Workplace Violence type or types (*e.g.*, Type 1, Type 2, Type 3, or Type 4);

4) A detailed description of the incident;

5) A classification of who committed the Workplace Violence, including whether the perpetrator was:

   a) A client or customer;

   b) Family or friend of a client or customer;

   c) Stranger with criminal intent;

   d) Coworker;

   e) Supervisor or manager;

   f) Partner or spouse;

   g) Parent or relative; or

   h) Other perpetrator;

6) A classification of circumstances at the time of the incident, including, but not limited to, whether the employee was:

   a) Completing usual job duties;

   b) Working in poorly lit areas;

   c) Rushed;

   d) Working during a low staffing level;

   e) Isolated or alone;

   f) Unable to get help or assistance;

   g) Working in a community setting; or

   h) Working in an unfamiliar or new location.

6) A classification of where the incident occurred, such as in the workplace, parking lot or other area outside the workplace, or other area;

7) The type of incident, including, but not limited to, whether it involved any of the following:

a) Physical attack without a weapon, including, but not limited to, biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, or spitting;

b) Attack with a weapon or object, including, but not limited to, a firearm, knife, or other object;

c) Threat of physical force or threat of the use of a weapon or other object;

d) Sexual assault or threat, including, but not limited to, rape, attempted rape, physical display, or unwanted verbal or physical sexual contact;

e) Animal attack; or

f) Other;

8) Consequences of the incident, including, but not limited to:

a) Whether law enforcement was contacted and their response;

b) Actions taken to protect employees from a continuing threat or from any other hazards identified as a result of the incident;

9) Information about the person completing the Log, including their name, job title, and the date completed.

5) Prohibition on Retaliation

The City of Imperial has implemented the following measures to prevent and prohibit retaliation against those who report Workplace Violence, a Threat of Violence, or hazards related to Workplace Violence, or who participate in the investigation of such incidents or hazards:

1) The City of Imperial responds to reports of Workplace Violence, a Threat of Violence, or hazards related to Workplace Violence in a prompt and timely manner;

2) The City of Imperial provides employees with the option to report incidents, hazards, or concerns, anonymously through the STOPit platform;

3) The City of Imperial admonishes managers and supervisors not to retaliate against any employee who reports Workplace Violence, a Threat of Violence, or hazards related to Workplace Violence, or any employee who participates in the

investigation of such incidents or hazards; and

4) The City of Imperial trains all employees that retaliation against any employee who reports Workplace Violence, a Threat of Violence, or hazards related to Workplace Violence, or any employee who participates in the investigation of such incidents or hazards is expressly prohibited and that there are consequences, such as discipline, for retaliation against such employees.

g. Identification, Evaluation, and Correction of Workplace Violence Hazards

The City of Imperial shall undertake all necessary actions to identify, evaluate, and correct Workplace Violence hazards.

1) Identification of Workplace Violence Hazards

The City of Imperial shall undertake all necessary actions to identify Workplace Violence hazards.

The City of Imperial shall conduct inspections of its workplace(s) to identify Workplace Violence hazards.

Specifically, the City of Imperial shall conduct inspections under the following circumstances:

1) When the WVPP is first established;

2) After each Workplace Violence incident;

3) Whenever the City of Imperial is made aware of a new or previously unrecognized hazard; and

4) Every year.

Periodic inspections to identify and evaluate Workplace Violence and hazards will be performed by the following employees in the following areas of the workplace:

Name of Employee/Job Title of Employee	Inspection Area/Department/Specific Location
Designated committee member(s) that the Committee agrees to send to each periodic inspection	City Hall Community Development Library Parks and Recreation – Parks and Recreation Office and Fire Barn Police Department Public Services – City Shop, Mechanic Shop, Water Treatment Plant, and Wastewater Treatment Plant

Inspections for Workplace Violence hazards may include assessing factors specific to the City of Imperial's workplace, such as the following:

1) The exterior and interior of the workplace for its attractiveness to robbers;

2) The need for violence surveillance measures, such as mirrors and cameras;

3) Procedures for employee response during a robbery or other criminal act, including the City of Imperial's directive prohibiting employees, who are not peace officers, from confronting violent persons or persons committing a criminal act;

4) Procedures for reporting suspicious persons or activities;

5) Effective location and functioning of emergency buttons and alarms;

6) Posting of emergency telephone numbers for law enforcement, fire, and medical services;

7) Whether employees have access to a telephone with an outside line;

8) Whether employees have effective escape routes from the workplace;

9) Whether employees have a designated safe area where they can go to in an emergency;

10) Adequacy of workplace security systems, such as door locks, entry codes or badge readers, security windows, physical barriers, and restraint systems;

11) Frequency and severity of threatening or hostile situations that may lead to

violent acts by persons who are service recipients of the City of Imperial our establishment;

