

**AGENDA
CITY COUNCIL
And
SUCCESSOR AGENCY TO THE FORMER
REDEVELOPMENT AGENCY
CITY OF IMPERIAL
200 WEST 9TH STREET
IMPERIAL, CA 92251-1637
JANUARY 20, 2021
5:30 PM CLOSED SESSION
7:00 PM OPEN SESSION**

**THIS MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE
GOVERNOR'S EXECUTIVE ORDER N-29-20**

To protect our constituents, City officials and City staff, the City requests all members of the public to follow the California Department of Health Services' guidance and the County of Imperial Public Health Office Order for the control of COVID-19 restricting group events and gatherings and maintaining physical distancing. Additional information regarding COVID-19 is available on the City's website at www.cityofimperial.org

1. If you choose to attend the Council meeting in person, you will be required to maintain appropriate physical distance, i.e. maintain a 6-foot distance between yourself and other individuals. Please note seating is limited.
2. You are strongly encouraged to observe the City Council meetings via Livestream at the City of Imperial Facebook page.
3. Email public comments to cityclerk@cityofimperial.org by 4:00 pm on Wednesday, January 20, 2021. Comments received by 5:00 pm will be read into the record.

TELECONFERENCE NOTICE

Pursuant to Executive Order N-29-20 issued by Governor Gavin Newsom on March 17, 2020 and to the extent applicable Government Code Section 54953(b), this City Council Meeting may include teleconference participation by the City Council Members and City staff. Consistent with Executive Order N-29-20 teleconference locations utilized by City Council Members shall not be accessible to the public and are not subject to special posting requirements.

The City of Imperial thanks you in advance for taking all precautions to prevent spreading the COVID-19 virus.

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.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE BUILDING & SAFETY DIRECTOR, (760) 355-1152. NOTIFICATION 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING [28CFR 35.102-35.104 ADA TITLE II]

A. CITY COUNCIL CONVENES TO CLOSED SESSION AT 5:30 PM

This is a **CLOSED SESSION** in which the **COUNCIL** discusses matters in closed as opposed to open session. Only those matters authorized by the Brown Act as permissible **CLOSED SESSION** subjects will be discussed. They are as follows:

A-1. SUBJECT: CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)
Case Number 18-2

A-2. SUBJECT: CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION.
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9
One potential case

A-3. SUBJECT: CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
(Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9)
One potential case

CITY COUNCIL ADJOURNS CLOSED SESSION

B. CITY COUNCIL CONVENES TO OPEN SESSION AT 7:00 P.M.

ROLL CALL

PLEDGE OF ALLEGIANCE

ADJUSTMENTS TO THIS AGENDA

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

C. PUBLIC APPEARANCES:

C-1. Matters not appearing on the agenda. If you wish to address the COUNCIL concerning any item within the COUNCIL'S jurisdiction, please raise your hand and be acknowledged by the MAYOR, and at that time state your name and address for the record. The MAYOR reserves the right to place a time limit on each person's presentation of three (3) minutes. It is requested that longer presentations be submitted to the Council in writing.

C-2. Matters appearing on the agenda. If you wish to address the COUNCIL concerning any item appearing on the agenda, please raise your hand and be acknowledged by the MAYOR, and at that time state your name and address for the record. The MAYOR reserves the right to place a time limit on each person's presentation of three (3) minutes.

D. CONSENT AGENDA:

All items appearing under "Consent Agenda" will be acted upon by the City Council by one motion without discussion. Should any Council member or other person request that any item be considered separately that item will then be taken up at the time as determined by the MAYOR

D-1. Approval of claims/warrants report.

D-2. Approval of expenditure – purchase of maintenance equipment/parts from DC Frost Associates in the amount of \$31,995.49 for maintenance of WWTP UV system.

D-3. Authorization to send claim rejection letter to H & M Fuel, Inc.as requested by Carl Warren and Company

E. PUBLIC HEARINGS:

E-1. SUBJECT: PUBLIC HEARING/DISCUSSION/ACTION: ORDINANCE MANDATING GREEN WASTE/ORGANIC RECYCLING FOR COMMERCIAL ENTITIES AND SELECT MULTI-FAMILY RESIDENTIAL UNITS PURSUANT TO AB 1826.

1. CONDUCT PUBLIC HEARING
2. INTRODUCTION/FIRST READING BY TITLE ONLY OF ORDINANCE NO. 811, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL ADDING CHAPTER 10B TO THE CITY OF IMPERIAL MUNICIPAL CODE REGARDING THE MANDATORY COMMERCIAL AND MULTI-FAMILY RESIDENTIAL RECYCLING.
3. DIRECT STAFF TO PREPARE A SUMMARY OF ORDINANCE FOR PUBLICATION PURPOSES.

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

F-1. SUBJECT: DISCUSSION/ACTION: TOWN SITE PARK PROJECT CONCEPTUAL DESIGN.

1. ACCEPTANCE OF THE CONCEPTUAL DESIGN FOR THE TOWNSITE PARK PROJECT.

F-2. SUBJECT: DISCUSSION/ACTION: APPOINTMENT OF MEMBER TO THE CITY OF IMPERIAL PLANNING COMMISSION.

1. APPROVE APPOINTMENT RECOMMENDED BY MAYOR EUGENIO OF A MEMBER TO THE PLANNING COMMISSION TO COMPLETE THE UNEXPIRED TERM OF FORMER COMMISSIONER KATIE BURNWORTH.

F-3. SUBJECT: DISCUSSION/ACTION: CLASS I AND CLASS II BIKE FACILITY ALONG THE NORTH SIDE OF ATEN BLVD. FROM DOGWOOD ROAD TO PUERTO VALLARTA AVENUE. (BID NO. 2020-08).

1. AWARD CONSTRUCTION CONTRACT TO *ROVE ENGINEERING, INC.* IN THE AMOUNT OF \$584,596.50
2. AUTHORIZE 15% CONTINGENCY.

F-4. SUBJECT: DISCUSSION/ACTION: LABOR COMPLIANCE SERVICES FOR THE CLASS I AND CLASS II BIKE FACILITY ALONG THE NORTH SIDE OF ATEN BLVD. FROM DOGWOOD ROAD TO PUERTO VALLARTA AVE (RFP P12-2020).

1. AWARD CONTRACT FOR LABOR COMPLIANCE SERVICES TO *LABOR COMPLIANCE CONSULTANTS OF SOUTHERN CALIFORNIA* IN THE AMOUNT OF \$6,000.00.

F-5. SUBJECT: DISCUSSION/ACTION: FURNISHINGS FOR LIBRARY TEEN SPACE.

1. AUTHORIZATION TO PURCHASE FURNISHINGS FOR THE CREATION OF A TEEN SPACE IN THE IMPERIAL PUBLIC LIBRARY.

F-6. SUBJECT: DISCUSSION/ACTION: FURNISHINGS FOR LIBRARY MAKERSPACE.

1. AUTHORIZATION TO PURCHASE FURNISHINGS FOR THE CREATION OF A MAKERSPACE IN THE IMPERIAL PUBLIC LIBRARY.

F-7. SUBJECT: DISCUSSION/ACTION: CONTRACT EXTENSION EXECUTIVE LANDSCAPE SERVICES, INC.

1. APPROVAL TO EXTEND PARK AND LANDSCAPE MAINTENANCE AGREEMENT WITH EXECUTIVE LANDSCAPE, INC. ON A MONTH-TO-MONTH BASIS FOR SERVICES RENDERED.

F-8. SUBJECT: SUCCESSOR AGENCY: DISCUSSION/ACTION: REVIEW AND APPROVE THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) FOR FISCAL YEAR 21/22.

1. REVIEW AND APPROVE THE ROPS FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2022 FOR SUBMITTAL TO THE STATE DEPARTMENT OF FINANCE.

G. REPORTS:

G-1. SUBJECT: DEPARTMENT REPORTS.

G-2. SUBJECT: CITY MANAGER REPORT.

G-3. SUBJECT: MAYOR AND COUNCIL MEMBER REPORTS.

ADJOURN CITY COUNCIL MEETING UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, FEBRUARY 3, 2021 AT 7:00 P.M.

NOTE: Any documents produced by the City and distributed to a majority of the City Council/Agency Board regarding any item on this agenda will be made available at the front counter at City Hall, located at 420 S. Imperial Avenue, during normal business hours.

Check Register Report

Date: 01/13/2021
Time: 4:49pm
Page: 1

CITY OF IMPERIAL

BANK : UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
96758	01/12/2021	Printed		5201	AIR MED CARE NETWORK		40.00
96759	01/12/2021	Printed		7286	ALL VALLEY URGENT CARE		5,425.00
96760	01/12/2021	Printed		195	ALLIED WASTE		126,610.46
96761	01/12/2021	Printed		7284	AMANDA CHRISTENSEN		72.95
96762	01/12/2021	Printed		5956	AMAZON CAPITAL SERVICES		629.88
96763	01/12/2021	Printed		656	AQUA METRIC		426.18
96764	01/12/2021	Printed		2081	ARAMARK UNIFORM SERVICE		5,818.61
96765	01/12/2021	Printed		6933	AT&T		43.04
96766	01/12/2021	Printed		1851	AT&T LONG DISTANCE		2.47
96767	01/12/2021	Printed		5994	AUTOZONE INC.		1.39
96768	01/12/2021	Printed		7158	BLUETARP FINANCIAL, INC.		147.69
96769	01/12/2021	Printed		6286	BURKE, WILLIAMS & SORENSEN, LL		1,860.00
96770	01/12/2021	Printed		2430	CALIFORNIA BUILDING STANDARDS		323.10
96771	01/12/2021	Printed		455	CALIFORNIA STATE DISBURSEMENT		1,236.92
96772	01/12/2021	Printed		1463	CDW GOVERNMENT, INC.		1,384.95
96773	01/12/2021	Printed		6222	CODE EXXPERS, LLC		795.66
96774	01/12/2021	Printed		6857	COUNTY MOTOR PARTS CO, INC		512.46
96775	01/12/2021	Printed		7287	DALIA & DUB PERKINS		66.56
96776	01/12/2021	Printed		1302	DAVID TURCH & ASSOCIATES		5,000.00
96777	01/12/2021	Printed		6105	DELL FINANCIAL SERVICES		10,926.40
96778	01/12/2021	Printed		1287	DEMCO, INC		4,889.08
96779	01/12/2021	Printed		339	DEPARTMENT OF CONSERVATION		1,000.75
96780	01/12/2021	Printed		2815	DEVELOPMENT MANAGEMENT GROUP		2,000.00
96781	01/12/2021	Printed		7290	DIANA VERDUZCO		0.97
96782	01/12/2021	Printed		7288	DIANE CERVANTES		56.60
96783	01/12/2021	Printed		4049	DIVISION OF THE STATE		232.40
96784	01/12/2021	Printed		3386	DON EUHUS		91.36
96785	01/12/2021	Printed		6642	EDD		100.00
96786	01/12/2021	Printed		7291	EDGAR & VIVIAN JARAMILLO		95.95
96787	01/12/2021	Printed		5151	EDWARD LABORDE		70.63
96788	01/12/2021	Printed		5346	EDWARD LANG		65.92
96789	01/12/2021	Printed		7282	EMMANUEL SARABIA		119.05
96790	01/12/2021	Printed		1307	EXECUTIVE LANDSCAPE INC		22,800.00
96791	01/12/2021	Printed		314	FRANCHISE TAX BOARD		1,496.35
96792	01/12/2021	Printed		7295	GEORGINA PACHECO		60.04
96793	01/12/2021	Printed		6912	GRACE HAVENS		55.41
96794	01/12/2021	Printed		7234	HERMANN DESIGN GROUP, INC.		33,813.25
96795	01/12/2021	Printed		1190	ICMA RC		2,751.70
96796	01/12/2021	Printed		222	IMPERIAL COUNTY AIR POLLUTION		3,193.50
96797	01/12/2021	Printed		028	IMPERIAL IRRIGATION DISTRICT		51,049.77
96798	01/12/2021	Printed		102	IMPERIAL POLICE OFFICERS ASSN		1,650.00
96799	01/12/2021	Printed		221	IMPERIAL PRINTERS		225.66
96800	01/12/2021	Printed		3187	IMPERIAL TRUSS & LUMBER CO.		395.43
96801	01/12/2021	Printed		7147	IMPERIAL VALLEY CHRYSLER DODGE		218.69
96802	01/12/2021	Printed		5033	INFO SEND INC.		2,654.57
96803	01/12/2021	Printed		320	INTERNAL REVENUE SERVICE		300.00
96804	01/12/2021	Printed		5801	JEANNETTE MERCADO		9.81
96805	01/12/2021	Printed		7283	JOSEPH OLIVO		70.49
96806	01/12/2021	Printed		7294	JOVANIQUEVEDO		132.12
96807	01/12/2021	Printed		2901	KIMBALL MIDWEST		103.01
96808	01/12/2021	Printed		5580	KOPPEL & GRUBER PUBLIC FINANCE		14,277.38

Check Register Report

Date: 01/13/2021

Time: 4:49pm

Page: 2

CITY OF IMPERIAL

B ANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
96809	01/12/2021	Printed		1647	LA BRUCHERIE IRRIGATION		68.56
				SUPPLY			
96810	01/12/2021	Printed		101	LINCOLN LIFE		2,460.34
96811	01/12/2021	Printed		7293	MARY HERNANDEZ		26.62
96812	01/12/2021	Printed		6640	MENDE'S GROOM ROOM		40.00
96813	01/12/2021	Printed		1213	NATIONWIDE		949.00
96814	01/12/2021	Printed		2295	NEW BORDER TACTICAL, INC		237.29
96815	01/12/2021	Printed		2295	NEW BORDER TACTICAL, INC		182.02
96816	01/12/2021	Printed		2295	NEW BORDER TACTICAL, INC		84.11
96817	01/12/2021	Printed		2295	NEW BORDER TACTICAL, INC		219.42
96818	01/12/2021	Printed		2295	NEW BORDER TACTICAL, INC		87.95
96819	01/12/2021	Printed		2295	NEW BORDER TACTICAL, INC		404.21
96820	01/12/2021	Printed		2295	NEW BORDER TACTICAL, INC		589.82
96821	01/12/2021	Printed		2295	NEW BORDER TACTICAL, INC		310.86
96822	01/12/2021	Printed		2295	NEW BORDER TACTICAL, INC		49.19
96823	01/12/2021	Printed		4481	O'REILLY		550.43
96824	01/12/2021	Printed		219	PADRE USA		2,417.18
96825	01/12/2021	Printed		084	PITNEY BOWES PURCHASE		800.00
					POWER		
96826	01/12/2021	Printed		172	PYRAMID CONSTRUCTION		158,008.06
96827	01/12/2021	Printed		7289	RAFAEL & ZANIA MARROQUIN		116.96
96828	01/12/2021	Printed		694	REXEL OF AMERICA, LLC		47.08
96829	01/12/2021	Printed		7292	RODNEY HENDRICKSON		60.98
96830	01/12/2021	Printed		957	SC FUELS		1,427.96
96831	01/12/2021	Printed		5706	SHI INTERNATIONAL CORP		318.94
96832	01/12/2021	Printed		1367	SHRED-IT		107.55
96833	01/12/2021	Printed		2365	SPARKLETTS		251.62
96834	01/12/2021	Printed		7285	SPECTRUM ADVERTISING		800.00
96835	01/12/2021	Printed		2201	SPIESS CONSTRUCTION CO.,		232,750.00
					INC		
96836	01/12/2021	Printed		1265	SUPERIOR READY MIX		96.54
					CONCRETE LP		
96837	01/12/2021	Printed		1385	SWRCB ACCOUNTING OFFICE		24,158.20
96838	01/12/2021	Printed		2008	UNITED PARCEL SERVICE		62.26
96839	01/12/2021	Printed		944	UNITED WAY OF IMPERIAL		13.00
					COUNTY		
96840	01/12/2021	Printed		611	VERIZON WIRELESS		3,386.26
96841	01/12/2021	Printed		5639	WAGeworks, INC		50.00
96842	01/12/2021	Printed		1715	WAXIE SANITARY SUPPLY		24.73
96843	01/12/2021	Printed		1827	WILKINSON REAL ESTATE		140.08

Total Checks: 86

Checks Total (excluding void checks):

736,600.83

Total Payments: 86

Bank Total (excluding void checks):

736,600.83

Total Payments: 86

Grand Total (excluding void checks):

736,600.83

DATE SUBMITTED January 11, 2021
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED January 20, 2021

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: WW UV System DISCUSSION/ACTION: 1. Discuss, Approve/Disapprove purchase of maintenance equipment parts for UV System at Waste Water Plant.	
DEPARTMENT INVOLVED: Public Services Waste Water	
BACKGROUND/SUMMARY: Requesting to purchase budgeted parts & items for semi-annual maintenance on UV system for Wastewater Plant.	
FISCAL IMPACT: \$31,995.49 – DC Frost Associates, Inc. 100% Maintenance Waste Water – GL: 55-520-5430	FINANCE INITIALS
STAFF RECOMMENDATION: Approval	DEPT. INITIALS
MANAGER'S RECOMMENDATION: 	CITY MANAGER'S INITIALS
MOTION: SECONDED: AYES: NAYES: ABSENT: APPROVED ☐ DISAPPROVED ☐ REFERRED TO: REJECTED ☐ DEFERRED ☐	

DC Frost Associates, Inc

A Coombs Hopkins Company
2855 Mitchell Drive, Suite 215
Walnut Creek, CA 94598

Quotation

Date	Quote #
1/4/2021	104493

UV Light Quote

Bill To

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

Ship To

City of Imperial WWTP
Attn: Chris Kemp (760-457-5772)
420 S. Imperial Avenue
Imperial, CA 92551

E-mail: ckemp@cityofimperial.org
Phone: 760-457-5772

Model		Equipment	Project/Serial #	FOB	
UV3000Plus 2007		Trojan	511222	Fact. PPA	
Line	Qty	Description	Unit Price	Total	
a	50	Part 794447-ORD, Lamp, GA64T6HE Angle Base (Red Ceramic End)	386.19	19,309.50T	
b	25	Part 794447-0YW, Lamp, GA64T6HE Flat Base (Yellow Ceramic End)	386.19	9,654.75T	
c	4	Part 316144P, O-Ring, Sleeve Seal (10 per pack)	1.58	6.32T	
d	72	Part 327021, Wiper Seal	10.05	723.60T	
		Sales Tax	2,301.32	2,301.32	
		FREIGHT CHARGES ARE EXTRA AND WILL BE ADDED TO ALL INVOICES. Due to the present Covid-19 situation, Manufacturer will not be able to provide exact shipment dates / arrivals - only estimated dates / arrivals which cannot be guaranteed.		0.00	
		DAMAGES/SHORTAGES: All parts arriving at the site must be inspected within (5) business days after receipt with Buyer reporting any damages/shortages. Damaged parts must be reported to DC Frost Associates, Inc. in writing, identifying parts damaged, quantity and must include pictures of the damage.	0.00	0.00T	
Quote Prepared By: Casey Rebmann			Total:		

PRICES QUOTED HEREIN ARE VALID FOR 30 DAYS.

