

NOTICE OF ADJOURNMENT

**DUE TO THE LACK OF A
QUORUM
THE CITY COUNCIL MEETING
SCHEDULED FOR
MARCH 6, 2019 AT 6:30 P.M.
HAS BEEN ADJOURNED
TO
WEDNESDAY, MARCH 20, 2019
AT 7:00 P.M.**



Debra Jackson, City Clerk

AGENDA

**CITY COUNCIL
CITY OF IMPERIAL
200 WEST 9TH STREET
IMPERIAL, CA 92251-1637
MARCH 6, 2019
CLOSED SESSION 6:30 PM
OPEN SESSION 7:00 PM**

The Imperial City Council meetings, including public comments, are being live streamed 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 6:30 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 – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9
1 potential case

A-2. SUBJECT: CONFERENCE WITH LABOR NEGOTIATORS (GC 54957.6)

Agency Negotiator: City Manager
Employee Organization: Teamsters Local #542

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

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 minutes for the regular Council meeting of December 19, 2018 and January 2, 2019.

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

**E-1. SUBJECT: DISCUSSION/ACTION: FACILITY USE AGREEMENT FOR
IMPERIAL VALLEY CHALLENGER LITTLE LEAGUE.**

1. APPROVE THE FACILITY USE AGREEMENT FOR THE IMPERIAL VALLEY CHALLENGER LITTLE LEAGUE.

**E-2. SUBJECT: DISCUSSION/ACTION: FACILITY USE AGREEMENT FOR
IMPERIAL VALLEY UNITED SOCCER ASSOCIATION**

1. APPROVE THE FACILITY USE AGREEMENT FOR THE IMPERIAL VALLEY UNITED SOCCER ASSOCIATION

**E-3. SUBJECT: DISCUSSION/ACTION: BUSINESS CONSULTING AGREEMENT
BETWEEN CITY OF IMPERIAL AND DEVELOPMENT
MANAGEMENT GROUP, INC.**

1. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF IMPERIAL AND DEVELOPMENT MANAGEMENT GROUP, INC. FOR ECONOMIC DEVELOPMENT CONSULTING FOR A TWO YEAR TERM IN THE AMOUNT OF \$96,000.00

**E-4. SUBJECT: DISCUSSION/ACTION: IMPERIAL FIRST SOUTHERN BAPTIST
CHURCH ANNUAL EASTER EGG HUNT.**

1. APPROVAL OF FIRST SOUTHERN BAPTIST CHURCH TO HOST ITS ANNUAL EASTER EGG HUNT AT EAGER PARK ON APRIL 6, 2019 FROM 9:30 A.M. TO 1:30 P.M.

**E-5. SUBJECT: DISCUSSION/ACTION: RDO EQUIPMENT COMPANY DRIVE
GREEN EVENT**

1. APPROVAL OF RDO EQUIPMENT COMPANY TO HOST ITS DRIVE GREEN EVENT AT EAGER PARK ON APRIL 13, 2019 FROM 7:00 A.M. TO 12:00 P.M.

E-6. SUBJECT: DISCUSSION/ACTION: STATE OF CALIFORNIA STATEWIDE PARK PROGRAM GRANT.

1. ADOPTION OF RESOLUTION NO. 2019-05, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS.

E-7. SUBJECT: DISCUSSION/ACTION: SAVANNA RANCH RETENTION BASIN FENCE.

1. APPROVAL OF TYPE OF FENCING MATERIAL TO BE USED FOR REPLACEMENT OF 6 FOOT TALL WOODEN FENCE ALONG EAST SIDE PERIMETER OF SAVANNA RANCH RETENTION BASIN.

E-8. SUBJECT: DISCUSSION/ACTION: SKY RANCH BLOCK WALL REPAIRS.

1. ACCEPT PROJECT AS COMPLETED BY PYRAMID CONSTRUCTION AND AGGREGATES, INC. AND AUTHORIZE THE FILING OF THE NOTICE OF COMPLETION.

E-9. SUBJECT: DISCUSSION/ACTION: LTA MEASURE D SALES TAX FUND AUDIT

1. ACCEPT FOR FILING THE LTA MEASURE D SALES TAX FUND AUDIT FOR THE FISCAL YEAR ENDING JUNE 30, 2018.

E-10. SUBJECT: DISCUSSION/ACTION: MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TEAMSTERS LOCAL UNION #542 AND CITY OF IMPERIAL FOR THE TERM OF 2018-2020.