12) Employees' skill in safely handling threatening or hostile service recipients;

13) Effectiveness of systems and procedures that warn others of actual or potential Workplace Violence danger or that summon assistance, e.g., alarms or panic buttons;

14) The use of work practices such as the "buddy" system for specified emergency events;

15) The availability of employee escape routes;

16) How well the City of Imperial's establishment's management and employees communicate with each other;

17) Access to and freedom of movement within the workplace by non-employees, including recently discharged employees or persons with whom one of our employees is having a dispute;

18) Frequency and severity of employees' reports of threats of physical or verbal abuse by managers, supervisors, or other employees;

19) Any prior violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace; and

2) Investigation of Workplace Violence Hazards

The City of Imperial will initiate an investigation following the identification of a Workplace Violence hazard in order to evaluate the nature of the hazard.

The City of Imperial may undertake the following as part of such investigation, as applicable:

1) Collection of statements from witnesses;

2) Collection of photographic or video evidence of damage or injuries, where appropriate; and

3) Consultation with the affected employees, witnesses, and Committee members to identify potential contributing causes.

3) Correction of Workplace Violence Hazards

After the identification and investigation of a Workplace Violence hazard and after a Workplace Violence Hazard inspection, the City of Imperial will take appropriate steps to correct the hazard and prevent or control future or potential hazards by implementing the following measures:

1) **Substitution:** When possible, the City of Imperial will correct a hazard by eliminating or substituting it with a safer Work Practice Control ("Substitution").

2) **Removal of Employees:** In the event that a Workplace Violence hazard exists that cannot be immediately corrected without endangering employees or property, the City of Imperial will remove all employees from the work site except those necessary to correct the existing hazard. Employees who are necessary to correct the hazard will be provided with necessary protection in order to protect them from the hazard.

3) **Replacement of Equipment:** If a piece of equipment is hazardous, the City of Imperial will remove it from service and identify it as defective.

4) **Engineering Controls:** The City of Imperial will apply physical changes to either remove the hazard from the workplace or create a barrier between employees and the hazard. Based on the nature of the hazard and the needs of the workplace, Engineering Control strategies may include the following: (a) using physical barriers (such as enclosures or guards) or door locks to reduce employee exposure to the hazard; (b) metal detectors; (c) panic buttons; (d) improved or additional lighting; and (e) more accessible exits (where appropriate).

5) **Work Practice Controls:** The City of Imperial will adjust Work Practice Controls if Substitution or Engineering Controls are impossible or inappropriate. Additional Work Practice Controls may be necessary in addition to Substitution and Engineering Controls to prevent future Workplace Violence hazards. Work Practice Control strategies may include the following: (a) ensuring employees have access to a telephone with an outside line; posting emergency telephone numbers in the workplace for law enforcement, fire, and medical services; (b) improved or altered communication measures; (c) improved or altered policies of prohibited practices (such as a weapons ban or limitation of the amount of cash on hand); and a "buddy system" for specified Emergency events; (d) adding security cameras or mirrors.

6) **Training:** The City of Imperial will educate employees about the identified hazard in subsequent WVPP training.

7) **Collaborate with the Committee:** The City of Imperial will collaborate with the

Committee on other ways to correct the hazard.

8) **Notice to Affected Employees:** The City of Imperial will notify affected employees in writing of the corrective measures the City of Imperial implemented to address the Workplace Violence hazard.

4) Recording Information regarding Workplace Violence Incidents

The City of Imperial will document the identification, investigation, and correction of Workplace Violence hazards and maintain such records for at least five (5) years following the identification, investigation, and correction of such hazards.

The City of Imperial shall record information in the Violent Incident Log for each Workplace Violence incident.

Information that is recorded in the Log for each incident shall be based on information solicited from the employee(s) who experienced the Workplace Violence, on witness statements, and on investigation findings.

The Log is attached to the WVPP as Attachment A.

The City of Imperial will document all work-related injuries or illness caused by Workplace Violence that resulted in death, loss of consciousness, days away from work, restricted work activity or job transfer, or medical treatment beyond first aid to DOSH.

h. Responding to Workplace Violence Emergencies

The City of Imperial will use the STOPit platform's broadcast feature as the city's emergency alerting system to alert employees of the presence, location, and nature of Workplace Violence Emergencies. All city phones are required to have the STOPit app downloaded, so that employees can receive broadcast alerts. The city also encourages employees to download the STOPit app to their personal phones in order to receive emergency broadcast alerts.

Following a Workplace Violence Emergency, a notification through the alerting system will include information regarding the following:

1) The existence/presence of a Workplace Violence Emergency;

2) The location of a Workplace Violence Emergency;

3) The nature of the Workplace Violence Emergency; and

4) The appropriate response procedures for employees.