Payment Terms: Net 30

If prices quoted do not include sales or use tax, such taxes, if required, are to be paid by the Purchaser.

DCF TERMS & CONDITIONS apply on all orders (copy available upon request).

DC Frost Associates, Inc. is here for all your Service needs.

**Contact Jeff Rabas @ 303-710-9426 or jeff@chcwater.com
for Service Quotes, Maintenance Agreements or Questions about your equipment**

Emails:
debby@chcwater.com
casey@chcwater.com (760-525-6139)

Page 1

Phone: (800) 964-9733
Fax: (925) 947-6784

DC Frost Associates, Inc

A Coombs Hopkins Company
2855 Mitchell Drive, Suite 215
Walnut Creek, CA 94598

Quotation

Date	Quote #
1/4/2021	104493

Bill To

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

Ship To

City of Imperial WWTP
Attn: Chris Kemp (760-457-5772)
420 S. Imperial Avenue
Imperial, CA 92551

E-mail: ckemp@cityofimperial.org
Phone: 760-457-5772

Model		Equipment	Project/Serial #	FOB	
UV3000Plus 2007		Trojan	511222	Fact. PPA	
Line	Qty	Description		Unit Price	Total
		NO VERBAL ORDERS ACCEPTED: DCF requires this quotation be signed/dated & returned, via e-mail or fax, along with a copy of Customer PO (or Customer can write PO# on signed/dated quote). By doing this, Customer is authorizing acceptance of the DCF quote and giving approval to place the order. PLEASE ADVISE OF ANY SHIPPING ADDRESS CHANGES, including Contact Name and Cell # as what is on the quote is where the order will ship. SIGNATURE / DATE / PO # 		0.00	0.00
Quote Prepared By: Casey Rebmann				Total:	\$31,995.49

PRICES QUOTED HEREIN ARE VALID FOR 30 DAYS.

Payment Terms: Net 30

If prices quoted do not include sales or use tax, such taxes, if required, are to be paid by the Purchaser.
DCF TERMS & CONDITIONS apply on all orders (copy available upon request).

DC Frost Associates, Inc. is here for all your Service needs.

**Contact Jeff Rabas @ 303-710-9426 or jeff@chcwater.com
for Service Quotes, Maintenance Agreements or Questions about your equipment**

Emails:
debby@chcwater.com
casey@chcwater.com (760-525-6139)

Phone: (800) 964-9733
Fax: (925) 947-6784

D3

Debra Jackson

From: Varon, Tim <TVaron@carlwarren.com>
Sent: Monday, January 11, 2021 11:52 AM
To: Debra Jackson
Cc: Mullen, Larry
Subject: 20210111 H and M Fuel Inc Imperial REJECTION NOTICE TO CITY LETTER 3007267
Attachments: 20210111 H and M Fuel Inc Imperial REJECTION NOTICE TO CITY LETTER 3007267.pdf

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

Hi Debra,

Please find attached a copy of our Recommendation for Rejection Letter for your records.

Have a great day!

Tim

Tim Varon | Claims Supervisor
Carl Warren & Company, LLC

PO Box 2411, Tustin, CA 92781
Office: 951-465-4551 | Fax: 866-254-4423

Because Quality and Integrity Matter... please [EMAIL](#) my Supervisor about the service you received.

This e-mail and any files transmitted with it are intended solely for the use of the individual or entity to which they are addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you have received this e-mail in error, please contact the sender and delete the material from your computer. Please note that any view or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of Carl Warren & Company, LLC (CWC) and/or its subsidiaries. Finally, the recipient should check this e-mail and any attachments for the presence of viruses. CWC accepts no liability for any damage caused by any virus transmitted by this e-mail. If this email has been sent by a representative of Carl Warren to an attorney or law firm that is providing legal defense to a Carl Warren client, this email and any attachments are intended to be confidential and privileged attorney-client communications.

OK for consent agenda



CARL WARREN & COMPANY
Claims Management and Solutions

January 11, 2021

TO: City of Imperial

ATTENTION: Debra Jackson

RE: Claim	:	H&M Fuel Inc. vs. Imperial
Claimant	:	H&M Fuel Inc.
Member	:	City of Imperial
Date Rec'd by Mbr	:	12/7/20
Date of Event	:	11/1/20
CW File Number	:	3007267 LMV

Please allow this correspondence to acknowledge receipt of the captioned claim. Please take the following action:

- **CLAIM REJECTION:** Send a standard rejection letter to the claimant.

Please include a Proof of Mailing with your rejection notice to the claimant. An exemplar copy of a Proof of Mailing is attached. Please provide us with a copy of the Notice of Rejection and copy of the Proof of Mailing. If you have any questions feel free to contact the assigned adjuster or the undersigned claims specialist.

Very Truly Yours,

CARL WARREN & CO.

Timothy M. Varon

Timothy M. Varon
Claims Supervisor

Agenda Item No. E - 1

DATE SUBMITTED

1/13/2021

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

1/20/2021

COUNCIL ACTION (X)
PUBLIC HEARING REQUIRED (X)
RESOLUTION ()

ORDINANCE 1ST READING (X)
ORDINANCE 2ND READING ()
CITY CLERK'S INITIALS (2)

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: ORDINANCE NO. 811 MANDATING GREEN WASTE/ORGANIC RECYCLING FOR COMMERCIAL ENTITIES AND SELECT MULTI-FAMILY RESIDENTIAL UNITS PURSUANT TO AB 1826

1. 1ST Reading of Ordinance No. 811 mandating green waste/organic recycling for commercial and select multi-family residential entities pursuant to AB 1826.

DEPARTMENT
INVOLVED:

COMMUNITY DEVELOPMENT

BACKGROUND/SUMMARY:

The State of California has made organic recycling mandatory. The signing of AB1826 into law, has made organics recycling mandatory for certain commercial and multi-family operations.

During April 2016, AB 1826 began requiring that certain operations recycle their organic waste. The bill required that full implementation occur during the year 2020. The goal of the mandatory organics recycling law (AB 1826) is to help California achieve aggressive increased recycling and greenhouse gas emission reductions goals. IVRMA, Republic Services, and City Staff have been promoting the mandate and meeting with businesses. Due to State Law mandating these requirements, the best fit approach is to adopt a mandatory ordinance, which will assist the City in reaching compliance with State Law requirements and will grant the ability to assist businesses that are non-compliant with State Laws regarding recycling, with becoming compliant.

The City has formulated an Ordinance in efforts to become compliant with the AB 1826. The City along with Professional Waste haulers will implement the mandates, once the Ordinance is formally adopted. If the City does not adopt the ordinance and fails to comply with State Law, it exposes the City to potential fines of up to \$10,000 per day of non-compliance. There is a fee imposed by Republic Services for the commercial businesses and multi-family operations. Please see attached information regarding fees.

The draft ordinance was brought before the council as a workshop/discussion item on January 6, 2021.

FISCAL IMPACT: N/A

ADMIN
SERVICES
SIGN
INITIALS

STAFF RECOMMENDATION: It is recommended that the ordinance be approved.

DEPT.
INITIALS

MANAGER'S RECOMMENDATION: •

*concur with
staff recommendation*

CITY
MANAGER'S
INITIALS

MOTION:

SECONDED:

APPROVED ()

REJECTED ()

AYES:
NAYES:

DISAPPROVE ()

DEFERRED ()

ORDINANCE NO. 811

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
IMPERIAL ADDING CHAPTER 10B TO THE CITY OF
IMPERIAL MUNICIPAL CODE REGARDING THE
MANDATORY COMMERCIAL AND MULTI-FAMILY
RESIDENTIAL RECYCLING**

WHEREAS, legislative action such as the Integrated Waste Management Act of 1989 (AB 939), the Solid Waste Disposal Measurement Act of 2008 (SB 1016), the Mandatory Commercial Recycling Act of 2011 (AB 341), and the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826) have placed new requirements on the collection and recycling of recyclable materials and processing of organic materials generated from commercial premises and multi-family dwellings within the City of Imperial (City); and

WHEREAS, these requirements will also help reduce greenhouse gas emissions associated with the disposal of solid waste in landfills and further protect the natural environment and human health as well as enhance the economy through increased recycling and organic materials processing activities; and

WHEREAS, failure to comply with elements of these regulations may result in the potential of a \$10,000 per day fine if the City fails to adopt a local ordinance to mandate compliance or follow the state regulations in this area; and

WHEREAS, the Imperial City Council has determined that adoption of such an Ordinance will serve the health, safety, and public welfare of the community; and

WHEREAS, the City Council held a public hearing on January 20, 2021, to review the pertinent facts and consider all arguments for and against the proposed text amendments.

THE CITY COUNCIL OF THE CITY OF IMPERIAL DOES ORDAIN AS FOLLOWS:

SECTION 1: Chapter 10B of the Municipal Code is hereby enacted to read as follows:

**CHAPTER 10-B
MANDATORY COMMERCIAL AND MULTI-FAMILY RESIDENTIAL
RECYCLING-COLLECTION AND DISPOSAL**

- Section 10B-1 - Definitions.
- Section 10B-2 - Application of this chapter.
- Section 10B-3 - Solid waste customers.
- Section 10B-4 - Commercial generators.
- Section 10B-5 - Special events.
- Section 10B-6 - Self-haulers.

Section 10B-7 - Reserved.
Section 10B-8 - City authority.
Section 10B-9 - Enforcement.
Section 10B-10 - Penalties.
Section 10B-11 - No effect on other powers.
Section 10B-12 - Disclaimer of liability.
Section 10B-13 - Duties discretionary.

10B-1 - Definitions.

CalRecycle means the State of California's Department of Resources Recycling and Recovery, and, as this department was structured prior to January 1, 2010, the California Integrated Waste Management Board (CIWMB).

Community Development Director means the Community Development Director of the City of Imperial or his or her designee.

Commercial premises means premises upon which business activity is conducted, including but not limited to retail sales, services, wholesale operations, manufacturing and industrial operations, but excluding residential premises upon which business activities are conducted when such activities are permitted under applicable zoning regulations and are not the primary use of the property. Notwithstanding any provision to the contrary in this ordinance or City Code, premises upon which the following uses (as defined in the City Code) are occurring shall be deemed to be commercial premises: adult residential facilities, assisted living facilities, convalescent homes, dormitories, extended stay motels, group residential facilities, group care facilities, hotels, and motels.

Commercial generator means any legal entity, except a special event, that generates solid waste at a commercial or industrial facility, that may include businesses; charitable or nonprofit organizations, including hospitals, educational institutions, and civic or religious organizations; governmental organizations, agencies, or entities; and nonresidential tenants or entities that lease or occupy space. "Commercial generator" also includes the city and its facilities and nonresidential properties. The entity that is the commercial generator is the commercial generator and account holder.

Composting center, station or facility a facility the principal function of which is to receive and to process organic waste through composting.

Container means any and all types of receptacles, including carts, bins and roll-off boxes.

Disposal means the ultimate disposition of solid waste collected at a landfill or otherwise in full regulatory compliance. "Disposal" does not include recycling or organic materials processing.

Food wastes means all kitchen and table food scraps, animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; discarded compostable paper that is contaminated with food waste; fruit waste, grain waste, dairy waste, meat, and fish waste, which has been source separated from other solid waste. Food waste is a subset of organic materials and excludes hazardous materials.

Franchisee means any solid waste collector authorized by the city council pursuant to the procedures established in this chapter.

Multi-family dwelling means a residential structure with five or more residences including apartment buildings, mobile home parks, trailer parks, and condominium buildings. Multi-family dwelling units generally receive refuse collection service through the use of shared bins.

Multi-family generator means tenants, residents, other occupants, and custodians or janitors of multi-family dwellings. Except as otherwise determined, as for condominium units, the owner of the multi-family generator is the customer and account holder.

Organic materials means food wastes, green wastes, wood wastes, and yard wastes, and other organic material as defined by CalRecycle, collectively or individually.

Organic materials collector means any person or persons, firm, partnership, joint venture, association or corporation engaged in the collection or transportation of organic materials generated in the city.

Organic materials processing facility means a permitted facility where organic material is sorted, mulched, or separated for the purposes of recycling, reuse or composting in compliance with applicable law and regulations.

Premises means any land or building where solid waste, recyclable materials, or organic materials are generated or accumulated.

Receptacle means a container used for the temporary collection and storage of solid waste, whose contents are periodically transferred to a larger container from which a solid waste collector directly collects the solid waste.

Recyclable material or recyclables means solid waste that is source separated, segregated, or recovered through mixed waste processing, has some potential economic value, and is set aside, handled, packaged, or offered for collection in a manner different from refuse in order to allow it to be processed for recycling.

Recycling center, station or facility means a permitted or licensed facility whose principal function is to receive, store, convert, separate, or transfer recyclable materials for processing in compliance with applicable law and regulations.

Recycling collector means any person or persons, firm, partnership, joint venture, association or corporation engaged in the collection and transportation of recyclable materials generated in the city.

Recycling operator means a person or persons, firm, partnership, joint venture, association or corporation engaged in the collection and recycling of recyclable materials.

Refuse means solid waste or debris, except sewage, construction and demolition debris, recyclables, and/or organic materials placed in source-separated containers for collection.

Refuse collector means synonymous with solid waste collector.

Residential premises means premises upon which dwelling units exist, including, without limitation, single-family and multi-family dwellings, apartments, boarding or rooming houses, condominiums, mobile homes and accessory dwelling units. Notwithstanding any provision to the contrary in this ordinance or the City Code, premises upon which the following uses are

occurring shall not be deemed to be residential premises, and rather shall be deemed to be commercial premises: adult residential facilities, assisted living facilities, convalescent homes, dormitories, extended stay motels, group residential facilities, hotels, motels, and any other businesses not specifically listed that may be classified as commercial premises (as opposed to residential) as determined by city on a case by case basis.

Segregate means source separation of any of the following: the placement of recyclable materials, organic materials, and refuse each in separate and designated containers; the binding of recyclable materials separately from other waste material; the physical separation from each other of recyclable materials, organic materials, and refuse.

Self-haul means to transport one's own recyclable materials to a recycling facility or organic materials to an organic materials processing facility by using a vehicle owned by the transporting entity rather than using the hauling services of a solid waste collector.

Self-hauler means a solid waste customer, commercial generator, multi-family generator, or special event that transports its own recyclable materials to a recycling facility or organic materials to an organic materials processing facility by using a vehicle owned by that transporting entity rather than using the hauling services of a solid waste collector.

Solid waste customer means the legal entity responsible for managing solid waste at any residential premise, commercial premises or multi-family dwelling, including subscribing to solid waste collection services with a solid waste collector or where allowed, self-hauling solid waste, or the entity to whom the solid waste collector submits billing invoices for collection.

Special event means a community, public, commercial, recreational, or social event which may serve food or drink, and which may require a permit from the city. "Special events" may include the temporary or periodic use of a public street, publicly owned site or facility, privately owned site or facility, or public park. "Special event" includes the legal entity responsible for the special event, including but not limited to the owner, manager, or organizer, which may be the city.

Sec. 10B-2 - Application of this chapter.

- (a) *Exclusions.* Commercial solid waste customers, multi-family dwelling solid waste customers and entities responsible for special events who generate fewer than two cubic yards of refuse for collection service per week shall be excluded from the requirements of this chapter.
- (b) *Exemptions.* Multi-family generators, commercial generators, and special events that can document using the methods described in subsection (e) of this section that the circumstances described in subsections (d)(2)(i) and (ii) of this section pertain to their operations shall be exempt from the requirements of this chapter:
- (c) *No generation of recyclable materials and/or organic materials.* Solid waste customers, commercial generators, and special events may be exempt from the requirements of this chapter if the solid waste customer, commercial generator, or special event unless that customer demonstrates to the sole satisfaction of the city manager or her designee that based upon the criteria set out in this chapter, no recyclable materials or organic materials are generated on site.

(d) *Space constraints and zoning considerations.*

(1) Residential solid waste customers may be exempt from the requirements of this chapter if the city determines that either:

- (i) There is inadequate space for a solid waste customer to store containers for recyclable materials or organic materials on site and that it is infeasible for the solid waste customer to share recyclable materials or organic materials containers with adjacent commercial premises or multi-family dwellings; or
- (ii) Compliance with this chapter will result in violating city zoning or other regulations.

(2) Commercial generators, multi-family generators, and special events may be exempt from the requirements of this chapter if the city determines that either:

- (i) The solid waste customer that is responsible for managing solid waste for the commercial generator, multi-family generator, or special event is excluded or exempt from providing containers for recyclable materials or organic materials; or
- (ii) There is inadequate space for the commercial generator or special event to store receptacles for recyclable materials or organic materials on site and that it is infeasible for the commercial generator or special event to deposit recyclable or organic materials directly into containers without an intermediate receptacle; or
- (iii) Compliance with this chapter will result in violating city zoning or other regulations.

(e) *Verification of exemption.* The solid waste customer, commercial generator, or special event shall petition the city manager with a written request for an exemption documenting the circumstances of a claimed exemption. The city manager through her designee may visit the solid waste customer's, commercial generator's, or special event's site; examine the receptacles for refuse, recyclable materials, or organic materials; or take other actions to verify the circumstances identified in the petition. The solid waste customer, commercial generator, or special event requesting an exemption shall not be granted an exemption from the requirements of this chapter if the city determines that (1) recyclable materials or organic materials are generated on site, (2) it is feasible for containers and receptacles for recyclable materials and, as necessary, for organic materials to be placed on site, and (3) it is feasible to share recycling containers with an adjacent commercial premises or multi-family dwelling.