1. APPROVAL OF RESOLUTION NO. 2019-06, APPROVING AMENDMENTS TO THE MOU TO INCLUDE ARTICLE 5, SECTION 9 "EDUCATION PAY" AND ARTICLE 5, SECTION 10 "BILINGUAL PAY" AS PART OF THE MEMORANDUM OF UNDERSTANDING BETWEEN TEAMSTERS UNION LOCAL #542 AND THE CITY OF IMPERIAL

E-11. SUBJECT: DISCUSSION/ACTION: CITY OF IMPERIAL VOLUNTEER PROGRAM.

1. APPROVAL OF VOLUNTEER PROGRAM POLICY AND HANDBOOK.
2. ADOPTION OF RESOLUTION NO. 2019-07, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, PROVIDING WORKERS' COMPENSATION COVERAGE FOR CERTAIN CITY VOLUNTEERS PURSUANT TO THE PROVISIONS OF SECTION 3363.5 OF THE LABOR CODE.

E-12. SUBJECT: DISCUSSION/ACTION: RATIFICATION OF CONSIDERATION TO BE PAID FOR ACQUISITION OF RIGHT OF WAY FOR INSTALLATION OF WATER AND SEWER FACILITIES.

- 1. RATIFY PRIOR STAFF ACTION RELATING TO CONSIDERATION TO BE PAID FOR ACQUISITION OF RIGHT OF WAY.**

F. REPORTS:

F-1. SUBJECT: MAYOR AND COUNCIL MEMBER REPORTS.

F-2. SUBJECT: DEPARTMENT HEAD AND STAFF REPORTS

F-3. SUBJECT: CITY MANAGER REPORT.

ADJOURN CITY COUNCIL MEETING UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, MARCH 20, 2019 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: 03/01/2019