The City of Imperial has developed the following evacuation and/or sheltering plan for each City of Imperial workplace:

1) **Evacuation Protocols:** Evacuation Protocols are determined per department and each department is required to review with its employees the appropriate evacuation protocols for their department. If an employee has a question or is unsure of their department's evacuation protocols they should ask their supervisor and the supervisor will inform them.

2) **Sheltering Protocols:** Sheltering Protocols are determined per department and each department is required to review with its employees the appropriate sheltering protocols for their department. If an employee has a question or is unsure of their department's sheltering protocols they should ask their supervisor and the supervisor will inform them.

In a Workplace Violence Emergency, employees should promptly call 911. If possible, employees can also obtain help from any director, manager or supervisor, the Coordinators, any Committee member, or from law enforcement employees.

i. Training

The City of Imperial shall provide training when the Plan is first established and when new employees are hired.

The City of Imperial shall ensure annual training thereafter.

The City of Imperial shall provide training on all of the following subjects:

1) The City of Imperial's Plan, how to obtain a copy of the City of Imperial's Plan at no cost, and how to participate in the development and implementation of the City of Imperial's Plan;

2) Definitions and requirements of the Plan;

3) How to report Workplace Violence incidents or concerns to the City of Imperial or law enforcement without fear of reprisal;

4) Workplace Violence hazards specific to the employees' jobs, the corrective measures the City of Imperial has implemented, how to seek assistance to prevent

or respond to violence, and strategies to avoid physical harm; and

5) The City of Imperial's Violent Incident Log (Appendix A), and how to obtain copies of records related to Workplace Violence.

The training shall include an opportunity for interactive questions and answers with a person knowledgeable about the City of Imperial's Plan.

The City of Imperial shall provide additional training when a new or previously unrecognized Workplace Violence hazard has been identified and when changes are made to the Plan.

VI. Recordkeeping

The City of Imperial shall maintain the following types of records for the following periods:

Type of Record	Maintenance Period
Records of Workplace Violence hazard identification, evaluation, and correction	Minimum of five (5) years
Training records, including training dates, contents or a summary of the training sessions, names and qualifications of persons conducting the training, and names and job titles of all persons attending the training sessions	Minimum of one (1) year
Violent Incident Logs	Minimum of five (5) years
Records of Workplace Violence incident investigations. These records must not contain medical information.	Minimum of five (5) years

The City of Imperial shall ensure that records of Workplace Violence Incident Investigations do not contain any medical information including any information in electronic or physical form, in possession of or derived from a provider of health care, health care service plan, pharmaceutical company, or contractor regarding a patient's medical history, mental health application information, reproductive or sexual health application information, mental or physical condition, or treatment that includes or contains any element of personal identifying information sufficient to allow identification of the individual.

The City of Imperial shall make all records required by this WVPP available to DOSH upon request for purposes of examination and copying.

The City of Imperial shall make the following records available to employees and their Designated Representatives, upon request and without cost, for examination and copying within fifteen (15) calendar days of a request:

1) Records of Workplace Violence hazard identification, evaluation, and correction;

2) Training records; and

3) Violent Incident Logs.

CITY OF IMPERIAL

WORKPLACE VIOLENCE PREVENTION PLAN

(WVPP)

APPENDIX A

VIOLENT INCIDENT LOG

PAGE 1

City of Imperial Violent Incident Log

Directions:

Information must be recorded in this Violent Incident Log following every Workplace Violence incident and be based on information solicited from the employees who experienced the Workplace Violence, witness statements, and investigation findings.

		Reporting Employee Information		Incident Date and Time		Incident Information (Select Drop down options below). If "Other," please document in "Detailed Description of Violent Incident" in the following tab.				Specific Facts Surrounding Incident (Select all that apply)						Circumstances at Time of Incident (Select all that apply)							
Log Entry Number	Log Entry Date	Name of Person Completing Report	Job Title of Employee Completing Report	Incident Date	Incident Time	Incident Location	Classification of Perpetrator	Agencies Contacted	Workplace Violence Type(s) (See legend for description of Workplace Violence Types.)	Physical attack without a weapon	Physical attack with a weapon/ object	Threat of physical force/ threat of use of weapon/ object	Sexual assault/ threat of sexual assault	Animal attack	Other	Employee was completing usual job duties	Employee was working in poorly lit area(s)	Employee was rushed	Employee was working during a low staffing level	Employee was isolated or alone	Employee was unable to get help or assistance	Employee was working in a community setting	Employee was working in an unfamiliar or new location

APPENDIX A

VIOLENT INCIDENT LOG

PAGE 2

City of Imperial Violent Incident Log: Detailed Description of Violent Incident and Documentation of City of Imperial's Actions Taken			
When recording this information, the reporting employee must omit any element of personal identifying information sufficient to allow identification of any person involved in a violent incident, such as the person's name, address, electronic mail address, telephone number, social security number, or other information that, alone or in combination with other publicly available information, reveals the person's identity.			
Log Entry Number	**Detailed Description of Violent of Incident**	**If Authorities were Contacted, Details of Law Enforcement Response**	**Actions Taken to Protect Employees from Continuing Threat/ Any other Hazards Identified as a Result of the Incident**

APPENDIX B

EMPLOYEE ACKNOWLEDGMENT OF

RECEIPT OF WORKPLACE VIOLENCE PREVENTION PLAN (WVPP)

My signature below acknowledges that I have received my copy of the City of Imperial's Workplace Violence Prevention Plan ("WVPP" or "Plan") and that I have read the Plan and understand my rights and obligations under the same.