(f) The city by resolution may impose an administrative fee on petitioning entities to cover the costs of processing such petitions. The city may require the solid waste customer, commercial generator, or special event that is granted an exemption from the requirements of this chapter to submit a renewal of its petition for an exemption every two years from the date the exemption was granted by the city.

Sec. 10B-3 - Solid waste customers.

Each commercial customer, multi-family dwelling or entity responsible for a special event, shall be responsible for ensuring and demonstrating its compliance with the requirements of this chapter. Each solid waste customer shall:

- (a) Subscribe to an adequate level of service for recyclable materials and, when applicable, organic materials generated at the commercial premises, multi-family dwelling, or special event if the customer does not self-haul those recyclable materials or organic materials to a recycling or organics materials processing facility pursuant to the provisions of section 10B-6 of this chapter.
- (b) Provide, directly or through the solid waste collector, appropriate and sufficient containers, placed in appropriate and accessible locations with adequate signage, to ensure maximum segregation of recyclable materials by all commercial generators, multi-family generators, and special events and to ensure maximum segregation of organic materials by food service providers.
- (c) Provide, post and maintain signs containing information and instructions on the proper segregation and storage of recyclable materials and organic materials in areas where containers are located. The signs shall meet the requirements of CalRecycle when available and the hauler shall provide sample signs.
- (d) Ensure that all containers used for collecting and storing recyclable materials and organic materials (1) are labeled with or have adjacent to the container signs that display the appropriate information to enable users to clearly differentiate which containers are used for recyclable materials, organic materials, and refuse; (2) display the name of the solid waste collector that provides collection service of the container; and (3) ensure that users of the containers make efforts to minimize the contamination of material placed in the containers.
- (e) Distribute this Chapter 10B and appropriate educational materials to all commercial generators, multi-family generators, and legal entities responsible for special events at the commercial premises or multi-family dwelling at least once each year by mail or personal delivery. All new commercial generators, multi-family generators, and special events shall receive this information upon occupancy or contracting for service.
- (f) Educational materials shall include (1) the requirement and procedures to ensure the accurate segregation of recyclable materials and organic materials from refuse; (2) the commercial generator's, multi-family generators, or special event's responsibilities regarding compliance with this chapter; and (3) the types and location of recyclable materials, organic materials, and refuse containers.
- (g) Ensure that instructions or training materials provided to commercial generators, multi-family generators, and special events are promptly made available to the city upon request.
- (h) Ensure that the contents of the recyclable materials and organic materials containers are not collected for refuse disposal unless the contents of these containers include unacceptable levels of contamination.
- (i) Customers shall pay an additional fee based on the size of the container for recyclable materials and organic materials containers that are collected for refuse disposal by the franchisee if the contents of their recyclable materials and organic materials containers contain unacceptable levels of contamination as defined pursuant to Chapter 10 of the Municipal Code.

Sec. 10B-4 - Commercial generators.

In addition to the requirements of section 10B-3, each commercial generator shall be responsible for ensuring and demonstrating its compliance with the requirements of this chapter. Each commercial generator shall:

- (a) Ensure the segregation of recyclable materials and organic materials from refuse by placing each type of material in a separate designated receptacle or container, and ensure that employees, contractors, volunteers, customers, visitors, and other persons on site segregate recyclable materials and organic materials.
- (b) Provide an adequate number and type of labeled receptacles needed for segregating and storing recyclable materials and organic materials and provide adequate access to those receptacles.
- (c) Post and maintain signs containing information and instructions on the proper segregation and storage of recyclable materials and organic materials in areas where receptacles are located.
- (d) Ensure that all receptacles used for collecting and storing recyclable materials, organic materials, and refuse are labeled with signs or labels that display the appropriate information to enable users to clearly differentiate which receptacles are used for recyclable materials, organic materials, and refuse, to minimize the contamination of material placed in receptacles.
- (e) Provide adequate instructions to employees, contractors, and volunteers of the requirements of this chapter, including (1) the requirement and procedures to ensure the segregation of recyclable materials and organic materials from refuse; (2) the employee's, contractor's, and volunteer's responsibilities regarding compliance with this chapter; and (3) the types and location of receptacles and containers for recyclable materials, organic materials, and refuse.
- (f) Ensure that instructions or training materials provided to employees, contractors, and volunteers are promptly made available to the city upon request.
- (g) Ensure that the contents of receptacles are deposited in the proper container and ensure that the contents of the receptacles for recyclable materials and organic materials are not delivered to refuse containers.
- (h) Commercial generators may be assessed an additional fee based on the size of the container for recyclable materials and organic materials containers that are collected for refuse disposal by the franchisee if the contents of their recyclable materials and organic materials containers contain unacceptable levels of contamination.

Sec. 10B-5 - Special events.

The entity responsible for a special event shall be responsible for ensuring and demonstrating compliance with the requirements of this chapter. In addition to other requirements in this chapter and the Municipal Code, each special event shall:

- (a) Segregate recyclable materials and, for special events that include food service or use food service establishments, organic materials from refuse by placing each type of material in a separate designated receptacle or container, and ensure that employees, contractors, volunteers, customers, visitors, and other persons on site segregate recyclable materials and organic materials.
- (b) Ensure the special event has access to an adequate number and type of containers needed for collecting and storing recyclable materials and, when applicable, organic materials generated at and by the special event.
- (c) Provide or ensure the provision of adequate receptacles throughout the special event location to make the segregation of recyclable materials and organic materials convenient for employees, volunteers, contractors, vendors, exhibitors, presenters, visitors, attendees, customers, and other persons on site.
- (d) Provide or ensure the provision of an equal or greater number of receptacles for recyclable materials and, when applicable, organic materials to receptacles for refuse. Individual receptacles for recyclable materials, organic materials, and refuse shall be placed as close together as possible throughout the special event location in order to provide equally convenient access to receptacles for recyclable materials and organic materials as to receptacles for refuse.
- (e) Ensure that all receptacles used for segregating and storing recyclable materials, organic materials, and refuse are affixed with signs or labels that display the appropriate information to enable users to accurately segregate solid waste and to clearly differentiate which receptacles are used for recyclable materials, organic materials, and refuse, to minimize the contamination of material placed in receptacles.
- (f) Require food vendors and food service establishments to have at least one separate receptacle each for recyclable materials, organic materials, and refuse for use by employees, contractors, custodians, customers, visitors, and other persons on site.
- (g) Distribute chapter requirements and appropriate informational materials to all vendors, exhibitors, and other commercial generators during event planning and setup.
- (h) Ensure that the contents of the receptacles for recyclable materials and organic materials are not delivered to refuse containers unless they include unacceptable levels of contamination.

Sec. 10B-6 - Self-haulers.

- (a) Nothing in this chapter shall preclude any person, solid waste customer, commercial generator, multi-family generator, or special event from self-hauling recyclable materials or organic materials generated by that entity to a recycling or organics materials processing facility before placement in the solid waste stream.
- (b) Self-haulers shall:

- (1) Comply with the requirements in this chapter by delivering for recycling those items that can be recycled by local recycling facilities and establishments and shall comply by delivering for organic materials processing those items that are accepted by local organic materials processing facilities.
- (2) Provide proof of compliance with this chapter, upon request by the city; proof includes but is not limited to a receipt from a recycling or organic materials processing facility that clearly identifies the type and quantity of material delivered and an application for exemption from the necessity for refuse collection.
- (c) Notwithstanding, self-haulers shall not dispose of any solid waste in any manner not permitted by this chapter. To do so is a violation of this chapter punishable as set out in section 10B-10.

Sec. 10B-7 - Reserved.

Sec. 10B-8 - City authority.

The Community Development Department Director may designate staff to act as a Code Enforcement Officer and is authorized to administer and enforce the provisions of this chapter. To the extent permitted by law, the appointed Code Enforcement Officer per the Community Development Department Directors Discretion, may inspect any collection container and any solid waste collector's load for refuse, recyclable materials, or organic materials. To the extent permitted by law, the city or its designee may also inspect the premises of any residential premise, commercial premises, multi-family dwelling, or special event or self-hauler's load to determine compliance with the provisions of this chapter.

Sec. 10B-9 - Enforcement.

The city shall enforce this chapter with the goal of maximizing the amount of recyclable materials and organic materials properly segregated and ensuring that recyclable materials and organic materials that have been properly segregated by the solid waste customer, commercial premise, multi-family generator, or special event are correctly collected and delivered to recycling and organics materials processing facilities. The city shall require the solid waste collector to conduct the following activities to enforce this chapter:

- (a) Provide details on the requirements of this chapter to affected solid waste customers, commercial premises, multi-family generators, and special events;
- (b) Develop and disseminate public education and promotional materials relating to the importance of recycling and organic materials processing and the availability of recycling and organic materials processing opportunities available to solid waste customers, commercial generators, multi-family generator, and special events;
- (c) Provide technical assistance and training to solid waste customers, commercial generator, multi-family generators, and special events to increase recycling; and

- (d) Enforce provisions of the franchise agreement for collection of recyclable materials, organic materials, and refuse with the franchisee to stimulate demand for recyclable materials and organic materials collection service.

Sec. 10B-10 - Penalties.

- (a) The city may issue administrative fines for violating this chapter or any rule or regulation adopted pursuant to this chapter, except as otherwise provided in this chapter. The city's procedures on imposition of administrative fines are hereby incorporated in their entirety and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this chapter and any rule or regulation adopted pursuant to this chapter; provided, however, that the city may adopt regulations providing for lesser penalty amounts for solid waste customers, commercial premises, or special events.
- (b) A violation notice shall be issued and served upon the solid waste collector, solid waste customer, commercial premises, or special event for violations of this chapter. When a violation notice is served, public nuisance proceedings and/or code enforcement proceedings under the city's code shall apply.
- (c) All administrative civil penalties collected from actions brought pursuant to this chapter shall be paid to the city and shall be deposited into an earmarked account that is available to fund activities to implement the applicable provisions of this chapter.
- (d) Notwithstanding, the city attorney may seek injunctive relief or civil penalties in the superior court or may pursue any other remedy legally available to the city.
- (e) Violations and Administrative Citation Regulation Service Fines are outlined in Resolution No. 2009-48.

Sec. 10B-11 - No effect on other powers.

- (a) This chapter does not do any of the following:
 - (1) Otherwise affect the authority of the city or its designee to take any other action authorized by any other provisions of law or regulations.
 - (2) Restrict the power of a city attorney, district attorney, or the attorney general to bring in the name of the people of California any criminal proceeding otherwise authorized by law.
 - (3) Prevent the city from cooperating with, or participating in, any proceeding.
 - (4) Affect in any way existing contractual arrangements including franchises, permits, or licenses previously granted or entered into between the solid waste collectors and city.
- (b) *Cumulative remedies.* Any remedy provided under this chapter is cumulative to any other remedy provided in equity or at law. Nothing in this chapter shall be deemed to limit the right of the city or its solid waste operators to bring a civil action; nor shall a conviction for such violation exempt any person from a civil action brought by the city or its solid waste operators. The fees and penalties imposed under this chapter shall constitute a civil debt and

liability owing to the city from the persons, firms, or corporations using or chargeable for such services and shall be collectible in the manner provided by law.

- (c) *Liability.* Nothing in this chapter shall be deemed to impose any liability upon the city or upon any of its officers or employees including without limitation under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA).

Sec. 10B-12 - Disclaimer of liability.

The degree of protection required by this chapter is considered to be reasonable for regulatory purposes. The standards set forth in this chapter are minimal standards and do not imply that compliance will ensure safe handling of recyclable materials, organic materials, or refuse. This chapter shall not create liability on the part of the city, or any of its officers or employees, for any damages that result from reliance on this chapter or any administrative decision lawfully made in accordance with this chapter. All persons handling solid waste within the boundaries of the city should be and are advised to conduct their own inquiry as to the handling of such materials. In undertaking the implementation of this chapter, the city is assuming an undertaking only to promote the general welfare. It is not assuming, nor is it imposing on its officers and employees, an obligation for breach of which it is liable in money damages to any person who claims that such breach proximately caused injury.

Sec. 10B-13 - Duties discretionary.

Subject to the limitations of due process and applicable requirements of state or federal laws, and notwithstanding any other provisions of this chapter, whenever the words "shall" or "must" are used in establishing a responsibility or duty of the city, its elected or appointed officers, employees or agents, it is the legislative intent that such words establish a discretionary responsibility or duty requiring the exercise of judgment and discretion.

SECTION 2: Effective Date. This ordinance shall take effect and shall be in force thirty (30) days after the date of adoption, and prior to the expiration of fifteen (15) days from the passage thereof, shall be published at least once in a newspaper of general circulation printed and published in the County of Imperial, together with the names of the members of the City Council voting for and against the same.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Imperial, this 3rd day of February, 2021.

Mayor of the City of Imperial

ATTEST:

By _____
City Clerk

DATE SUBMITTED 1/13/21
 SUBMITTED BY PARKS
 DATE ACTION REQUIRED 01/20/21

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: TOWN SITE PARK PROJECT CONCEPTUAL DESIGN
 1. ACCEPTANCE OF THE CONCEPTUAL DESIGN FOR TOWNSITE PARK PROJECT

DEPARTMENT INVOLVED: PARKS

BACKGROUND/SUMMARY:

On August 19, 2020 City Council adopted resolution 2020-54 granting staff permission to submit an application for Round four grant funding through Prop 68. Staff has concluded community outreach efforts required by using both virtual and in person platforms. Four conceptual designs were released for members of our community to vote on. Conceptual Design 3 was chosen and will be submitted with our grant application in March if council approves.

Please see attached information and pictures

FISCAL IMPACT: N/A

FINANCE
INITIALS

W

STAFF RECOMMENDATION: It is the department's recommendation for City Council to approve Conceptual Design for Townsite Park Project

DEPT. INITIALS

ab

MANAGER'S RECOMMENDATION: accept as per staff's recommendation

CITY
MANAGER'S
INITIALS

ab

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

APPROVED ()
 DISAPPROVED ()
 REFERRED TO:

REJECTED ()
 DEFERRED ()



Townsite Park Project

Community Engagement



Virtual Community Forum #1

TOWNSITE PARK PROJECT **COMMUNITY MEETING** HELP US BUILD OUR PARK!

We invite you to join us for our virtual outreach meetings to discuss the development of our Townsite Community Park Project located at 618 W. Barton Blvd!

We will have three town hall meetings; registration is free, but required to participate. The first meeting will be on September 10th and the following meetings dates and times are to be determined.

These community surveys are for City of Imperial residents only.
Register online at
www.cityofimperial.org/townsiteparkproject. For questions, please contact City Hall at (760) 355-4371.



- Date: September 10, 2020
- Kickoff Meeting
 - Discussion of Townsite Park Project development and timeline
 - Generated the list of Park Amenities for Survey #1



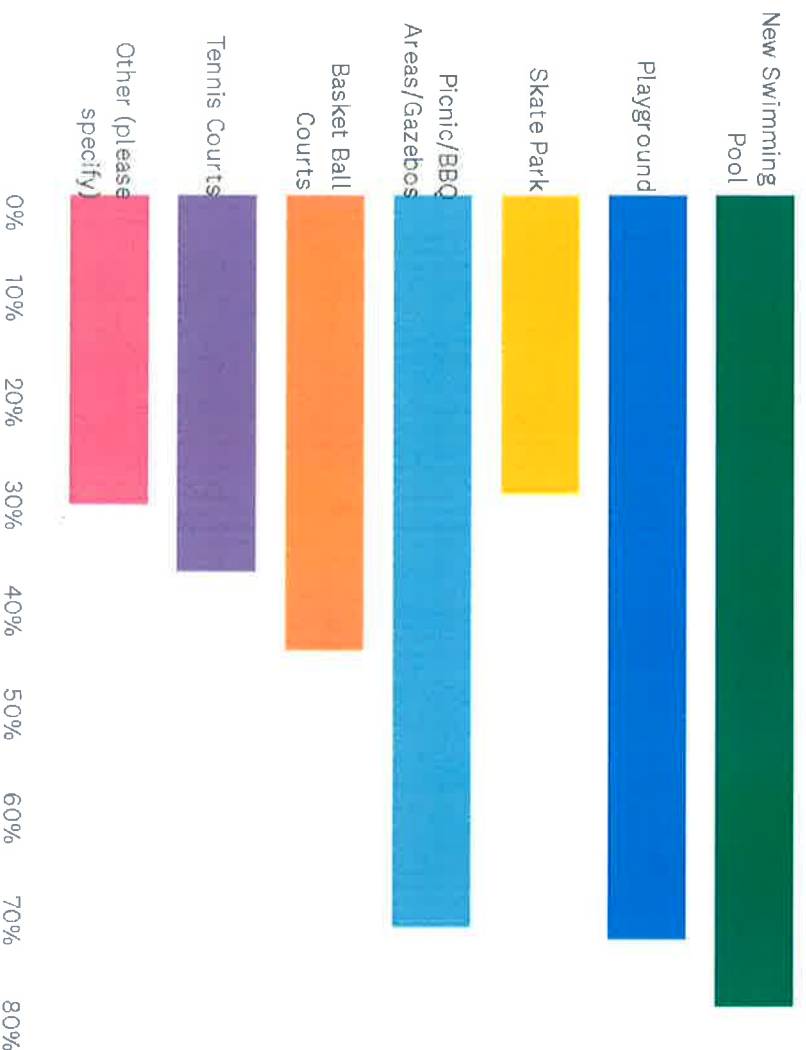
Survey #1

This survey included six park amenities for residents to vote on that consisted of the following:

- New Swimming Pool
- Playground
- Skate Park
- Picnic/BBQ Areas/Gazebos
- Basketball Courts
- Tennis Courts

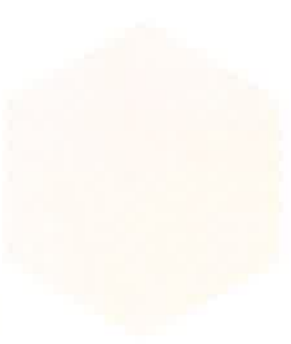


Survey #1 Results



Top Three Amenities:

1. New Swimming Pool
2. Playground
3. Picnic Area/Gazebos



On-Site Community Outreach

Date: September 25, 2020 | 5PM

-In-Person Feedback

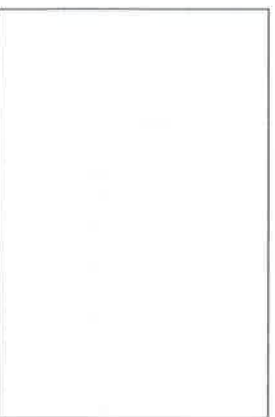


Ben Huise Outreach

HELP US BUILD OUR PARK

YOU CAN HELP US BUILD OUR PARK BY DRAWING YOUR IDEAL PARK. PLEASE DRAW YOUR PARK IN THE SPACE BELOW.