Time: 11:18 am

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							
86052	02/20/2019	Printed		001	ATS LABS, INC.		6,300.00
86053	02/20/2019	Printed		6497	ABRAHAM FLORES		68.64
86054	02/20/2019	Printed		1642	ACME SAFETY & SUPPLY CORP		114.51
86055	02/20/2019	Printed		1021	AGGREGATE PRODUCTS, INC.		2,470.78
86056	02/20/2019	Printed		1021	AGGREGATE PRODUCTS, INC.		1,783.74
86057	02/20/2019	Printed		023	AIRWAVE COMMUNICATIONS		364.05
86058	02/20/2019	Printed		4626	ALBERTO HERNANDEZ		363.00
86059	02/20/2019	Printed		6504	ALFREDO PADILLA		30.00
86060	02/20/2019	Printed		6181	ALLIANT CONSULTING, INC		1,727.50
86061	02/20/2019	Printed		6500	ALMA ROSALES		40.28
86062	02/20/2019	Printed		1406	ALVARO MADRID CONCRETE CONST.		3,600.00
86063	02/20/2019	Printed		5956	AMAZON CAPITAL SERVICES		718.46
86064	02/20/2019	Printed		6306	AMERICAN FIDELITY ASSURANCE		4,340.32
86065	02/20/2019	Printed		6507	ANGELICA MARTINEZ		128.98
86066	02/20/2019	Printed		3912	ANITA OLIVOS		91.19
86067	02/20/2019	Printed		933	ANTHEM BLUE CROSS		30,110.19
86068	02/20/2019	Printed		656	AQUA METRIC		3,851.90
86069	02/20/2019	Printed		2081	ARAMARK UNIFORM SERVICE		609.73
86070	02/20/2019	Printed		1009	ARCTIC AIR		310.00
86071	02/20/2019	Printed		2745	ASHURST TOWING		343.75
86072	02/20/2019	Printed		1066	AT&T		1,782.72
86073	02/20/2019	Printed		1851	AT&T LONG DISTANCE		118.95
86074	02/20/2019	Printed		5994	AUTOZONE INC.		38.77
86075	02/20/2019	Printed		6069	BAKER DISTRIBUTING COMPANYLLC		293.82
86076	02/20/2019	Printed		6370	BIG STATE INDUSTRIAL SUPPLY		1,758.49
86077	02/20/2019	Printed		674	BRENNTAG		2,107.72
86078	02/20/2019	Printed		455	CALIFORNIA STATE DISBURSEMENT		664.61
86079	02/20/2019	Printed		3669	CANON		1,165.64
86080	02/20/2019	Printed		6512	CARLOS GUZMAN		81.84
86081	02/20/2019	Printed		6510	CHAD NELSON		102.12
86082	02/20/2019	Printed		397	CHIEF SUPPLY CORPORATION		589.40
86083	02/20/2019	Printed		3029	CLAIREMONT EQUIPMENT		683.57
86084	02/20/2019	Printed		6222	CODE EXXPERTS, LLC		562.50
86085	02/20/2019	Printed		514	CORE & MAIN LP		3,651.36
86086	02/20/2019	Printed		3135	COUNTY OF SAN DIEGO, RCS		1,539.00
86087	02/20/2019	Printed		3403	DANIELS TIRE CORPORATE ADMIN		245.79
86088	02/20/2019	Printed		5397	DEFOREST TECH SOLUTIONS		185.00
86089	02/20/2019	Printed		1623	DENNIS H. MORITAAPC		8,281.25
86090	02/20/2019	Printed		207	EL CENTRO MOTORS		335.02
86091	02/20/2019	Printed		1123	EMPIRE SOUTHWEST		1,526.81
86092	02/20/2019	Printed		6250	ENVIRONMENTAL WATER SOLUTIONS,		740.98
86093	02/20/2019	Printed		2058	FASTENAL COMPANY		471.85
86094	02/20/2019	Printed		019	FERGUSON ENTERPRISES, INC.		199.40
86095	02/20/2019	Printed		5134	FORENSIC DRUG TESTING SERVICES		49.00
86096	02/20/2019	Printed		314	FRANCHISE TAX BOARD		131.00
86097	02/20/2019	Printed		5323	GABRIEL VILLAGOMEZ		31.40
86098	02/20/2019	Printed		6509	GRACIELA JUAREZ		52.81
86099	02/20/2019	Printed		6501	HEBAALNSER		28.94
86100	02/20/2019	Printed		1190	ICMARC		1,697.52
86101	02/20/2019	Printed		4271	IMPERIAL COUNTY HUMANE SOCIETY		940.00
86102	02/20/2019	Printed		028	IMPERIAL IRRIGATION DISTRICT		8,525.19