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

PRINT FULL NAME: _____

SIGNATURE: _____

DATE: _____

(RETAIN IN EMPLOYEE PERSONNEL FILE)

Geo-spatial Technologies

ENTERPRISE GIS & HIGH RESOLUTION IMAGERY

Ramiro R. Ramos
GIS Project Manager
Innovation & Technology

Purpose

- Implement an enterprise wide Geographic Information System (GIS)
- Obtain access and integrate latest high resolution imagery

Enterprise GIS

1. SGEA
   a) Access to core software
   b) Host data in centralized database
   c) Organization wide access
2. Implementation (Jump Start)
   a) Ensure best practices are followed
      i. Cyber-security
      ii. Architecture
      iii. Deployment

High Resolution Imagery

- Nearmap
  - Subscription Data as a Service (DaaS)
  - Sub 3” resolution
  - Organization wide access
  - Integration
  - Oblique imagery viewer
  - Public display licensing
  - Updates at least once per year (June)

Fiscal Impact

Item	FY 24/25	FY 25/26	FY 26/27	Comment
SGEA*	$29,300	$29,300	$29,300	Price locked for 3 years
ArcGIS Enterprise Jumpstart	$17,500	n/a	n/a	One time implementation cost
Nearmap	$11,000	$11,550	$12,128	Potential 5-10% increase annually
Totals	$57,800	$40,850	$41,428	28% cost reduction after initial year by end of year three**

*Program level one

**Potential cost increase as enterprise GIS develops and departmental needs are assessed

Questions

1

Imperial City Council
Speaker Form

Providing this information is optional

Name (print clearly): Peter Martinez **Meeting Date:** 9/4/24

☐ **Agenda Item No.** _____ ☐ In Favor ☐ Oppose

☑ **Matter Not On Agenda —Topic:** Introduction & Dancing for a Dream Foundation

Organization/Business Representing: (if applicable) _____

Mailing address: 626 W. Murphy Rd Imperial

Email: pamartz@att.net Phone: (760) 791.0087

***This form is subject to disclosure under the California Public Records Act*.**

Consejo de la Ciudad Imperial
Formulario de Orador

Proporcionar esta información es opcional

Nombre: _____ **Fecha** :_____

☐ **Numero en Agenda:** _____ ☐ A Favor ☐ En Contra

☐ **Asunto que no está en Agenda:** _____

Nombre de Organización o Negocio: (opcional)_____

Dirrección: _____

Correo Electronico_____

Numero de Telefono: _____

Este formulario está sujeto a la Ley de Registros Públicos de California*.

(2)

Imperial City Council
Speaker Form

Providing this information is optional

Name (print clearly): Sylvia Aguirre **Meeting Date:** 9/4/2024

☐ **Agenda Item No.** Clean up ☐ In Favor ☐ Oppose

☐ **Matter Not On Agenda —Topic:** ABANDONED HOUSES Community Enhancement

Organization/Business Representing: (if applicable) _____

Mailing address: 411 W Barioni Blvd.

Email: Sylviaaguirre@yahoo.com Phone: 760 879-8806

***This form is subject to disclosure under the California Public Records Act*.**

Consejo de la Ciudad Imperial
Formulario de Orador

Proporcionar esta información es opcional

Nombre: _____ **Fecha :** _____

☐ **Numero en Agenda:** _____ ☐ A Favor ☐ En Contra

☐ **Asunto que no está en Agenda:** _____

Nombre de Organización o Negocio: (opcional)_____

Dirrección: _____

Correo Electronico_____

Numero de Telefono: _____

Este formulario está sujeto a la Ley de Registros Públicos de California*.

August 25, 2023

City of Imperial

Community Development Department

Attn: Mr. Othon Mora, Director

Dear Mr. Mora,

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

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

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

Cordially,

Sylvia Aguirre

411 N Barioni

Neighbors surrounding property

Beatriz Garza 101 N F barioni blvd

Beatriz Rand 413W Barioni Imperial

PATRICIA LEAL 417 W. BARIONI BLVD. IMPERIAL

Francisco Leal Soto 417 W. Barioni Imperial