DRAW YOUR PARK BELOW



TELL US ABOUT YOUR DRAWING

WHAT SHOULD WE NAME OUR PARK?

NAME _____

DATE _____

-Drawings submitted by Ben Huise Elementary students of their ideal park



The park has flowers, swings, basketball hoops, soccer field, monkey bar, slides, a sandbox, and benches. It is a good place to go and have fun.

WHAT SHOULD WE NAME OUR PARK?

Imperial Park

NAME: Rebecca Aguilar

DATE: 9/23/2020

AGE: Mrs. Fusi

Rebecca Aguilar

3rd Grade
Mrs. Fusi



DRAW YOUR PARK BELOW

TELL US ABOUT YOUR DRAWING

WHAT SHOULD WE NAME OUR PARK?

NAME: Diesel Labaddy

DATE: 9/23/2020

AGE: Tracey

Diesel Labaddy

5th Grade
Mrs. Drewry

Virtual Community Forum #2

TOWNSITE PARK PROJECT

FOLLOW UP MEETING

LET'S REVIEW THE RESULTS!

If you haven't already completed the Townsite Park Project community survey, fill out the form online at <https://www.surveymonkey.com/r/QBXZ3P8>.

Join us live to review the survey results on Thursday, October 8th at 5:30PM or Saturday, October 10th at 10AM! To receive the login information for the meeting, register online at <https://www.cityofimperial.org/townsiteparkproject>. For questions, please contact City Hall at (760) 355-4371.

JOIN US LIVE!



- Meeting Date #1: October 8, 2020 | 5:30PM
- Meeting Date #2: October 10, 2020 | 10AM
- Two separate meetings were held to accommodate the different schedules' of community members for maximum feedback
- Discussion of Survey #1 Results

Community Outreach Event



- Date: October 24, 2020 | 9AM-6PM
- In-Person Hands-On Participation
 - Feedback from children and members in the community by #BuildOurParkImperial



Conceptual Design Survey

This survey included four different conceptual designs for residents to vote on.



Conceptual

Design #1



Conceptual

Design #2



Conceptual

Design #3



Conceptual

Design #4

Conceptual Design Survey Results

Conceptual
Design #1



Conceptual
Design #2



Conceptual
Design #3



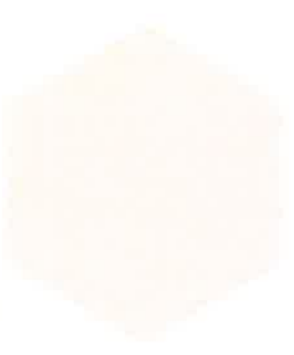
Conceptual
Design #4



0% 10% 20% 30% 40% 50% 60% 70% 80%

The people have
spoken...

Conceptual Design #3
is the winner!



Final Conceptual Design



Conceptual Design #3

Amenities:

- Playground
- Picnic Areas/Gazebos
- Basketball Court
- Volleyball Court
- Tennis Court
- Swimming Pool
- Restrooms/showers
- Skate Park

DATE SUBMITTED 01/13/2021
SUBMITTED BY City Clerk
DATE ACTION REQUIRED 01-20-2021

Agenda Item No B 2
CITY COUNCIL ACTION (X)
PUBLIC HEARING REQUIRED ()
RESOLUTION ()
ORDINANCE 1ST READING ()
ORDINANCE 2ND READING ()
CITY CLERK'S INITIALS JB

**IMPERIAL CITY COUNCIL
AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: APPROVAL OF MAYOR EUGENIO'S APPOINTMENT OF A MEMBER TO THE CITY OF IMPERIAL PLANNING COMMISSION.

1. APPROVE APPOINTMENT RECOMMENDED BY MAYOR EUGENIO OF A MEMBER TO THE PLANNING COMMISSION TO COMPLETE THE UNEXPIRED TERM OF FORMER COMMISSIONER KATIE BURNWORTH.

DEPARTMENT INVOLVED: Mayor and City Council

BACKGROUND/SUMMARY:

There is currently an unscheduled vacancy on the City of Imperial Planning Commission as former Commissioner Katie Burnworth was elected and is now seated as a member of the City Council. City Ordinance requires that City Council members appoint a member to the Planning Commission to coincide with their term in office. As Ms. Burnworth was appointed by Council member Eugenio, Mayor Eugenio is responsible for the appointment of a member to serve out the remainder of Ms. Burnworth's term on the Commission. The notice of vacancy was posted as required by law. As of the preparation of this report, the City Clerk received applications from six individuals who are interested in the appointment. It is required that the applicant be a registered voter and resident of the City of Imperial. Upon verification with the County Registrar of Voters office, all of the applicants are registered to vote in the City of Imperial.

FISCAL IMPACT: None.

STAFF RECOMMENDATION: City Council members consider the recommendation made by Mayor Eugenio and approve the appointment.

MANAGER'S RECOMMENDATION:

*concur with staff
recommendation*

MANAGER'S INITIAL OHM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

DEC 21 2020



PLANNING COMMISSION APPLICATION

The City of Imperial depends upon citizen participation, service and input. Planning Commissioners play a vital role in the shape of the city and are an important element in achieving the City's goals. Applications should be filled out completely so that the City Council may fully evaluate your qualifications. You may attach extra sheets if needed. It is the responsibility of the applicant to familiarize themselves with the duties and responsibilities of the position applied for.

You must be a resident of the City of Imperial and a registered voter of the city in order to serve on the Planning Commission.

Name CORY VAN DRIESSCHE Tel.# 760.

Address IMPERIAL, CA 92251 E-mail com

☒ New Appointment ☐ Reappointment

How many years have you lived in Imperial? 11

Are you a registered City of Imperial voter? ☒ YES ☐ NO

Are you presently employed? ☒ YES ☐ NO

Employer/Position: CENTRAL UNION HIGH SCHOOL DISTRICT. (TEACHER)

If you are retired, what was your previous occupation?

RETIRED DETECTIVE SERGEANT from BRAWLEY P.D.

Have you served on a city commission or committee before? ☐ YES ☒ NO

If yes, which city and when: N/A

Position: N/A

Summarize why you wish to serve on the Planning Commission, include any special qualifications or education which are particularly appropriate to the position of Planning Commissioner.

I WOULD LIKE TO HELP THE CITY GROW AND MAKE SURE

ALL CURRENT AND POTENTIAL BUSINESS FOLLOW THE SAME
GUIDELINES.

What do you see as the objectives and goals of the commission?

I BELIEVE THE OBJECTIVE IS TO HELP BUSINESSES ESTABLISH

IN IMPERIAL AS WELL AS RESIDENTS. THE ULTIMATE GOAL
IS TO ACCOMPLISH THE OBJECTIVE WITH AS LITTLE GOVERNMENT AS
How would you help to achieve these objectives and goals? POSSIBLE.

BEING OPEN MINDED TO NEW IDEAS AND FAIR TO

RESIDENTS AND BUSINESSES.

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest? (Please explain)

NONE

Disclosure and Regulatory Requirements

Conflict of Interest – A Statement of Economic Interests Form 700 is required for this position, the form must be filed with the City Clerk within 30 days of beginning service. The City Clerk will provide those appointees who must file with a filing form and instructions.

Attendance / Duties – Commission members are required to attend meetings on a regular basis and devote the time necessary to fulfill your duties. A member will be removed if the member has more than three (3) unexcused absences consecutively.

Mandatory Ethics Training – Commission members are required to satisfy the local ethics training requirement mandated by Government Code Sections 53234 et seq. and may be removed if proof of completion is not filed with the City Clerk within the first 60 days of appointment. Appointees will be provided with an on-line training resource.

Information on this form is a public record subject to disclosure under the California Public Records Act.

Signature

12/20/20

Date

RECEIVED
DEC 2 5 2020

BY:



PLANNING COMMISSION APPLICATION

The City of Imperial depends upon citizen participation, service and input. Planning Commissioners play a vital role in the shape of the city and are an important element in achieving the City's goals. Applications should be filled out completely so that the City Council may fully evaluate your qualifications. You may attach extra sheets if needed. It is the responsibility of the applicant to familiarize themselves with the duties and responsibilities of the position applied for.

You must be a resident of the City of Imperial and a registered voter of the city in order to serve on the Planning Commission.

Name Ruben Francisco Rivera Tel.# 760-7

Address _____ E-mail r

Imperial, Ca. 92251

☒ New Appointment ☐ Reappointment

How many years have you lived in Imperial? 11 Years

Are you a registered City of Imperial voter? ☒ YES ☐ NO

Are you presently employed? ☒ YES ☐ NO

Employer/Position: Geo Secure Services/Disciplinary Hearing Officer

If you are retired, what was your previous occupation?

N/A

Have you served on a city commission or committee before? ☐ YES ☒ NO

If yes, which city and when: N/A

Position: N/A

Summarize why you wish to serve on the Planning Commission, include any special qualifications or education which are particularly appropriate to the position of Planning Commissioner.

To begin proactive involvement in public service, local government and the direction of our community with the other

like minded involved individuals and city government.

What do you see as the objectives and goals of the commission?

To foresee the future of the city and still understand the current challenges at hand and still represent the community

and it's needs.

How would you help to achieve these objectives and goals?

As a public speaker, I would try to get out with the residents, businesses, prospective businesses and city officials to

promote cohesive communication and promote more involvement for a better Imperial.

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest? (Please explain)

No

Disclosure and Regulatory Requirements

Conflict of Interest – A Statement of Economic Interests Form 700 is required for this position, the form must be filed with the City Clerk within 30 days of beginning service. The City Clerk will provide those appointees who must file with a filing form and instructions.

Attendance / Duties – Commission members are required to attend meetings on a regular basis and devote the time necessary to fulfill your duties. A member will be removed if the member has more than three (3) unexcused absences consecutively.

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Signature

December 27, 2020

Date



PLANNING COMMISSION APPLICATION

The City of Imperial depends upon citizen participation, service and input. Planning Commissioners play a vital role in the shape of the city and are an important element in achieving the City's goals. Applications should be filled out completely so that the City Council may fully evaluate your qualifications. You may attach extra sheets if needed. It is the responsibility of the applicant to familiarize themselves with the duties and responsibilities of the position applied for.

You must be a resident of the City of Imperial and a registered voter of the city in order to serve on the Planning Commission.

Name Belen Donato Tel.# 760

Address 3371 N. 1st St. E-mail

Imperial, Ca 92251

☒ New Appointment ☐ Reappointment

How many years have you lived in Imperial? 15 years

Are you a registered City of Imperial voter? ☒ YES ☐ NO

Are you presently employed? ☒ YES ☐ NO

Employer/Position: Calexico Unified School /District Grounds worker I

If you are retired, what was your previous occupation?

N/A

Have you served on a city commission or committee before? ☐ YES ☒ NO

If yes, which city and when: N/A

Position: N/A

Summarize why you wish to serve on the Planning Commission, include any special qualifications or education which are particularly appropriate to the position of Planning Commissioner.

I would like to serve as a planning committee member, because I have the time disposition and knowledge. My knowledge : A.A construcion(in progress), Communications Science B.A, Realtor Executive Assistant 5 years experience. OSHA 30 hrs certification, Maintenances and Operations Academy. I have be exposed to Redit Arquitecure program.

What do you see as the objectives and goals of the commission?

Plan, organize and apply rules, codes and regulations to help a healthy City growth

How would you help to achieve these objectives and goals?

Serving Imperial City with my knowledge, and good disposition to learn, listen, and understand the rest of the committee members working for a co goal.

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest? (Please explain)

No

Disclosure and Regulatory Requirements

Conflict of Interest – A Statement of Economic Interests Form 700 is required for this position, the form must be filed with the City Clerk within 30 days of beginning service. The City Clerk will provide those appointees who must file with a filing form and instructions.

Attendance / Duties – Commission members are required to attend meetings on a regular basis and devote the time necessary to fulfill your duties. A member will be removed if the member has more than three (3) unexcused absences consecutively.

Mandatory Ethics Training – Commission members are required to satisfy the local ethics training requirement mandated by Government Code Sections 53234 et seq. and may be removed if proof of completion is not filed with the City Clerk within the first 60 days of appointment. Appointees will be provided with an on-line training resource.

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Signature

12-29-20

Date

JAN 08 2021



PLANNING COMMISSION APPLICATION

The City of Imperial depends upon citizen participation, service and input. Planning Commissioners play a vital role in the shape of the city and are an important element in achieving the City's goals. Applications should be filled out completely so that the City Council may fully evaluate your qualifications. You may attach extra sheets if needed. It is the responsibility of the applicant to familiarize themselves with the duties and responsibilities of the position applied for.

You must be a resident of the City of Imperial and a registered voter of the city in order to serve on the Planning Commission.

Name ANDREA RUIZ

Tel.# (760) 722-1234

Address _____

E-mail andrea.ruiz@imperialca.gov

☒ New Appointment

☐ Reappointment

How many years have you lived in Imperial? 20

Are you a registered City of Imperial voter? ☒ YES ☐ NO

Are you presently employed? ☒ YES ☐ NO

Employer/Position: CARE Ambulance / Emergency Medical Technician (EMT)

If you are retired, what was your previous occupation?

N/A

Have you served on a city commission or committee before? ☐ YES ☒ NO

If yes, which city and when: _____

Position: _____

Summarize why you wish to serve on the Planning Commission, include any special qualifications or education which are particularly appropriate to the position of Planning Commissioner.

I wish to serve because I am currently studying Real Estate and Development remotely at UCSD and wish to implement my knowledge into the town I grew up in

What do you see as the objectives and goals of the commission?

I believe the goals of the commission are to increase the quality of life of our community and fix our city's existing and future developmental problems.

How would you help to achieve these objectives and goals?

By generating more citizen involvement and interest in our community's General Plan and consulting with public officials and other organizations to seek advisement.

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest? (Please explain)

N/A

Disclosure and Regulatory Requirements

Conflict of Interest – A Statement of Economic Interests Form 700 is required for this position, the form must be filed with the City Clerk within 30 days of beginning service. The City Clerk will provide those appointees who must file with a filing form and instructions.

Attendance / Duties – Commission members are required to attend meetings on a regular basis and devote the time necessary to fulfill your duties. A member will be removed if the member has more than three (3) unexcused absences consecutively.

Mandatory Ethics Training – Commission members are required to satisfy the local ethics training requirement mandated by Government Code Sections 53234 et seq. and may be removed if proof of completion is not filed with the City Clerk within the first 60 days of appointment. Appointees will be provided with an on-line training resource.

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Signature

X

1-07-2021

Date

JAN 13 2021

BY:



PLANNING COMMISSION APPLICATION

The City of Imperial depends upon citizen participation, service and input. Planning Commissioners play a vital role in the shape of the city and are an important element in achieving the City's goals. Applications should be filled out completely so that the City Council may fully evaluate your qualifications. You may attach extra sheets if needed. It is the responsibility of the applicant to familiarize themselves with the duties and responsibilities of the position applied for.

You must be a resident of the City of Imperial and a registered voter of the city in order to serve on the Planning Commission.

Name Luis F. Garcia Tel.# 761

Address Imperial, CA 92251 E-mai 7

☒ New Appointment ☐ Reappointment

How many years have you lived in Imperial? 7 years

Are you a registered City of Imperial voter? ☒ YES ☐ NO

Are you presently employed? ☒ YES ☐ NO

Employer/Position: Imperial Irrigation District - Public Benefits Program Specialist

If you are retired, what was your previous occupation?

Have you served on a city commission or committee before? ☐ YES ☒ NO

If yes, which city and when: _____

Position: _____

Summarize why you wish to serve on the Planning Commission, include any special qualifications or education which are particularly appropriate to the position of Planning Commissioner.

I would like to contribute to the safety, success and well-being of the community I live and raise my family in.

I majored in Public Administration at SDSU and have 14 years of experience working at IID in the energy department. My experience at IID includes public programs, energy efficiency, solar projects, new construction and project management.

What do you see as the objectives and goals of the commission?

I consider that the goals and objectives of the commission include: making fair, equitable and transparent planning decisions; listening to public input; working with elected officials and stakeholders to help the city prosper.

How would you help to achieve these objectives and goals?

I plan to be objective when making planning decisions that will affect all stakeholders in our city.

My education, experience and sound judgment will be instrumental to helping achieve the commission's goals and objectives.

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest? (Please explain)

No.

Disclosure and Regulatory Requirements

Conflict of Interest – A Statement of Economic Interests Form 700 is required for this position, the form must be filed with the City Clerk within 30 days of beginning service. The City Clerk will provide those appointees who must file with a filing form and instructions.

Attendance / Duties – Commission members are required to attend meetings on a regular basis and devote the time necessary to fulfill your duties. A member will be removed if the member has more than three (3) unexcused absences consecutively.

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Signature

01/13/2021

Date

REC'D
JAN 13 2021



PLANNING COMMISSION APPLICATION

The City of Imperial depends upon citizen participation, service and input. Planning Commissioners play a vital role in the shape of the city and are an important element in achieving the City's goals. Applications should be filled out completely so that the City Council may fully evaluate your qualifications. You may attach extra sheets if needed. It is the responsibility of the applicant to familiarize themselves with the duties and responsibilities of the position applied for.