Check Register Report

Date: 03/01/2019

Time: 11:18 am

Page: 2

CITY OF IMPERIAL

BANK : UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
86103	02/20/2019	Printed		4264	IMPERIAL IRRIGATION DISTRICT		8,184.00
8 104	02/20/2019	Printed		102	IMPERIAL POLICE OFFICERS ASSN.		700.00
86105	02/20/2019	Printed		221	IMPERIAL PRINTERS		622.44
86107	02/20/2019	Printed		122	IMPERIAL STORES		643.38
86108	02/20/2019	Printed		3187	IMPERIAL TRUSS & LUMBER CO.		415.97
86109	02/20/2019	Printed		2099	IMPERIAL VALLEY OCCUPATIONAL M		115.00
86110	02/20/2019	Printed		350	IMPERIAL VALLEY PAINT CENTER		379.40
86111	02/20/2019	Printed		1555	IMPERIAL VALLEY PRESS		801.35
86112	02/20/2019	Printed		5033	INFO SEND INC.		2,646.61
86113	02/20/2019	Printed		320	INTERNAL REVENUE SERVICE		250.00
86114	02/20/2019	Printed		1587	JADE SECURITY SYSTEMS, INC.		59.99
86115	02/20/2019	Printed		6046	JNE POLYGRAPH		325.00
86116	02/20/2019	Printed		3563	JOE CORONEL		321.77
86117	02/20/2019	Printed		5367	JORDAN CENTRAL		49.06
86118	02/20/2019	Printed		6508	JOSIAH FAVILA		131.84
86119	02/20/2019	Printed		868	K-C WELDING & RENTALS, INC.		35.37
86120	02/20/2019	Printed		035	KISCO SALES, INC.		151.27
86121	02/20/2019	Printed		1647	LA BRUCHERIE IRRIGATION SUPPLY		543.54
86122	02/20/2019	Printed		1996	LEE TIRE CO.		521.39
86123	02/20/2019	Printed		101	LINCOLN LIFE		1,925.81
86124	02/20/2019	Printed		6502	MARVIN LARA		94.50
86125	02/20/2019	Printed		6108	MARYBEL ALVAREZ		109.58
86126	02/20/2019	Printed		2689	MAX SHEFFIELD		363.00
86129	02/20/2019	Printed		3998	NAPA		1,469.29
86130	02/20/2019	Printed		2510	NTU TECHNOLOGIES, INC.		4,582.00
86131	02/20/2019	Printed		4481	O'REILLY		1,351.56
86132	02/20/2019	Printed		219	PADRE USA		379.03
86134	02/20/2019	Printed		615	PESTMASTER SERVICES		1,297.00
86135	02/20/2019	Printed		1776	PRECISION ELECTRIC CO. INC.		1,072.34
86136	02/20/2019	Printed		2782	PRINCIPAL-SBD GRAND ISLAND		4,204.89
86137	02/20/2019	Printed		133	RAIN FOR RENT		81.31
86138	02/20/2019	Printed		1281	RESIDENCE INN BY MARRIOTT		2,641.40
86139	02/20/2019	Printed		694	REXEL OF AMERICA, LLC		611.12
86140	02/20/2019	Printed		6505	RICK'S ROADRUNNER		80.76
86141	02/20/2019	Printed		2564	ROGERS & ROGERS CHRYSLER JEEP		344.78
86142	02/20/2019	Printed		1637	ROMEO'S CAR WASH		99.00
86143	02/20/2019	Printed		6511	ROXANA REAL		36.07
86144	02/20/2019	Printed		3526	RSD		11.79
86145	02/20/2019	Printed		2983	RUSH STEEL SUPPLY		27.60
86146	02/20/2019	Printed		1239	SHERWIN-WILLIAMS		17.14
86147	02/20/2019	Printed		1367	SHRED-IT		54.99
86148	02/20/2019	Printed		2365	SPARKLETTS		380.69
86149	02/20/2019	Printed		091	STAPLES CREDIT PLAN		675.65
86150	02/20/2019	Printed		6416	SUN DATA SUPPLY		290.43
86151	02/20/2019	Printed		104	TEAMSTERS, LOCAL 542		1,537.00
86152	02/20/2019	Printed		1425	THE RENAILT-THOMAS CORPORATION		863.07
86153	02/20/2019	Printed		957	THE SOCO GROUP, INC		2,588.23
86154	02/20/2019	Printed		6078	TIMOTHY WRIGHT		166.86
86155	02/20/2019	Printed		5774	TOTAL INDUSTRIES INC.		5,849.82
86156	02/20/2019	Printed		275	UNDERGROUND SERVICE ALERT OF		90.93
86157	02/20/2019	Printed		944	UNITED WAY OF IMPERIAL COUNTY		7.00
86158	02/20/2019	Printed		611	VERIZON WIRELESS		598.25
86159	02/20/2019	Printed		5639	WAGeworks, INC		50.00