You must be a resident of the City of Imperial and a registered voter of the city in order to serve on the Planning Commission.

Name Stacy Mendoza Tel.# (760)
Address _____ E-mail _____ m
Imperial, CA 92251

☒ New Appointment ☐ Reappointment

How many years have you lived in Imperial? 30

Are you a registered City of Imperial voter? ☒ YES ☐ NO

Are you presently employed? ☒ YES ☐ NO

Employer/Position: City of El Centro / Economic Development Manager

If you are retired, what was your previous occupation?

N/A

Have you served on a city commission or committee before? _____ YES ☒ NO

If yes, which city and when: _____

Position: Served as City Treasurer

Summarize why you wish to serve on the Planning Commission, include any special qualifications or education which are particularly appropriate to the position of Planning Commissioner.

As a 32-year employee of local City government, I appreciate the role the various councils, commissions, and committees play in the shaping and planning of a city. As a resident of Imperial, I would like to be involved by bringing my knowledge and skillset to assist. I hold a BA in Public Administration, wherein my studies included courses on Urban Planning and its history. As part of my job as an Economic Development Manager, I work closely with the City's Planning Division as part of project development and am currently working with them on the Housing Element update for the General Plan.

What do you see as the objectives and goals of the commission?

The Planning Commission is made up of community members with the objective of advising the City Council of matters of planning and development including, but not limited to, zoning, land use, housing, General Plan compliance, etc. This is done on a case by case basis with overall goals of improving economic development and quality of life, providing a forum for input from diverse segments of the community, and identifying planning alternatives. The PC helps ensure the overall community vision identified in the General Plan is implemented.

How would you help to achieve these objectives and goals?

As a commissioner, I would participate in public hearings and promote public interest in the city's planning processes, thoroughly review all documents presented to me to for consideration to ensure that any recommendation I make or vote I take is well-informed, familiarize myself with the City's General Plan, relevant special studies, and historical documents related to matters that come before the PC. Any decisions would be made with fairness, compassion for community members, respect, responsibility, and integrity.

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest? (Please explain)

Neither I, nor any immediate family member of mine, have interests in Imperial that could serve as a potential conflict of interest, outside of the ownership of personal residences.

Disclosure and Regulatory Requirements

Conflict of Interest – A Statement of Economic Interests Form 700 is required for this position, the form must be filed with the City Clerk within 30 days of beginning service. The City Clerk will provide those appointees who must file with a filing form and instructions.

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Signature 

01/12/2021

Date

Agenda Item

No.

F-3

DATE SUBMITTED

01/12/2021

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

01/20/2021

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:

CLASS I AND CLASS II BIKE FACILITY ALONG THE NORTH SIDE OF ATEN BLVD FROM DOGWOOD ROAD TO PUERTO VALLARTA AVENUE (BID NO. 2020-08)

1. AWARD CONSTRUCTION CONTRACT TO **ROVE ENGINEERING, INC.**
2. AUTHORIZE 15% CONTINGENCY.

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:

The Community Development Department was directed by City Council to conduct a competitive BID process for the demolition of existing AC Pavement, installation of new Free-Standing Curb, AC Pavement, Class II Base, Striping and Signage, Street Lights, Landscaping and Irrigation Lines. See attached Exhibit 1.

Staff released a BID published in the Calexico Chronicle, Holtville Tribune, our City website, "Dodge Data & Analytics" & "Construct Connect" planrooms to solicit proposals from qualified and experienced contractors to complete the construction.

The following six (6) bids were received during the formal bidding process:

1. LC Paving & Sealing, Inc. \$594,984.83
2. **Rove Engineering, Inc. \$584,596.50**
3. Pyramid Construction and Aggregates, Inc. \$656,647.61
4. Hazard Construction Company \$627,615.00
5. C.S. Legacy Construction, Inc. \$799,192.00
6. Granite Construction Company \$768,867.00

See attached Exhibit 2 ("BID Opening Act") for details.

After careful review of all bids submitted, staff recommends the project be awarded to Rove Engineering, Inc, the lowest responsive and responsible bidder.

Due to potential unknown conditions, it is also recommended to add a 15% Contingency to this contract.

FISCAL IMPACT:

\$432,026.00 from CMAQ Funds and \$152,570.50 from LTA Measure D
Total = \$584,596.50

ADMIN
SERVICES
SIGN INITIALS

STAFF RECOMMENDATION: Staff recommends City Council

1. award a construction contract to Rove Engineering, Inc. in the amount of \$584,596.50.
2. Authorize 15% Contingency.

DEPT. INITIALS

MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

[illegible]

Exhibit 1

ENGINEER

DYNAMIC CONSULTING ENGINEERS, INC.
2415 IMPERIAL PARKWAY, SUITE 6
IMPERIAL, CA 92221
TEL (760) 545-0162
FAX (760) 545-0163

REAL	
MON. CBO	JESUS VILLEGAS
	ARMANDO

SHEET VICINITY MAP AND GENERAL NOTES

DARRELL PECHTL
KARIN EUGENIO
GEOFF DALE
ROBERT AMPARANO
JAMES TUCKER

DEBRA JACKSON
OTTHON MOFA
STACY COX
JESUS VILLEGAS
ARMANDO AGUILAR

 420 South Imperial Avenue
Imperial, CA 92251
Ph: (760) 355-4371 • Fax: (760) 355-47

Dr. Scott, 11 Wall St., New York 22, N.Y.

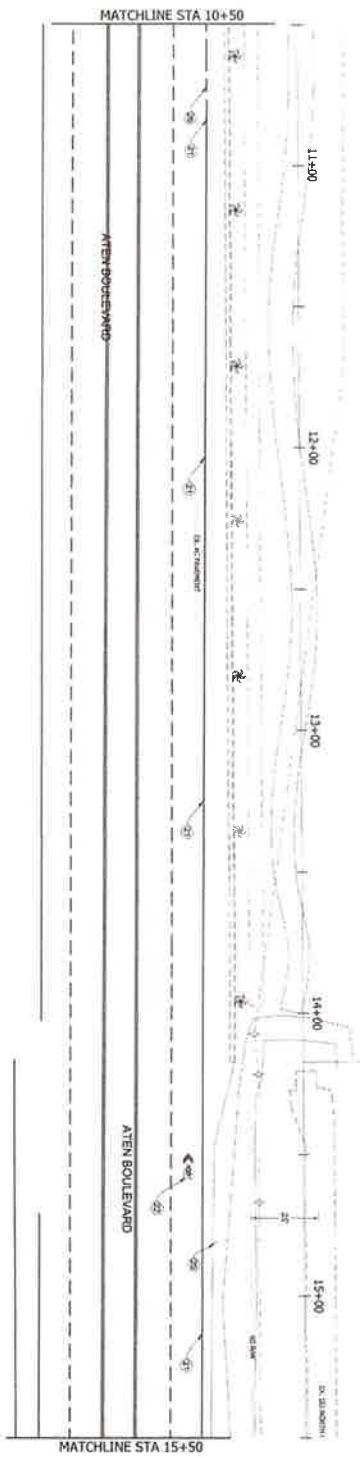
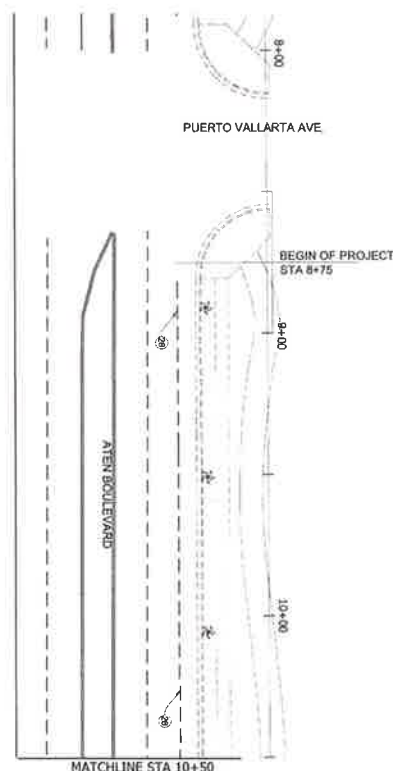
4/11/20
 4/11/20
 4/11/20

PUERTO VALLARTA AVENUE"

SHEET CONTAINS:

TITLE SHEET, VICINITY MAP
AND GENERAL NOTES

OF 7 SHEETS

[illegible][illegible]

BENCH MARK:



PROJECT TITLE: CITY OF IMPERIAL
"CLASS I AND CLASS II BIKE FACILITY ALONG
SIDE OF ATEN BOULEVARD FROM DOGWOOD
PIERCE VALLARTA AVENUE"

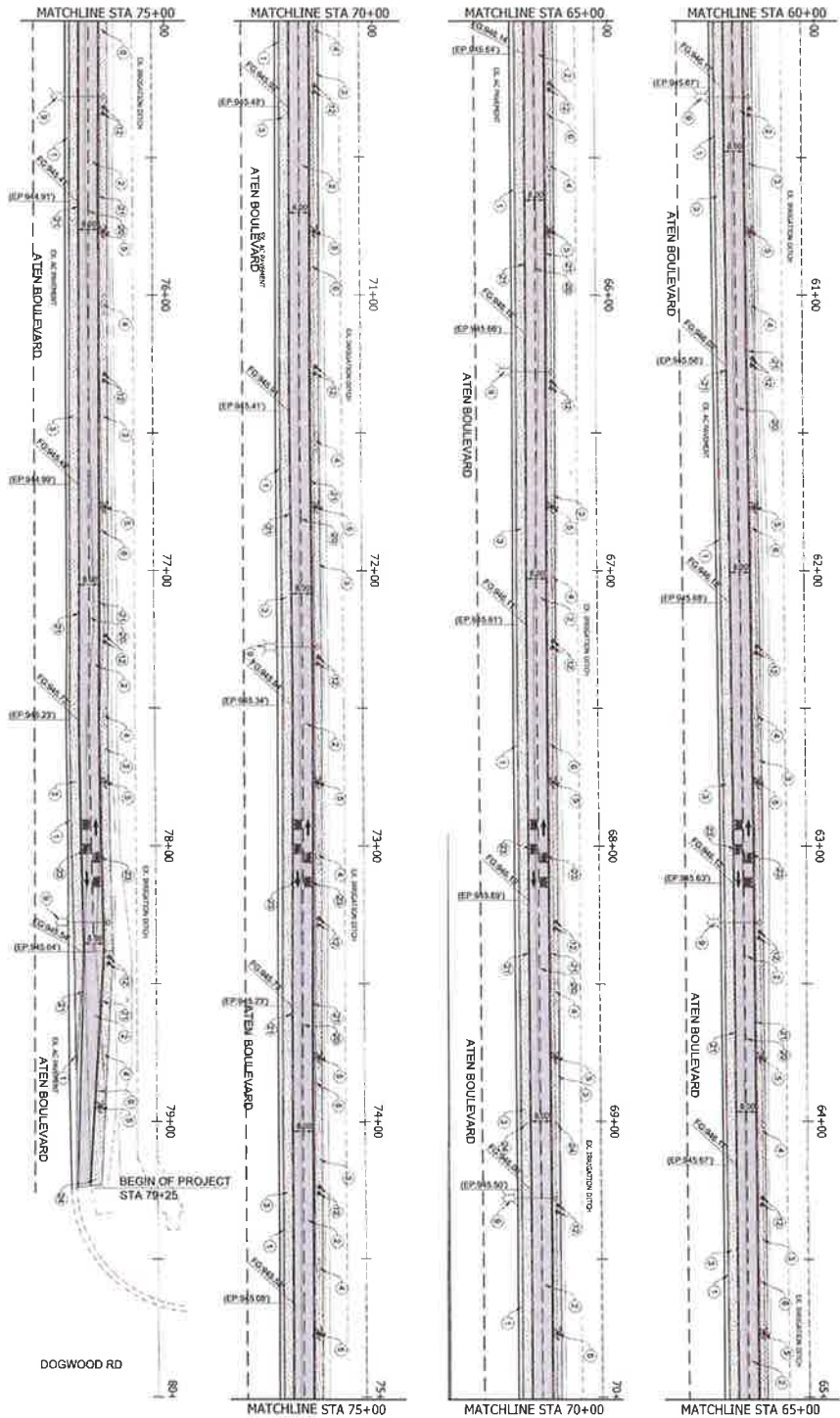
SHEET		2	
SHEET		OF 7	
DRAWN BY: UNL/14		DATE: 12/20/2019	
PROJECT: 01-05		JOB NO.: DCE 392019	



- STRENGTHENING CONCRETE ELEMENTS**
1. REPAIR FLOWLAYS, COVER, AND PEELING SURFACES AND, AS NECESSARY, REINFORCE WITH STEEL REBAR OR FIBERGLASS REINFORCED POLYMER (FRP) SHEET.
 2. REPAIR ALL CRACKS AND DEFECTS OF CONCRETE SHEET.
 3. REPAIR ALL DEFECTS OF CONCRETE SHEET.
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 8. REPAIR ALL DEFECTS OF CONCRETE SHEET.
 9. REPAIR ALL DEFECTS OF CONCRETE SHEET.
 10. REPAIR ALL DEFECTS OF CONCRETE SHEET.
- ALL REPAIRS AND MODIFICATIONS SHALL BE APPROVED BY THE ENGINEER.

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- CONSTRUCTION NOTES**
1. THE DRAWING LANE LINES SHALL BE CONSIDERED AS THE CENTERLINE OF THE ROADWAY.
 2. THE CENTERLINE OF THE ROADWAY SHALL BE CONSIDERED AS THE CENTERLINE OF THE ROADWAY.
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- STIPENDING AND BOUNDARY NOTES**
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 12. THE CENTERLINE OF THE ROADWAY SHALL BE CONSIDERED AS THE CENTERLINE OF THE ROADWAY.



CITY OF IMPERIAL 420 South Imperial Avenue Imperial, CA 92251 Ph: (760) 365-4371 • Fax: (760) 365-4718		BENCH MARK: BENCH MARK: 441.12 (IMPERIAL 1000)		PROJECT TITLE: "CLASS I AND CLASS II BULK FACILITY ALONG THE NORTH SIDE OF ATEN BOULEVARD FROM DOGWOOD ROAD TO ATEN BOULEVARD"		PROJECT NUMBER: STA 60+00 TO STA 79+25		PROJECT DATE: JUNE 11, 2019		PROJECT SHEET: SHEET 6 OF 7	
DESIGNED BY: DYNAMIC ENGINEERING		CHECKED BY: DYNAMIC ENGINEERING		APPROVED BY: DYNAMIC ENGINEERING		DATE: JUNE 11, 2019		SCALE: AS SHOWN		PROJECT LOCATION: IMPERIAL, CA 92251	



Exhibit 2

BID Opening Act

BID No. 2020-08

CLASS I AND CLASS II BIKE FACILITY ALONG THE NORTH SIDE OF ATEN BOULEVARD FROM DOGWOOD ROAD TO PUERTO VALLARTA AVENUE

Bids received by: DEBRA JACKSON - CITY CLERK

Were opened at 3:07 PM on 11/03/2020

By: DEBRA JACKSON

Witnessed by:

Signature

LC PAVING ARMANDO AGUILAR
JESUS VILLEGAS

COMPANY	BID AMOUNT	BID BOND
<u>LC PAVING</u>	<u>544,984.23</u>	<u>✓</u>
<u>DOVE ENGINEERING</u>	<u>584,596.50</u>	<u>✓</u>
<u>PYRAMID CONSTRUCTION</u>	<u>656,647.61</u>	<u>✓</u>
<u>HAZARD CONSTRUCTION</u>	<u>627,615.00</u>	<u>✓</u>
<u>US LEGACY</u>	<u>799,192.00</u>	<u>✓</u>

BIDS WERE GIVEN TO Jesus Villegas FOR STUDY AND RECOMMENDATION TO CITY COUNCIL.

DEBRA JACKSON
CITY CLERK

11-3-2020
DATE



BID Opening Act

BID No. 2020-08

CLASS I AND CLASS II BIKE FACILITY ALONG THE NORTH SIDE OF ATEN BOULEVARD FROM DOGWOOD ROAD TO PUERTO VALLARTA AVENUE

Bids received by: _____

Were opened at _____ on _____

By: _____

Witnessed by:

Signature

COMPANY

BID AMOUNT

BID BOND

GRANITE CONST.

768,867.00



BIDS WERE GIVEN TO Jesus Villegas FOR STUDY AND
RECOMMENDATION TO CITY COUNCIL.

DEBRA JACKSON
CITY CLERK

11-3-2020
DATE

Agenda Item No. F-4

DATE SUBMITTED

01/12/2021

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

01/20/2021

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: LABOR COMPLIANCE SERVICES

1. Award contract for Labor Compliance services to "Labor Compliance Consultants of Southern California" for the Class I & Class II Bike Facility along the North Side of Aten Boulevard from Dogwood Road to Puerto Vallarta Avenue – RFP P12-2020.

DEPARTMENT
INVOLVED:

COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:

The City of Imperial, working through the Congestion Mitigation and Air Quality Improvement Program (CMAQ), provides a flexible funding source to State and local governments for transportation projects and programs to help meet the requirements of the Clean Air Act. LTA Measure D funds will be used to leverage the federal funds for the construction of the project.

The Scope-of Work of the construction project consists of pavement, striping, and signage used to allocate a portion of the roadway for exclusive use by bicyclists, pedestrians and those using non-motorized modes of travel.

The city sent out an RFP for labor compliance services and received one proposal:

1. Labor Compliance Consultants of Southern California \$6,000

See attached Exhibit A ("BID Opening Act") for details.

FISCAL IMPACT: \$6,000 LTA Measure D

ADMIN
SERVICES
SIGN INITIALS

STAFF RECOMMENDATION: Staff recommends City Council award a contract for labor compliance services to "Labor Compliance Consultants of Southern California" in the amount of \$6,000.