Check Register Report

Date: 03/01/2019

Time: 11:18 am

CITY OF IMPERIAL

BANK: UNION BANK

Page: 3

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
86160	02/20/2019	Printed		141	WAL-MART COMMUNITY		31.74
86161	02/20/2019	Printed		1715	WAXIE SANITARY SUPPLY		214.71
86162	02/20/2019	Printed		1568	WEBB AND ASSOCIATES		74,296.75
86163	02/20/2019	Printed		1827	WILKINSON REAL ESTATE		140.00
86164	02/20/2019	Printed		6506	WILLIE BOWDEN		81.90
86165	02/20/2019	Printed		355	WYMORE, INC.		97.10
86251	02/26/2019	Printed		4207	ALEXIS CHALUPNIK		186.65
86252	02/26/2019	Printed		195	ALLIED WASTE		104,662.77
86253	02/26/2019	Printed		5287	ANDREA STIFF-RIOS		160.75
86254	02/26/2019	Printed		412	DEVELOPMENT DESIGN &		6,240.00
86255	02/26/2019	Printed		4197	EAH, INC.		86,263.59
86256	02/26/2019	Printed		120	IMPERIAL COUNTY FIRE DEPT.		62,062.95
86258	02/26/2019	Printed		172	PYRAMID CONSTRUCTION		512,532.36
86259	02/26/2019	Printed		3262	SIMNSAHEALTH PLAN		9,322.31
86260	02/26/2019	Printed		024	THE HOLT GROUP, INC.		410.34
86261	02/26/2019	Printed		6260	TUSCANY NINE, INC.		238,963.99
86262	02/26/2019	Printed		4572	VEXER ENGINEERING		250.00
86263	02/26/2019	Printed		1132	WELLS FARGO BANK MN, N.A.		530,235.76
86264	02/28/2019	Printed		1701	ABEL HEREDIA		16.95
86265	02/28/2019	Printed		735	ACADEMI AWARDS & TROPHIES		570.48
86266	02/28/2019	Printed		6525	ADELE HOLLOWAY		98.25
86267	02/28/2019	Printed		5201	AIRMEDCARE NETWORK		26.00
86268	02/28/2019	Printed		023	AIRWAVE COMMUNICATIONS		45.00
86269	02/28/2019	Printed		4207	ALEXIS CHALUPNIK		600.90
86270	02/28/2019	Printed		6520	ALYSSA BRIZUELA		109.52
86271	02/28/2019	Printed		6366	AMANDA VAN LEEUWEN		221.56
86272	02/28/2019	Printed		5956	AMAZON CAPITAL SERVICES		96.42
86273	02/28/2019	Printed		4716	ANDY LOPEZ		3,510.50
86274	02/28/2019	Printed		2081	ARAMARK UNIFORM SERVICE		2,731.95
86275	02/28/2019	Printed		6516	AURORA DELEON		1,212.60
86276	02/28/2019	Printed		6519	AUSTIN WAHLE		37.02
86277	02/28/2019	Printed		5994	AUTOZONE INC.		32.31
86278	02/28/2019	Printed		2662	AXIS METAL DESIGN, INC.		500.00
86279	02/28/2019	Printed		6513	BRANDON ADAMS		1,889.20
86280	02/28/2019	Printed		6518	BRYNN MENDOZA		406.70
86281	02/28/2019	Printed		455	CALIFORNIA STATE DISBURSEMENT		664.61
86282	02/28/2019	Printed		5649	CARLOS SOTO		305.20
86283	02/28/2019	Printed		4695	CARMEN FIERRO-GONZALEZ		17.03
86284	02/28/2019	Printed		132	COSTCO WHOLESALE		129.86
86285	02/28/2019	Printed		569	DESERT VETERINARY GROUP		222.00
86286	02/28/2019	Printed		2815	DEVELOPMENT MANAGEMENT GROUP		4,000.00
86287	02/28/2019	Printed		3386	DON EUHUS		83.47
86288	02/28/2019	Printed		4203	DUDLEYS		263.00
86289	02/28/2019	Printed		2752	DUFLOCK & ASSOCIATES		6.71
86290	02/28/2019	Printed		226	EL CENTRO REGIONAL		39.00
86291	02/28/2019	Printed		4215	ERIK SMITH		1,360.60
86292	02/28/2019	Printed		314	FRANCHISE TAX BOARD		131.00
86293	02/28/2019	Printed		6522	GRISelda ALVAREZ		129.74
86294	02/28/2019	Printed		1190	ICMARC		1,772.52
86295	02/28/2019	Printed		3205	IMPERIAL COUNTY SHERIFFS DEPT.		88.00
86296	02/28/2019	Printed		028	IMPERIAL IRRIGATION DISTRICT		1,234.57
86297	02/28/2019	Printed		102	IMPERIAL POLICE OFFICERS ASSN.		700.00
86298	02/28/2019	Printed		122	IMPERIAL STORES		2.87
86299	02/28/2019	Printed		3187	IMPERIAL TRUSS & LUMBER CO.		5.38
86300	02/28/2019	Printed		6472	INGRAM LIBRARY SERVICES		64.39