DEPT. INITIALS

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()



Exhibit A
RFP Opening Act
RFP No. P12-2020
LABOR COMPLIANCE

**Class I & Class II Bike Facility Along the North Side of
Aten Blvd from Dogwood Rd to Puerto Vallarta Avenue**

Proposals received by: Debra Jackson

Were opened at 3:34 pm on 11/20/2020

By: Debra Jackson

Witnessed by:

Signature

Isabel Garcia

Kuhulgeri

Lisa Tylenda

[Signature]

COMPANY

PROPOSAL AMOUNT

BID BOND

Labor Compliance
Consultants of So Cal.

6,000.00

PROPOALS WERE GIVEN TO Othon Mora FOR STUDY
AND RECOMMENDATION TO CITY COUNCIL.

[Signature]
DEBRA JACKSON, CITY CLECK

11-20-2020
DATE

DATE SUBMITTED 01/13/2020
 SUBMITTED BY Ember Haller
 DATE ACTION REQUIRED 01/20/2021

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: FURNISHINGS FOR LIBRARY TEEN SPACE
 1. AUTHORIZATION TO PURCHASE FURNISHINGS FOR THE CREATION
 OF A TEEN SPACE IN THE IMPERIAL PUBLIC LIBRARY

DEPARTMENT INVOLVED: COMMUNITY SERVICES DEPARTMENT

BACKGROUND/SUMMARY:

The 2020-21 Budget includes \$44,000 identified for Youth Programs and Education through the March and Ash Cannabis Conditional Use Permit. The Imperial Public Library currently does not have dedicated space intended for teens in the library. The department requests authorization to purchase furnishings and equipment that serves the unique needs of teens and the way they desire to actively and naturally use space which will enhance the quality of their library experience. The teen space will be designed to accommodate and foster activities that teens automatically engage in like socializing; working together in groups sharing ideas and resources; peer mentorship; and creating things like artwork and digital content.

The proposed Teen Space furnishings include lounge seating, a café height community table with power and stools, computer station, and shelving units. Furnishing selections will provide space for independent work and also accommodate small groups for collaborative work.

The new Teen Space will provide a welcoming space for effective services, programming, and overall service quality for our City's youth to explore their interests. An outreach to the middle school and high school will be made to involve students in participating in an online survey to identify their needs and wants for programming and services.

The Teen Space will be located in the area currently holding the Juvenile Easy Collection. The Juvenile Easy Collection will be moved into the Juvenile Collection next to the Early Learning Space.

Please see attached documentation for more information.

FISCAL IMPACT:

Not to exceed \$20,000

FINANCE
INITIALS

STAFF RECOMMENDATION:

The department requests Council to authorize the purchase of furnishings to create a space for teens at the Imperial Public Library.

DEPT. INITIALS

MANAGER'S RECOMMENDATION: Approve

CITY
MANAGER'S
INITIALS

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ☐

DISAPPROVED ☐

REJECTED ☐

DEFERRED ☐

REFERRED TO:

IMPERIAL PUBLIC LIBRARY

TEEN IDEA'S



* Selected for new Teen Space for design and quote



84" H DEMCO
STEEL SHELVING

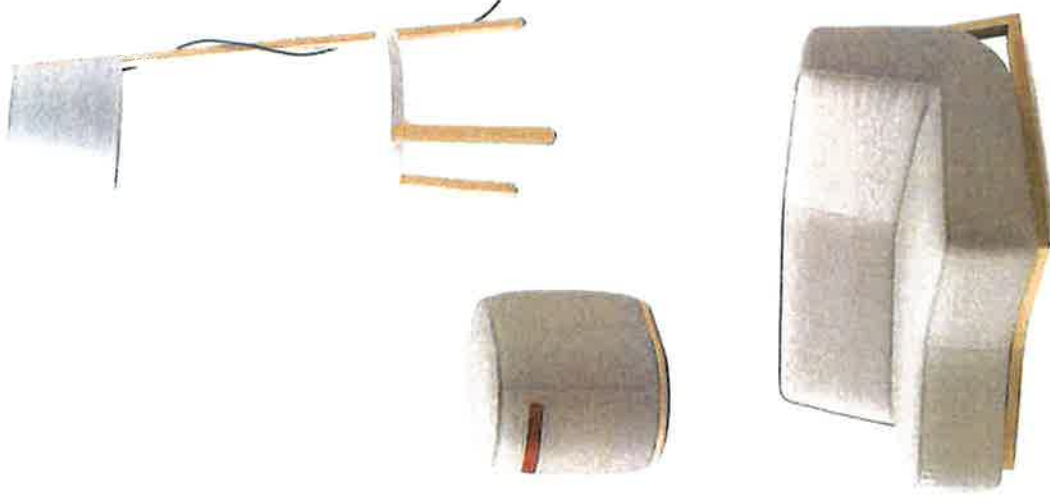
COLORSCAPE 39" H
CURVED OPAC STATION

REEF 30" H TABLE
FOR COMPUTERS WITH
BEBOP STOOLS

JSI™ Indie



This contemporary, freestanding lounge collection embraces the current trend of a **relaxed sit**.



REVIT FAMILIES AVAILABLE
15-YEAR WARRANTY



Agenda Item No. F-4

DATE SUBMITTED 01/13/2020
 SUBMITTED BY Ember Haller
 DATE ACTION REQUIRED 01/20/2021

COUNCIL ACTION
 PUBLIC HEARING REQUIRED ☒
 RESOLUTION ☐
 ORDINANCE 1ST READING ☐
 ORDINANCE 2ND READING ☐
 CITY CLERK'S INITIALS 26

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: FURNISHINGS FOR LIBRARY MAKERSPACE 1. AUTHORIZATION TO PURCHASE FURNISHINGS FOR THE CREATION OF A MAKERSPACE IN THE IMPERIAL PUBLIC LIBRARY				
DEPARTMENT INVOLVED: COMMUNITY SERVICES DEPARTMENT				
BACKGROUND/SUMMARY: The 2020-21 Budget includes \$44,000 identified for Youth Programs and Education through the March and Ash Cannabis Conditional Use Permit. A makerspace is a collaborative workspace for making, learning, exploring and sharing that uses high tech to no tech tools. Imperial Public Library currently does not have collaborative spaces. The department requests authorization to purchase one mobile makerspace table to be placed in the Juvenile section of the Library. The selected table includes a butcher block top with power hubs, stools with stool storage, and shelving with storage bins. Equipment and materials will be purchased to be used at the Makerspace Table. The makerspace area will provide an area with consistent supplies and equipment and special programming for youth which will enhance the quality of their library experience. Please see attached documentation for more information.				
FISCAL IMPACT: Not to exceed \$5,500	FINANCE INITIALS <u>14</u>			
STAFF RECOMMENDATION: The department requests Council to authorize the purchase of furnishings to create a Makerspace for youth at the Imperial Public Library.	DEPT. INITIALS <u>[Signature]</u>			
MANAGER'S RECOMMENDATION: <u>Approve</u>	CITY MANAGER'S INITIALS <u>ab</u>			
MOTION:				
<table style="width: 100%;"> <tr> <td style="width: 33%;"> SECONDED: AYES: NAYES: ABSENT: </td> <td style="width: 33%;"> APPROVED () DISAPPROVED () REFERRED TO: </td> <td style="width: 33%;"> REJECTED () DEFERRED () </td> </tr> </table>		SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()		



HOME / ALL PRODUCTS / FURNITURE / MAKERSPACE FURNITURE / MAKERSPACE WORKSTATIONS / cef The Ed Makerspace Table

cef The Ed Makerspace Table

[Write a Review](#)

Item No. 88-19039

Retail Price: ~~\$9498.62~~

Your Price \$5410.95

Select Laminate Color: Wilsonart Grey



Select Stool Color: White



42"H

Qty. 1

ADD TO CART

[Add to Wishlist](#)



cef The Ed Makerspace Table



[Details](#)

[Specifications](#)

[Shipping](#)

- Features seating for 6
- Magnetic stool storage
- Solid 1-1/2" Maple Butcher Block Top
- Integrated electrical (1 AC outlet, 2 USB ports and 20 ft. cord)
- Internal and external adjustable shelves
- Pass-through center storage
- 2 Convenient, pull-out receptacles, gray for trash - blue for recycling
- Galvanized steel stools with powder-coat finish (500lb weight capacity)
- 5" locking casters

Reviews 0 reviews



[Related Products](#)

Ember Haller

From: The Library Store <customer@thelibrarystore.com>
Sent: Wednesday, January 13, 2021 4:41 PM
To: Ember Haller
Subject: The Library Store Confirmation #6008407

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



301 E. South Street, P.O. Box 0964
Tremont, IL 61568-0964
www.thelibrarystore.com

TEL [800] 548-7204
[309] 925-3923
FAX [309] 925-3580

Quote ID: 6008407

Shipping Information

Recipient 1

EMBER HALLER
Director
CITY OF IMPERIAL
200 West 9th Street
Imperial, CA 92251
United States
7603553316

Comments:

Qty	Item #	Description	Price
1	88-19039	cef The Ed Makerspace Table 42"H - See "Custom Product Information" Section for Details	\$5,410.95

Totals:

Product: \$5,410.95
Shipping: \$9.94
Tax: \$419.35
Total: \$5,840.24

Custom Product Information

Recipient 1: cef The Ed Makerspace Table

SKU:	88-19039
Laminate Color	Wilsonart Grey
Stool Color	White

Looking for COVID-19 products and resources? Find everything you need to work safely and effectively here.

Demco

Shopping Cart

Products in Cart



Cart Summary

Item

Price Qty



Ed Table w/ 6 Stools & 8 Bins 42"H
x 84"W x 48"D
Side Panel Laminate Color: Gray
Stool Color: White
Item # W13768000

\$5,115.00
~~\$5,499.99~~

Cart ID: 1587126

PRINT SHARE

Contract Used:

[View Terms](#)

AMIGOS

This product ships directly from the manufacturer in approximately 40 working days.

Merchandise Total	\$5,499.99
Contract Discount	-\$384.99
Shipping	\$978.25
Tax	\$472.24

Shipping Address

Ember Haller
Imperial Public Library
200 W 9th St
Imperial CA 92251-1213

EDIT

Cart Total

\$6,565.49

Billing Address

You May Also Like



DATE SUBMITTED 1/13/2021

SUBMITTED BY ACM

DATE ACTION REQUIRED 1/20/2021

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: CONTRACT EXTENSION FOR EXECUTIVE LANDSCAPE SERVICES, LLC.

1. APPROVAL TO EXTEND PARK AND LANDSCAPE MAINTENANCE AGREEMENT WITH EXECUTIVE LANDSCAPE, INC. ON A MONTH-TO-MONTH BASIS FOR SERVICES RENDERED

DEPARTMENT INVOLVED: Parks/City Manager's Office

BACKGROUND/SUMMARY:

On October 7, 2020 the City Council authorized the City of Imperial to seek proposals for a Park, Landscape and Tree Maintenance Contract. The City received two qualified responses, however, one response requires further clarification. We are requesting Council's consideration in the approval of an extension of the current contract with Executive Landscape Services, LLC. on a month-to-month basis for services rendered until such time that the RFP process has been completed.

FISCAL IMPACT: Not to Exceed Monthly Charges of \$22,800.00
Source of Funding: CFD's & LLD's

ADMIN SERV
INITIALS

VB

STAFF RECOMMENDATION: It is staff's recommendation to approve the extension of said contract until clarification can be obtained on the proposal.

DEPT. INITIALS

AB

MANAGER'S RECOMMENDATION: Approve, agrees with Staff's recommendation.

CITY
MANAGER's
INITIALS

DM

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

APPROVED ()
DISAPPROVED ()

REJECTED ()
DEFERRED ()

REFERRED TO:

Agenda Item No. F 4

DATE SUBMITTED 09/30/20
SUBMITTED BY PARKS
DATE ACTION REQUIRED 10/07/20

COUNCIL ACTION (X)
PUBLIC HEARING REQUIRED ()
RESOLUTION ()
ORDINANCE 1ST READING ()
ORDINANCE 2ND READING ()
CITY CLERK'S INITIALS 42

**IMPERIAL CITY COUNCIL
AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: PARKS AND LANDSCAPE MAINTENANCE CONTRACT	
1. APPROVAL TO SEEK PROPOSALS FOR PARKS AND LANDSCAPE MAINTENANCE SERVICES	
DEPARTMENT INVOLVED: PARKS	
BACKGROUND/SUMMARY: On December 4, 2019, City Council granted the second and final extension allowable under the existing contract with Executive Landscape, Inc. The current one year extension will end January 31, 2021. This contract currently covers maintenance for 7 parks and landscaped areas at the cost of 273,600.00 annually funded by Community Facilities District and Landscape District funds. Staff is seeking authorization from council to engage in a competitive proposal process for these services listed above. Please see attached contract	
FISCAL IMPACT: N/A	FINANCE INITIALS <u></u>
STAFF RECOMMENDATION: It is the department's recommendation for City Council to approve staff to seek proposals for professional services.	DEPT. INITIALS <u></u>
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS <u></u>
MOTION: SECONDED: AYES: NAYES: ABSENT:	
APPROVED () DISAPPROVED () REJECTED () DEFERRED () REFERRED TO:	

Park and Landscape Maintenance Contract Scope of Work

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

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

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

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

I. TERM

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

II. SERVICES

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

III. PERFORMANCE

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

IV. AGENCY MANAGEMENT

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

V. PAYMENT

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

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

VII. DEFAULT OF CONSULTANT

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

VIII. OWNERSHIP OF DOCUMENTS

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

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

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

IX. INDEMNIFICATION

A. Indemnity for professional liability

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

B. Indemnity for other than professional liability

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

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

C. Duty to defend

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

X. INSURANCE

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

XI. INDEPENDENT CONSULTANT

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

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

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE

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

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

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

XVI. NOTICES

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

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

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

XVII. ASSIGNMENT

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

XVIII. LICENSES

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

XIX. GOVERNING LAW

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

XX. ENTIRE AGREEMENT

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

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

XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

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

XXII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT

By: 
(Signature)

Ted Earle
(Typed Name)

President
(Title)

City of Imperial
A Municipal Corporation

James Tucker, Mayor

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CONSULTANT

By: _____
(Signature)

(Typed Name)

(Title)

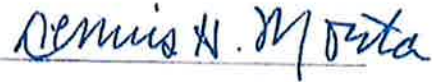
City of Imperial
A Municipal Corporation


James Tucker, Mayor

ATTEST:


Debra Jackson, City Clerk

APPROVED AS TO FORM:
Agency Attorney

By: 

Attachments:	Exhibit A	Tasks To Be Performed
	Exhibit B	Payment Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Proposal
	Exhibit E	Consultant's Proposal

EXHIBIT A

TASKS TO BE PERFORMED

Refer to Exhibit "D" – Request for Proposal

EXHIBIT B

PAYMENT SCHEDULE

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

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Agency's right to revise specifications. The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the AGENCY and CONSULTANT may renegotiate CONSULTANT's compensation.

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

Timely notice of claims. CONSULTANT shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

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

EXHIBIT D
REQUEST FOR PROPOSAL

EXHIBIT "D"



Request for Proposal

Park and Landscape Maintenance

December 14, 2016

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

**City of Imperial
420 South Imperial Avenue
Imperial, CA 92251**

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

I. Overview

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

II. Background

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

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

III. Scope of Work

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

Work Areas

1. Sky Ranch

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

2. Springfield

- (a) 6 Pocket parks and common area

3. Victoria Ranch

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

4. Paseo Del Sol

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

5. Savanna Ranch

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

6. Monterrey Park

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

7. Sunset Park

- (a) Landscaping along Fence line

8. Wildflower North

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

Scope of Responsibility

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

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

6. **Emergency Numbers.** The Contractor shall be readily available by telephone during normal work hours. In addition, the Contractor shall provide the City of Imperial with a list of emergency telephone numbers to be contacted after normal working hours, on weekends, and holidays.
7. **Licenses and Insurance Requirements.** Contractor must have C-27 Landscape license, QAL applicator license, County of Imperial Pesticide License, CLT Certified Landscape Technician, City Business License. Workers Compensation, General Liability, and Commercial Vehicle insurance.
8. **Wage Rates.** The California Director of Industrial Relations has determined the general prevailing rate of wages for each craft, classification, or type of worker needed to execute the work. It shall be mandatory for the Contractor and any subcontractor under him to pay not less than the said specified rates to laborers and workmen employed by them in the execution of the Contract. Copies of the prevailing rate of per diem wages may be obtained from the Department of Industrial Relations, P.O. Box 420603, San Francisco, CA 94142-0603, Attn: Chief, Division of Labor Statistics and Research or at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.
9. **Exclusions.** The following items are excluded from the Scope of Work and Services:
 - a. Landscape enhancements.
 - b. Water and electrical to be supplied by City of Imperial.
 - c. Plant replacement that are currently missing.
 - d. Plant replacement due to harsh weather conditions.
 - e. Disposal of trash receptacles in common areas, basins, and parks.
 - f. Removal of graffiti, maintenance of site furnishings and play equipment.
 - g. Removal and cutting of trees due to wind damage. Separate proposal will be submitted. Immediate service will be offered for emergency situations.
 - h. Main line breaks over 1 ½ due to water hammer or poor installation will be proposed at an additional cost.

IV. Instructions to Proposers

Proposal responses must adhere to the requirements outlined in this section. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the City's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is

essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing material, etc. will not be considered in the evaluation.

The following forms (included at the back of this Request for Proposal) shall be filled out, signed by the appropriate representative of the company and returned with submittal.

1. Proposer's Information Form
2. Bid Worksheet
3. Experience Statement
4. Proposer's Signature Form
5. Additional Data: Proposals may include any other information the Consultant deems essential to the evaluation of the qualifications and proposal statements. This section will be limited to five (5) pages.

v. Proposal Submittal

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

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

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

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

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

Proposals received after the due date and time will be returned unopened. Faxed proposals will not be accepted. Hand carried proposal will be accepted before the response due date during normal business hours.

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

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

Park and Landscape Maintenance

VI. Review and Selection Procedure

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

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

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

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

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

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

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

Proposer's Information Form (Required Form)

PROPOSER (please print):

Name: _____

Address: _____

Telephone: _____

Fax: _____

Contact Person Name: _____

Telephone: _____ Email: _____

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

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

Date of Incorporation: _____

In what state? _____

When authorized to do business in California? _____

☐ Other (explain): _____

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

Park and Landscape Maintenance

BID WORK SHEET (Required Form)

Park and Landscape Maintenance Services

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

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

Contractor's Name _____

1. Sky Ranch

\$ _____

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

2) Springfield

\$ _____

- (a) 6 Pocket parks and common area

3) Victoria Ranch

\$ _____

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

Contractor's Name _____

4) Paseo del Sol

\$ _____

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

5) Savanna Ranch

\$ _____

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

6) Monterrey Park

\$ _____

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

7) Sunset Park

\$ _____

- (a) Landscaping along Fence line

8) Wildflower North

\$ _____

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

City of Imperial

Proposal Due Date: December 22, 2016

Award of Contract: January 4, 2017

Park and Landscape Maintenance

EXPERIENCE STATEMENT (Required Form)

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

WORK HISTORY

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

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

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

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

Park and Landscape Maintenance

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

Park and Landscape Maintenance

PROPOSER'S SIGNATURE (Required Form)

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

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

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

Printed Name

Signature

Title of Signator

Contractor's License Number

License Expiration Date

EXHIBIT E

CONSULTANT'S PROPOSAL

EXHIBIT "E"



Request for Proposal

Park and Landscape Maintenance

December 14, 2016

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

**City of Imperial
420 South Imperial Avenue
Imperial, CA 92251**

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

I. Overview

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

II. Background

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

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

III. Scope of Work

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

Work Areas

1. Sky Ranch

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

2. Springfield

- (a) 6 Pocket parks and common area

3. Victoria Ranch

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

4. Paseo Del Sol

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

5. Savanna Ranch

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

6. Monterrey Park

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

7. Sunset Park

- (a) Landscaping along Fence line

8. Wildflower North

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

Scope of Responsibility

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

BID WORK SHEET (Required Form)

Park and Landscape Maintenance Services

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

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

Contractor's Name

EXECUTIVE LANDSCAPE, INC.

1. Sky Ranch

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

\$ 7050.00 / MO
84600 = annual

2) Springfield

- (a) 6 Pocket parks and common area

\$ 2925.00 / MO
35100 = annual

3) Victoria Ranch

- (a) Victoria Ranch Park (including pedestrian access area)
- (b) Cross Road Greenbelt from Aten Rd. to Kadin Canal
- (c) Aten Road Greenbelt from Cross Road to Legakes Avenue
- (d) Bernard Greenbelt 1 from Cross Rd. to Cedro
- (e) De Pauli Greenbelt from Cross Rd. to Cedro

\$ 2925.00 / MO
31500 = annual

City of Imperial

Proposal Due Date: December 22, 2016

Award of Contract: January 4, 2017

Park and Landscape Maintenance

Contractor's Name

EXECUTIVE LANDSCAPE, INC.

4) Paseo del Sol

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

\$ 3550.00/mo
42600[≈] annual

5) Savanna Ranch

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

\$ 3600.00/mo
43200[≈] annual

6) Monterrey Park

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

\$ 1800.00/mo
21600[≈] annual

7) Sunset Park

- (a) Landscaping along Fence line

\$ 350.00/mo
4200[≈] annual

8) Wildflower North

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

\$ 500.00/mo
6000[≈] annual

Monthly Total 22700[≈]
Annual Total 272400[≈]

City of Imperial

Proposal Due Date: December 22, 2016

Award of Contract: January 4, 2017

Park and Landscape Maintenance

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

6. **Emergency Numbers.** The Contractor shall be readily available by telephone during normal work hours. In addition, the Contractor shall provide the City of Imperial with a list of emergency telephone numbers to be contacted after normal working hours, on weekends, and holidays.
7. **Licenses and Insurance Requirements.** Contractor must have C-27 Landscape license, QAL applicator license, County of Imperial Pesticide License, CLT Certified Landscape Technician, City Business License, Workers Compensation, General Liability, and Commercial Vehicle Insurance.
8. **Wage Rates.** The California Director of Industrial Relations has determined the general prevailing rate of wages for each craft, classification, or type of worker needed to execute the work. It shall be mandatory for the Contractor and any subcontractor under him to pay not less than the said specified rates to laborers and workmen employed by them in the execution of the Contract. Copies of the prevailing rate of per diem wages may be obtained from the Department of Industrial Relations, P.O. Box 420603, San Francisco, CA 94142-0603, Attn: Chief, Division of Labor Statistics and Research or at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.
9. **Exclusions.** The following items are excluded from the Scope of Work and Services:
 - a. Landscape enhancements.
 - b. Water and electrical to be supplied by City of Imperial.
 - c. Plant replacement that are currently missing.
 - d. Plant replacement due to harsh weather conditions.
 - e. Disposal of trash receptacles in common areas, basins, and parks.
 - f. Removal of graffiti, maintenance of site furnishings and play equipment.
 - g. Removal and cutting of trees due to wind damage. Separate proposal will be submitted. Immediate service will be offered for emergency situations.
 - h. Main line breaks over 1 ½ due to water hammer or poor installation will be proposed at an additional cost.

IV. Instructions to Proposers

Proposal responses must adhere to the requirements outlined in this section. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the City's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is

essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing material, etc. will not be considered in the evaluation.

The following forms (included at the back of this Request for Proposal) shall be filled out, signed by the appropriate representative of the company and returned with submittal.

1. Proposer's Information Form
2. Bid Worksheet
3. Experience Statement
4. Proposer's Signature Form
5. Additional Data: Proposals may include any other information the Consultant deems essential to the evaluation of the qualifications and proposal statements. This section will be limited to five (5) pages.

v. Proposal Submittal

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

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

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

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

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

Proposals received after the due date and time will be returned unopened. Faxed proposals will not be accepted. Hand carried proposal will be accepted before the response due date during normal business hours.

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

VI. Review and Selection Procedure

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

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

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

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

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

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

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

Proposer's Information Form (Required Form)

PROPOSER (please print):

Name: EXECUTIVE LANDSCAPE

Address: P.O. BOX 1075

FAIRBROOK CA 92077

Telephone: (760) 731 9036

Fax: (760) 731-9038

Contact Person Name: TED EARLE

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

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

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

Date of Incorporation: 1994

In what state? CALIFORNIA

When authorized to do business in California? 1994

☐ Other (explain):

City of Imperial

Proposal Due Date: December 22, 2016

Award of Contract: January 4, 2017

Park and Landscape Maintenance

EXPERIENCE STATEMENT (Required Form)

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

WORK HISTORY

message @ 11:48am.

Project Location:	CITY OF OCEANSIDE CALIFORNIA (CA) VARIOUS LOCATIONS
Date of Service:	2008- PRESENT
Scope of Service:	WE SERVICE 11 DIFFERENT LOCATIONS WHICH INCLUDE SPECTSCAPE PLANTING AND TURF AND ADJACENT SLOPES CONNECTED TO THESE AREAS
Project Owner Name:	CITY OF OCEANSIDE
Contact Name, Telephone and Email:	ROSA JONES 760 435 5176 RAJONES@CIOCANSIDE.CA.US

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

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

message @ 11:54am.

Project Location:	City of Oceanside California - Parks Various Locations (16)
Date of Service:	2011 to present
Scope of Service:	We take care of 16 different parks which include both Fescue and Bermuda Turf. Smallest park is a single soccer field to the largest is an 8 soccer field complex
Project Owner Name:	City of Oceanside California
Contact Name, Telephone and Email:	Joel Menard (760) 881-0063 JMENARD@CI.Oceanside.CA.US

PROPOSER'S SIGNATURE (Required Form)

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

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

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

TEDEARIE

Printed Name

TEARIE

Signature

President

Title of Signator

680784

Contractor's License Number

11/30/2017

License Expiration Date



CERTIFICATE OF LIABILITY INSURANCE

DATE: MM/DD/YYYY
06/12/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Ann Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

CONTACT NAME:
PHONE: (866) 781-7127 FAX: (800) 461-0105
E-MAIL ADDRESS:

INSURED
Executive Landscape, Inc.
P.O. Box 1075
Fallbrook CA 92028 USA

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: United Specialty Insurance Company	12537
INSURER B: Wesco Insurance Company	25011
INSURER C: American Fire & Casualty Co	24066
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 570067514917

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSUR LTR	TYPE OF INSURANCE	ADDL INFO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXPI (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ Occurrence ☐ GEN AGGREGATE LIMIT APPLICABLE ☐ POLICY ☒ PROTECT ☐ JECT ☐ OTHER		ATNSF1700751	06/30/2017	06/30/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPREHENSIVE \$1,000,000 \$50,000 \$5,000 \$1,000,000 \$2,000,000 \$2,000,000
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIREN AUTOS ONLY ☒ Comp (Inc 3783) ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY ☒ Coll. Dam. \$1000		BAA (18) 58053348	07/23/2017	06/30/2018	COMBINED SINGLE LIMIT (Per accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) EACH OCCURRENCE AGGREGATE \$1,000,000
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DEF ☐ RETENTION					EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N ☐ Y N/A	WWC3289491	06/30/2017	06/30/2018	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EMPLOYEE E.L. DISEASE-POLICY LIMIT \$1,000,000 \$1,000,000 \$1,000,000

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

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

CERTIFICATE HOLDER

City of Imperial
Attn: Debra Jackson
420 South Imperial Avenue
Imperial CA 92251 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ann Risk Insurance Services West Inc.

Holder Identifier : F

Certificate No : 570067514917

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

THIS FIRST AMENDMENT is made and entered into this 10 day of September 2017, by and between the City of Imperial, California, a municipal corporation, ("Agency") and Executive Landscape, Inc. ("Consultant").

WITNESSETH:

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

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

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

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

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

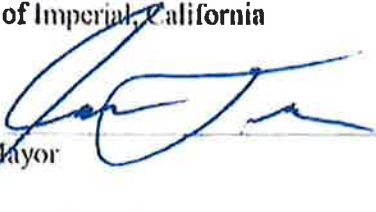
IN WITNESS WHEREOF, the parties have caused this agreement to be signed and executed to be effective on the date first above written.

AGENCY:

City of Imperial, California

By

Mayor

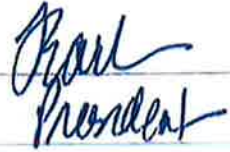


CONSULTANT:

Executive Landscape, Inc.

By

Title


President

ATTEST:

By

Debra Jackson, City Clerk



EXECUTIVE LANDSCAPE INC.
QUOTE - Park and Landscape Maintenance Services

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

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

Hi Keith,

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

- * 900⁰⁰ Eager Park – 10th & G Streets – 2.07 Acres
- * 900⁰⁰ Sunset Park – Park & 3 Softball Fields in Retention Basin – Sunset & Rodeo – 5.25 Acres
- * 400⁰⁰ Evans Park – Park with 1 Baseball Field – 5th & M Streets – 1.25 Acres
- * 600⁰⁰ Freddie White Park – Park with 1 Baseball Field – 4th & F Streets – 2.07 Acres
- * 900⁰⁰ Joshua Park – Park with 1 Baseball Field – Joshua Tree & Morning Glory – 11.5 Acres
- * 800⁰⁰ Joshua Retention Basin – Retention Basis used for Soccer – Joshua Tree & Morning Glory 
- * 600⁰⁰ CA Irving Sports Complex – 2 Baseball Fields – 10th & D Streets – 2.07 Acres
- * 500⁰⁰ Downtown – Imperial Avenue (7th thru 10th Streets)
- * 600⁰⁰ City Hall – 420 South Imperial Avenue
- * 300⁰⁰ City Public Library – 200 W. 9th Street

* 6500⁰⁰ NO. TOTAL.

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

PRICE ~~INC.~~ ONE OVERSEED IN WINTER MONTHS.

DATE SUBMITTED 7/8/2020
 SUBMITTED BY City Manager's Office
 DATE ACTION REQUIRED 7/15/2020

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS 8

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: Amendment to Executive Landscape, Inc. Agreement
 1. Authorize the removal of Eager, Freddie White, Joshua Tree, Imperial Transit Park, CA Irving, Evans, and Sunset Parks from Scope of Services;

DEPARTMENT INVOLVED: Parks

BACKGROUND/SUMMARY:

As per Council Action on July 7, 2020, the City of Imperial has filed a notice of termination for that portion of the contract that references general fund parks. Moving forward, maintenance and landscaping for general fund parks will be handled by the City Parks Department.

FISCAL IMPACT: Savings of \$84,000.00 to the general fund

ADMIN SERV
INITIALS

10

STAFF RECOMMENDATION: It is staff's recommendation to amend the existing contract with Executive Landscape, Inc. and authorize the removal of general fund parks from their scope of services.

DEPT. INITIALS

AB

MANAGER'S RECOMMENDATION: City Manager recommends the authorization of the removal of general fund parks.

CITY
MANAGER'S
INITIALS

am

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

DATE SUBMITTED November 22, 2019
 SUBMITTED BY Ember Haller
 DATE ACTION REQUIRED December 4, 2019

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: **DISCUSSION/ACTION: EXECUTIVE LANDSCAPE, INC. PROFESSIONAL SERVICE AGREEMENT**
 1.) EXTEND PARK AND LANDSCAPE MAINTENANCE AGREEMENT WITH EXECUTIVE LANDSCAPE, INC. FOR THE TERM OF ONE YEAR

DEPARTMENT INVOLVED: COMMUNITY SERVICES

BACKGROUND/SUMMARY:

Executive Landscape, Inc. entered a two-year professional service agreement for park and landscape maintenance on January 4, 2017. The agreement provides for the possibility of two one year extensions provided the extension is on the same terms and conditions. An additional one-year extension was approved by City Council on February 6, 2019 extending the agreement through January 31, 2020.

The scope of work includes park and landscape maintenance service for fourteen park and landscape areas. Executive Landscape, Inc. agrees to extend its agreement on the same terms and conditions for one year extending the agreement through January 31, 2021.

Please see attached agreement for more information.

FISCAL IMPACT:

The annual cost of \$333,300 is budgeted for the 2019-20 fiscal year. The fourteen park and landscape areas are funded by the Lighting and Landscape District, Community Facilities District (\$273,600) and the General Fund (\$59,700).

FINANCE
INITIALS EB

STAFF RECOMMENDATION: It is the department's recommendation that the City Council approves the extension of the park and landscape maintenance agreement with Executive Landscape, Inc. for one year extending the agreement through January 31, 2021.

DEPT. INITIALS EB

MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS EB

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

Park and Landscape Maintenance Contract Scope of Work

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

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

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

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

I. TERM

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

II. SERVICES

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

III. PERFORMANCE

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

IV. AGENCY MANAGEMENT

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

V. PAYMENT

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

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

VII. DEFAULT OF CONSULTANT

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

VIII. OWNERSHIP OF DOCUMENTS

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

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

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

IX. INDEMNIFICATION

A. Indemnity for professional liability

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

B. Indemnity for other than professional liability

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

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

C. Duty to defend

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

X. INSURANCE

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

XI. INDEPENDENT CONSULTANT

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

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

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE

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

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

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

XVI. NOTICES

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

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

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

XVII. ASSIGNMENT

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

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

XXII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT

By: 
(Signature)

Ted Earle
(Typed Name)

President
(Title)

City of Imperial
A Municipal Corporation

James Tucker, Mayor

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.

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XXII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT

By: _____
(Signature)

(Typed Name)

(Title)

City of Imperial
A Municipal Corporation


James Tucker, Mayor

ATTEST:


Debra Jackson, City Clerk

APPROVED AS TO FORM:
Agency Attorney

By: Dennis H. Morita

Attachments:	Exhibit A	Tasks To Be Performed
	Exhibit B	Payment Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Proposal
	Exhibit E	Consultant's Proposal

EXHIBIT A

TASKS TO BE PERFORMED

Refer to Exhibit "D" – Request for Proposal

EXHIBIT B

PAYMENT SCHEDULE

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

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Agency's right to revise specifications. The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the AGENCY and CONSULTANT may renegotiate CONSULTANT's compensation.

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

Timely notice of claims. CONSULTANT shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

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

EXHIBIT D
REQUEST FOR PROPOSAL

EXHIBIT "D"



Request for Proposal

Park and Landscape Maintenance

December 14, 2016

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

City of Imperial
420 South Imperial Avenue
Imperial, CA 92251

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

I. Overview

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

II. Background

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

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

III. Scope of Work

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

Work Areas

1. Sky Ranch

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

2. Springfield

- (a) 6 Pocket parks and common area

3. Victoria Ranch

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

4. Paseo Del Sol

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

5. Savanna Ranch

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

6. Monterrey Park

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

7. Sunset Park

- (a) Landscaping along Fence line

8. Wildflower North

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

Scope of Responsibility

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

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

6. **Emergency Numbers.** The Contractor shall be readily available by telephone during normal work hours. In addition, the Contractor shall provide the City of Imperial with a list of emergency telephone numbers to be contacted after normal working hours, on weekends, and holidays.
7. **Licenses and Insurance Requirements.** Contractor must have C-27 Landscape license, QAL applicator license, County of Imperial Pesticide License, CLT Certified Landscape Technician, City Business License. Workers Compensation, General Liability, and Commercial Vehicle insurance.
8. **Wage Rates.** The California Director of Industrial Relations has determined the general prevailing rate of wages for each craft, classification, or type of worker needed to execute the work. It shall be mandatory for the Contractor and any subcontractor under him to pay not less than the said specified rates to laborers and workmen employed by them in the execution of the Contract. Copies of the prevailing rate of per diem wages may be obtained from the Department of Industrial Relations, P.O. Box 420603, San Francisco, CA 94142-0603, Attn: Chief, Division of Labor Statistics and Research or at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.
9. **Exclusions.** The following items are excluded from the Scope of Work and Services:
 - a. Landscape enhancements.
 - b. Water and electrical to be supplied by City of Imperial.
 - c. Plant replacement that are currently missing.
 - d. Plant replacement due to harsh weather conditions.
 - e. Disposal of trash receptacles in common areas, basins, and parks.
 - f. Removal of graffiti, maintenance of site furnishings and play equipment.
 - g. Removal and cutting of trees due to wind damage. Separate proposal will be submitted. Immediate service will be offered for emergency situations.
 - h. Main line breaks over 1 ½ due to water hammer or poor installation will be proposed at an additional cost.