Check Register Report

Date: 03/01/2019

Time: 11:18 am

Page: 4

CITYOFIMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
86301	02/28/2019	Printed		320	INTERNAL REVENUE SERVICE		250.00
86302	02/28/2019	Printed		6517	JAVIER ORNELAS JR		1,301.40
86303	02/28/2019	Printed		6144	JESSE COLLETT		515.90
86304	02/28/2019	Printed		6526	JESUS REYES		99.86
86305	02/28/2019	Printed		6524	JHOANA CAMACHO		144.34
86306	02/28/2019	Printed		2245	JULIAN PIE COMPANY		1,620.60
86307	02/28/2019	Printed		3245	JUPITER VENTURES I, LP		336,490.88
86308	02/28/2019	Printed		4161	LAS CHABELAS RESTAURANT		692.30
86309	02/28/2019	Printed		101	LINCOLN LIFE		1,925.81
86310	02/28/2019	Printed		6521	MAJID MANI, LLC		344.76
86311	02/28/2019	Printed		660	MARK GADDIS		184.65
86312	02/28/2019	Printed		6515	MICHAEL KITTEN		340.20
86313	02/28/2019	Printed		3998	NAPA		507.52
86314	02/28/2019	Printed		5683	NICHOLAS BARRICK		1,754.80
86315	02/28/2019	Printed		4481	O'REILLY		800.97
86316	02/28/2019	Printed		084	PITNEY BOWES PURCHASE POWER		400.00
86317	02/28/2019	Printed		3308	PREMIER PRODUCE CO.		766.80
86318	02/28/2019	Printed		3897	QT SANITATION		885.00
86319	02/28/2019	Printed		6150	REPUBLIC SERVICES, INC.		1,255.90
86320	02/28/2019	Printed		2564	ROGERS & ROGERS CHRYSLER JEEP		118.31
86321	02/28/2019	Printed		3163	SAFETY ORANGE		1,280.00
86322	02/28/2019	Printed		6514	SANDRA ZEPEDA		1,961.10
86323	02/28/2019	Printed		1297	SHRM		189.00
86324	02/28/2019	Printed		4569	SIERRA MATERIAL TESTING		12,485.00
86325	02/28/2019	Printed		6523	THE LARA FAMILY TRUST		111.07
86326	02/28/2019	Printed		2008	UNITED PARCEL SERVICE		32.53
86327	02/28/2019	Printed		944	UNITED WAY OF IMPERIAL COUNTY		6.00

Total Checks: 186

Checks Total (excluding void checks):

2,162,743.44

Total Payments: 186

Bank Total (excluding void checks):

2,162,743.44

Total Payments: 186

Grand Total (excluding void checks):

2,162,743.44

DATE SUBMITTED 02/27/19
 SUBMITTED BY Community Services
Department - E. Haller
 DATE ACTION REQUIRED 03/06/19

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:

FACILITY USE AGREEMENT FOR IMPERIAL VALLEY CHALLENGER LITTLE LEAGUE

DEPARTMENT INVOLVED: COMMUNITY SERVICES DEPARTMENT

BACKGROUND/SUMMARY:

Imperial Valley Challenger Little League is an adaptive baseball program for individuals with physical and intellectual challenges. The Little League Challenger Division accommodates players ages 4 to 18; or up to age 22 if still enrolled in school. The 2019 season will run through June 1, 2019. The I. V. Challenger Little League 2019 roster serves 25 players who reside throughout the Imperial County. To serve the public interest and to provide a Challenger Little League season in accordance with the terms of its charter, a facility use agreement is recommended in order to provide the league the right to use the City's baseball facility.

Please see attached Facility Use Agreement.

FISCAL IMPACT:

There is no significant fiscal impact.

FINANCE
INITIALS



STAFF RECOMMENDATION:

It is recommended to approve the Facility Use Agreement for I. V. Challenger Little League for its 2019 Baseball Season.

DEPT. INITIALS



MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS



MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

CITY OF IMPERIAL

FACILITY USE AGREEMENT FOR IMPERIAL VALLEY CHALLENGER LITTLE LEAGUE

THIS AGREEMENT, made and entered into this 6th day of March, 2019, by and between the City of Imperial, a municipal corporation duly organized and existing under the laws of the State of California (hereinafter referred to as "AGENCY" and Imperial Valley Challenger Little League, (hereinafter referred to as "ORGANIZATION").

RECITALS:

- A. It Is the AGENCY's desire to serve the public interest of the community by facilitating a program of organized youth sports; and
- B. ORGANIZATION has been duly chartered for the 2019 Little League season by Little league International. The goal and purpose of the ORGANIZATION is to provide a little league season in accordance with the terms of its charter.
- C. In consideration of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

I. TERM OF AGREEMENT

The AGENCY grants ORGANIZATION the right to use Evans Park (hereinafter "Subject Facility"), for a period of time, commencing March 7, 2019 and terminating June 1, 2019.

II. USE OF FACILITY

The ORGANIZATION shall have the non-exclusive right to use the Subject Facility. ORGANIZATION's right to use the Subject Facility will begin on the above stated date and upon submission of the following to the Agency:

- A. Facility Use Form.
- B. Complete list of names, addresses and telephone numbers of the current Board of Directors or other responsible persons of the ORGANIZATION.
- C. 501(c)(3) designation from the IRS or a nonprofit designation from the California Franchise Tax Board and/or the California Secretary of State.
- D. Master calendar of events.

- E. One copy of the Certificate of Insurance listing the AGENCY as an additional insured and a copy of all applicable endorsements.

The above requested documents must be submitted at least two weeks prior to use. If the documents are not submitted, the AGENCY may withhold use of the Subject Facility.

III. RESPONSIBILITY FOR ACTIVITIES

The ORGANIZATION shall provide the personnel necessary to supervise and conduct the activities as set forth in this Agreement at the Subject Facility, and shall furnish and supply any and all equipment and material, which may be necessary for such activities conducted at the Subject Facility. Athletic Field Lining and Marking - Permanent marking of athletic fields must be done with prior written approval of the AGENCY. Any user failing to comply with established guidelines and notification is subject to invoicing for all damages occurring to fields and termination of this Agreement.

IV. RESPONSIBILITY FOR SAID LEAGUES

- A. ORGANIZATION agrees to observe all rules and regulations as set forth in this Agreement.
- B. Modifications to Park Fields and Facilities - The removal, alteration, painting or addition to any facility or grounds, and construction of any kind to existing structures must be approved by AGENCY. This will include any proposed changes altering design or appearance of the existing landscape of demised premises. No trees, shrubs, or ground covers shall be planted, trimmed or removed without written consent from the AGENCY. Any requests to modify or improve park fields and facilities shall be submitted for approval to the Community Services Department, at least sixty (60) days prior to the date of any proposed changes.
- C. ORGANIZATION agrees to erect no fences or advertising matter of any kind on AGENCY grounds without prior approval by the Community Services Department (or applicable department).
- D. Closure of Fields - Fields may be scheduled for closure and rehabilitation to allow for recovery due to heavy usage. The dates and times of closure to be determined by the Community Services Departments.
- E. There will be no use of AGENCY athletic fields when facilities are unplayable due to rain or other conditions. Any user failing to comply with a decision to postpone use is subject to invoicing for all damages

occurring to the field and termination of this Agreement and the ability to use the Subject Facility.

- F. NO altering of sprinklers without authorization.
- G. Any damages to the Subject Facility or appurtenant AGENCY facilities caused by ORGANIZATION or its use of the Subject Facility, will be the ORGANIZATION's responsibility to replace or repair. In the event ORGANIZATION fails or refuses to replace or repair damage, AGENCY may cause such replacement and/or repair to be undertaken and ORGANIZATION agrees to reimburse AGENCY for the costs incurred to do so.
- H. All locks must be standard agency locks and must not be replaced by any other lock.
- I. All leagues are responsible for cleaning areas used, including daily trash produced by league or ORGANIZATION.
- J. Leagues are responsible for controlling their players and parents while using the Subject Facility.
- K. Any violation of this Agreement by ORGANIZATION and/or any league run by ORGANIZATION using the Subject Facility shall lose their privilege and use of the Subject Facility.

V. LEGAL RESPONSIBILITIES

The ORGANIZATION shall keep itself informed of Agency, State and Federal Laws, ordinances and regulations, which in any manner affect the performance of its activities pursuant to this Agreement. The ORGANIZATION shall at all times observe and comply with all such laws, ordinances and regulations. Neither the AGENCY, nor its officers, volunteers, attorneys, agents or employees shall be liable at law or in equity as a result of the ORGANIZATION's failure to comply with this section.