IV. Instructions to Proposers

Proposal responses must adhere to the requirements outlined in this section. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the City's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is

essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing material, etc. will not be considered in the evaluation.

The following forms (included at the back of this Request for Proposal) shall be filled out, signed by the appropriate representative of the company and returned with submittal.

1. Proposer's Information Form
2. Bid Worksheet
3. Experience Statement
4. Proposer's Signature Form
5. Additional Data: Proposals may include any other information the Consultant deems essential to the evaluation of the qualifications and proposal statements. This section will be limited to five (5) pages.

v. Proposal Submittal

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

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

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

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

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

Proposals received after the due date and time will be returned unopened. Faxed proposals will not be accepted. Hand carried proposal will be accepted before the response due date during normal business hours.

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

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

Park and Landscape Maintenance

VI. Review and Selection Procedure

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

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

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

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

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

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

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

Proposer's Information Form (Required Form)

PROPOSER (please print):

Name: _____

Address: _____

Telephone: _____

Fax: _____

Contact Person Name: _____

Telephone: _____ Email: _____

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

☐ Individual

☐ Joint Venture

☐ Partnership

☐ Corporation

Date of Incorporation: _____

In what state? _____

When authorized to do business in California? _____

☐ Other (explain):

City of Imperial

Proposal Due Date: December 22, 2016

Award of Contract: January 4, 2017

Park and Landscape Maintenance

BID WORK SHEET (Required Form)

Park and Landscape Maintenance Services

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

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

Contractor's Name _____

1. Sky Ranch

\$ _____

- (a) Sky Ranch Park (West Boley Field Drive)
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2) Springfield

\$ _____

- (a) 6 Pocket parks and common area

3) Victoria Ranch

\$ _____

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

Contractor's Name _____

- 4) Paseo del Sol** \$ _____
- (a) Paseo Del Sol park and retention basin
 - (b) Aten Road Greenbelt from Clark Road ("P" Street) to east of Puerto Vallarta Avenue
 - (c) Clark Road ("P" Street) Greenbelt from Aten Road to Rosarito Drive
- 5) Savanna Ranch** \$ _____
- (a) Savanna Park
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- 6) Monterrey Park** \$ _____
- (a) Horizon Park
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 - (d) Monterrey Park Lane Greenbelt (including median and sidewalk areas)
 - (e) Brewer Road Greenbelt (south side only)
- 7) Sunset Park** \$ _____
- (a) Landscaping along Fence line
- 8) Wildflower North** \$ _____
- (a) West side of La Brucherie Road, south side of Aten Road
 - (b) Tree line area north side of retention basin

EXPERIENCE STATEMENT (Required Form)

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

WORK HISTORY

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

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

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

Park and Landscape Maintenance

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

Park and Landscape Maintenance

PROPOSER'S SIGNATURE (Required Form)

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

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

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

Printed Name

Signature

Title of Signator

Contractor's License Number

License Expiration Date

EXHIBIT E
CONSULTANT'S PROPOSAL

EXHIBIT "E"



Request for Proposal

Park and Landscape Maintenance

December 14, 2016

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

**City of Imperial
420 South Imperial Avenue
Imperial, CA 92251**

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

I. Overview

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- (a) 6 Pocket parks and common area

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 - c. Planter areas are to be maintained free of weeds, debris, and raked 2x per month or as needed.
 - d. Irrigation to be maintained in proper watering conditions at all times. Irrigation lines and bubbler heads are to be maintained and replaced by the Contractor as needed. Programming of irrigation controllers per seasonal watering schedules. Backflows to be checked and maintained in proper condition.
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Park and Landscape Maintenance Services

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Contractor's Name EXECUTIVE LANDSCAPE, INC.

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

\$ 7050.00 / MO
84600 = annual

2) Springfield

- (a) 6 Pocket parks and common area

\$ 2925.00 / MO
35100 = annual

3) Victoria Ranch

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

\$ 2925.00 / MO
31500 = annual

Contractor's Name

EXECUTIVE LANDSCAPE, INC.

4) Paseo del Sol

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

\$ 3550.00/mo
42600.00 annual

5) Savanna Ranch

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

\$ 3600.00/mo
43200.00 annual

6) Monterrey Park

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

\$ 1800.00/mo
21600.00 annual

7) Sunset Park

- (a) Landscaping along Fence line

\$ 350.00/mo
4200.00 annual

8) Wildflower North

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

\$ 500.00/mo
6000.00 annual

Monthly Total 22700.00
Annual Total 272400.00

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

6. **Emergency Numbers.** The Contractor shall be readily available by telephone during normal work hours. In addition, the Contractor shall provide the City of Imperial with a list of emergency telephone numbers to be contacted after normal working hours, on weekends, and holidays.
7. **Licenses and Insurance Requirements.** Contractor must have C-27 Landscape license, QAL applicator license, County of Imperial Pesticide License, CLT Certified Landscape Technician, City Business License. Workers Compensation, General Liability, and Commercial Vehicle insurance.
8. **Wage Rates.** The California Director of Industrial Relations has determined the general prevailing rate of wages for each craft, classification, or type of worker needed to execute the work. It shall be mandatory for the Contractor and any subcontractor under him to pay not less than the said specified rates to laborers and workmen employed by them in the execution of the Contract. Copies of the prevailing rate of per diem wages may be obtained from the Department of Industrial Relations, P.O. Box 420603, San Francisco, CA 94142-0603, Attn: Chief, Division of Labor Statistics and Research or at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.
9. **Exclusions.** The following items are excluded from the Scope of Work and Services:
 - a. Landscape enhancements.
 - b. Water and electrical to be supplied by City of Imperial.
 - c. Plant replacement that are currently missing.
 - d. Plant replacement due to harsh weather conditions.
 - e. Disposal of trash receptacles in common areas, basins, and parks.
 - f. Removal of graffiti, maintenance of site furnishings and play equipment.
 - g. Removal and cutting of trees due to wind damage. Separate proposal will be submitted. Immediate service will be offered for emergency situations.
 - h. Main line breaks over 1 ½ due to water hammer or poor installation will be proposed at an additional cost.

IV. Instructions to Proposers

Proposal responses must adhere to the requirements outlined in this section. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the City's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is

essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing material, etc. will not be considered in the evaluation.

The following forms (included at the back of this Request for Proposal) shall be filled out, signed by the appropriate representative of the company and returned with submittal.

1. Proposer's Information Form
2. Bid Worksheet
3. Experience Statement
4. Proposer's Signature Form
5. Additional Data: Proposals may include any other information the Consultant deems essential to the evaluation of the qualifications and proposal statements. This section will be limited to five (5) pages.

v. Proposal Submittal

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

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

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

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

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

Proposals received after the due date and time will be returned unopened. Faxed proposals will not be accepted. Hand carried proposal will be accepted before the response due date during normal business hours.

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

VI. Review and Selection Procedure

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

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

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

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

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

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

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

Proposer's Information Form (Required Form)

PROPOSER (please print):

Name: EXECUTIVE LANDSCAPE

Address: P.O. BOX 1075

FAIRBROOK CA 92077

Telephone: (760) 731 9036

Fax: (760) 731-9038

Contact Person Name: TED EARLE

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

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

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

Date of Incorporation: 1994

In what state? CALIFORNIA

When authorized to do business in California? 1994

☐ Other (explain):

City of Imperial

Proposal Due Date: December 22, 2016

Award of Contract: January 4, 2017

Park and Landscape Maintenance

EXPERIENCE STATEMENT (Required Form)

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

WORK HISTORY

message @ 11:48am

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

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

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

message @ 11:54 am.

Project Location:	CITY OF Oceanside California - Parks VARIOUS LOCATIONS (16)
Date of Service:	2011 to present
Scope of Service:	We take care of 16 different parks which include both Rescue and Bermuda Turf. Smallest park is a single soccer field to the largest is an 8 soccer field complex
Project Owner Name:	City of Oceanside California
Contact Name, Telephone and Email:	Joel Menard (760) 881-0063 JMENARD@CI.Oceanside.CA.US

PROPOSER'S SIGNATURE (Required Form)

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

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

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

TEDEARIE

Printed Name

TEARIE

Signature

President

Title of Signator

680784

Contractor's License Number

11/30/2018

License Expiration Date



CERTIFICATE OF LIABILITY INSURANCE

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

CONTACT
NAME:
PHONE (INC. No. Ext.): (866) 783-7122 FAX (INC. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURED
Executive Landscape, Inc.
P.O. Box 1075
Fallbrook CA 92028 USA

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: United Specialty Insurance Company	12537
INSURER B: Wesco Insurance Company	25011
INSURER C: American Fire & Casualty Co	24066
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 570067514917

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSURER	TYPE OF INSURANCE	ADDL INSD	SUMR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER			ATNSF1760751	06/30/2017	06/30/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ Hired AUTOS ONLY ☒ Corp. Ded. \$1000 ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY ☒ Coll. Ded. \$1000			BAA (18) 58053348	07/23/2017	06/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WWC3289491	06/30/2017	06/30/2018	☒ PER STATUTE E.L. EACH ACCIDENT \$1,000,000 F.L. DISEASE-EA EMPLOYEE \$1,000,000 F.L. DISEASE-POLICY LIMIT \$1,000,000

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

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

CERTIFICATE HOLDER

City of Imperial
Attn: Debra Jackson
420 South Imperial Avenue
Imperial CA 92251 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West Inc

Holder Identifier : F

Certificate No : 570067514917

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

THIS FIRST AMENDMENT is made and entered into this 10 day of September, 2017, by and between the City of Imperial, California, a municipal corporation, ("Agency") and Executive Landscape, Inc. ("Consultant").

WITNESSETH:

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

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

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

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

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

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

AGENCY:

City of Imperial, California

By _____

Mayor

CONSULTANT:

Executive Landscape, Inc.

By _____

Title _____

ATTEST:

By _____

Debra Jackson, City Clerk

EXECUTIVE LANDSCAPE INC.
QUOTE - Park and Landscape Maintenance Services

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

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

Hi Keith,

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

- * 900⁰⁰ Eager Park – 10th & G Streets – 2.07 Acres
- * 900⁰⁰ Sunset Park – Park & 3 Softball Fields in Retention Basin – Sunset & Rodeo – 5.25 Acres
- * 400⁰⁰ Evans Park – Park with 1 Baseball Field – 5th & M Streets – 1.25 Acres
- * 600⁰⁰ Freddie White Park – Park with 1 Baseball Field – 4th & F Streets – 2.07 Acres
- * 900⁰⁰ Joshua Park – Park with 1 Baseball Field – Joshua Tree & Morning Glory – 11.5 Acres
- * 800⁰⁰ Joshua Retention Basin – Retention Basis used for Soccer – Joshua Tree & Morning Glory 
- * 600⁰⁰ CA Irving Sports Complex – 2 Baseball Fields – 10th & D Streets – 2.07 Acres
- * 500⁰⁰ Downtown – Imperial Avenue (7th thru 10th Streets)
- * 600⁰⁰ City Hall – 420 South Imperial Aveue
- * 300⁰⁰ City Public Library – 200 W. 9th Street

* 6500⁰⁰ NO. TOTAL.

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

PRICE INC. ARE OVERSEEN IN WINTER MONTHS.

DATE SUBMITTED January 14, 2021

SUBMITTED BY L. Gutierrez

DATE ACTION REQUIRED January 20, 2021

BOARD ACTION (x)

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS ()

SUCCESSOR AGENCY BOARD AGENDA ITEM

SUBJECT: **DISCUSSION/ACTION: REVIEW AND APPROVE THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) FOR FISCAL YEAR 21/22.**

Review and approve the ROPS for the period of July 1, 2021 through June 30, 2022 for submittal to the DOF (Department of Finance).

DEPARTMENT INVOLVED: Administrative Services Department

BACKGROUND/SUMMARY:

On January 13, 2021 the County Oversight Board approved the attached ROPS schedule for the period of July 1, 2021 through June 30, 2022. The report is due to the Department of Finance by February 1, 2021. The schedule is required to list all of a redevelopment agency's monetary obligations that are "enforceable" within the meaning of the Dissolution Act and must include, for each obligation:

- a. The project name associated with the obligation;
- b. The payee;
- c. A short description of the nature of the work, product, service, facility or other items of value for which payment is to be made;
- d. The amount of payment obligated to be made, by month; and
- e. The funding source for the obligation.

The Successor Agency may only pay the obligations listed on the ROPS.

FISCAL IMPACT: ROPS Schedule is attached.

F.O. INITIALS JS

STAFF RECOMMENDATION:

Approval of the attached ROPS 21-22.

MANAGER'S RECOMMENDATION:

approve

MANAGER'S INITIALS JS

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()
DISAPPROVED ()

REJECTED ()
DEFERRED ()

REFERRED TO:

Imperial

ROPS 2021-22 Annual

Requested Funding for Obligations		21-22A Total	21-22B Total	ROPS Total
A	Obligations Funded as Follows (B+C+D)	85,000	300,000	385,000
B	Bond Proceeds	85,000	300,000	385,000
C	Reserve Balance	0	0	0
D	Other Funds	0	0	0
E	Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	1,275,045	419,661	1,694,706
F	RPTTF	1,150,045	294,661	1,444,706
G	Administrative RPTTF	125,000	125,000	250,000
H	Current Period Obligations (A+E)	1,360,045	719,661	2,079,706

Imperial

ROPS 2021-22 Annual

Export to Excel

Item #	Obligation Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Total Outstanding Obligation	Total Requested Funding	Notes
3	Successor Agency Admin Fee	Admin Costs	09/17/2013	06/30/2015	City of Imperial Successor Agency	Per Section 34171 (b)	250,000	250,000	
6	North Imperial Avenue Senior Apartments	Bond Funded Project - Pre-2011	03/27/2013	12/31/2015	EAH Housing Corporation	Bonds issued to fund projects Low Moderate Funds	385,000	385,000	
30	2016 Series (A) Refunding Bonds	Bonds Issued On or Before 12/31/10	05/25/2016	12/01/2036	Wells Fargo Bank, N.A.	Refunding of Bonds	4,980,200	425,300	
31	2016 Series (B) Refunding Bonds	Bonds Issued On or Before 12/31/10	05/25/2016	12/01/2037	Wells Fargo Bank, N.A.	Refunding of Bonds	12,791,094	1,003,006	
32	2016 Series (A) Refunding Bonds	Fees	05/25/2016	12/01/2036	Wells Fargo Bank, N.A.	Bond Trustee Fees	4,500	4,500	
33	2016 Series (B) Refunding Bonds	Fees	05/25/2016	12/01/2037	Wells Fargo Bank, N.A.	Bond Trustee Fees	4,500	4,500	
34	2016 Series (A) Refunding Bonds	Fees	05/25/2016	12/01/2036	Urban Futures, Inc	Bond Continuing Disclosure Annual Report	3,700	3,700	
35	2016 Series (B) Refunding Bonds	Fees	05/25/2016	12/01/2037	Urban Futures, Inc	Bond Continuing Disclosure Annual Report	3,700	3,700	
37	6th Street Apartments	Bond Funded Project - Housing	07/01/2017	06/30/2018	City of Imperial Successor Agency	Improvements/renovation to property			
39	Property Appraisal(s)	Miscellaneous	01/04/2021	06/30/2021	Appraisal Company	To update the Property Value Schedule for Insurance Carrier			

RESOLUTION NO. OB 2021-01

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO CITY OF IMPERIAL REDEVELOPMENT AGENCY ADOPTING LAST AND FINAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE

WHEREAS, the Oversight Board of the Successor Agency to City of Imperial Redevelopment Agency ("Oversight Board" as applicable) has been established to direct the Successor Agency to take certain actions to wind down the affairs of the Redevelopment Agency in accordance with the California Health and Safety Code; and

WHEREAS, the City of Imperial Redevelopment Agency ("Agency") was engaged in activities to execute and implement the Project Area No. 1 Redevelopment Plan and the Project Area No. 2 Redevelopment Plan (collectively, the "Redevelopment Plans") pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code § 33000 et seq.) ("CCRL") and

WHEREAS, as part of the 2011-12 State budget bill, the California Legislature enacted and the Governor signed, companion bill ABX1 26 requiring that each redevelopment agency be dissolved; and

WHEREAS, an action challenging the constitutionality of ABX1 26 and ABX1 27 was filed in the California Supreme Court by the California Redevelopment Association, the League of California Cities, and two individual cities; and

WHEREAS, on December 29, 2011, the Court upheld ABX1 26; and

WHEREAS, Health and Safety Code Section 34177 requires successor agencies to prepare and adopt on an annual basis, a "Recognized Obligation Payment Schedule" ("ROPS") that lists all obligations of the former redevelopment agency that are enforceable within the meaning of subdivision (d) of Section 34171; and

WHEREAS, on January 20, 2021, the City Council of the City of Imperial acting as the Successor Agency to the City of Imperial Redevelopment Agency will approve the Last and Final Recognized Obligation Payment Schedule.

NOW, THEREFORE, BE IT RESOLVED, by the Oversight Board of Successor Agency to the City of Imperial Redevelopment Agency, does hereby resolve as follows:

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. Adoption of a Recognized Obligation Payment Schedule. In order to enable the City of Imperial Successor Agency to strictly comply with ABX1 26, and based on the Recitals set forth above, the Oversight Board hereby adopts the Schedule

attached hereto as Exhibit "A" as the Last and Final Recognized Obligation Payment Schedule. Pursuant to Health & Safety Code Section 34173(e), the Successor Agency's liability, including, but not limited to, its liability for the obligations on the attached schedule is limited to the total sum of property tax revenues it received pursuant to Part 1.85 of ABX1 26.

Section 3. Implementation. The Oversight Board hereby establishes the Last and Final Recognized Obligation Payment Schedule, pursuant to Health & Safety Code Section 34180(g).

Section 4. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Oversight Board hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

Section 5. The Oversight Board Secretary shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED at the meeting of the Oversight Board of the Successor Agency to City of Imperial Redevelopment Agency held this 13th day of January 2021.

Chairperson,
Oversight Board of the Successor Agency to City of
Imperial Redevelopment Agency

ATTEST:

Blanca Acosta
Oversight Board Secretary