VI. USE OF PREMISES

- A. The Subject Facility shall be used only for those athletic events as set forth in Paragraph 2 above. ORGANIZATION shall not permit the Subject Facility or any part thereof to be used for:
 - 1. The conduct of any offensive, noisy or dangerous activity.
 - 2. The creation or maintenance of a public nuisance.
 - 3. Anything which fails to comply with public regulations or rules of any public authority at any time, applicable to the Subject Facility.

4. Any purpose or in any manner which will obstruct, interfere with or infringe upon the rights of the residents of adjoining properties.

VII. EXCLUSIVE RIGHT

This Agreement does not give the ORGANIZATION any right to the exclusive use of the Subject Facility, restrooms, or any other public facility. ORGANIZATION agrees that the rights herein granted shall not be assigned to or transferable to any persons, teams, or leagues.

VIII. MAINTENANCE

- B. ORGANIZATION shall be responsible for all damages or injury to property or equipment caused by the ORGANIZATION, its agents, employees, volunteers, participants and/or any other individual at the Subject Facility during ORGANIZATION's use of the Subject Facility.
- C. All maintenance such as field preparation, lining of the fields; marking of the fields, and set up of temporary equipment will be performed by ORGANIZATION.
- D. ORGANIZATION is responsible for the facility being free of trash and/or debris caused by group usage upon conclusion of each day's use.
- E. ORGANIZATION is required to report any damage to persons or property or acts of vandalism to the AGENCY immediately.

IX. INSPECTION

- F. ORGANIZATION shall inspect the Subject Facility prior to each use by ORGANIZATION to ensure that it is free from any defects and/or hazards that may pose a danger to participants, spectators and/or any other person who is at the Subject Facility as part of the ORGANIZATION's use of the Subject Facility. ORGANIZATION shall immediately notify AGENCY of any defect or hazard identified so that the AGENCY has sufficient time to warn of the defect or hazard and/or remediate the defect or hazard prior to ORGANIZATION's use of the Subject Facility. ORGANIZATION agrees that should it fail to conduct any such inspection and/or fail to timely notify AGENCY of any defect or hazard identified, ORGANIZATION shall be solely responsible for any damage or injury, whether to persons or property, arising from the defect or hazard.
- B. AGENCY shall have the right to enter the Subject Facility utilized

hereunder as needed. However, AGENCY's exercise of the right to enter shall not create any duty on the party of the AGENCY to inspect the Subject Facility for defects or hazards under Section A herein.

X. IMPROVEMENTS

The removal, alteration, or addition to any facility or grounds and construction of any kind to existing structures must be approved and performed by the AGENCY. This shall include any proposed changes that would alter the design or appearance of the existing landscape of the Subject Facility. No trees, shrub, or ground covers shall be planted, trimmed or removed without written consent from the AGENCY.

Furthermore, all requests for removal, alternation, or addition to any facility or grounds or for construction and painting of any kind to existing structures must be submitted to the AGENCY for consideration and review at least sixty (60) days prior to the date any proposed change(s) is needed.

Assistance by the ORGANIZATION, its agents, employees, or its participants with any such removal, alteration, addition, painting or construction shall be solely at the discretion and with prior written consent of the AGENCY.

Nothing in this section shall be interpreted as prohibiting the normal maintenance of the facility by the ORGANIZATION as specified in section

XI. TITLE TO IMPROVEMENTS

All alterations and additions to the Subject Facility or surrounding grounds and all construction of any kind to existing structures of the Subject Facility shall become the property of the AGENCY. Nothing contained in this paragraph shall authorize the ORGANIZATION to make or place any alterations, changes or improvements on the Subject Facility without the prior written consent of the AGENCY.

XII. SIGNS

Except as specifically set forth herein, no signs shall be erected on the Subject Facility unless written approval is obtained from the AGENCY. Such a request for approval shall be directed to the Community Services Director. Sponsor recognition signs may be installed at locations approved by AGENCY. All signs shall be removed upon termination of the 2019 little league season.

XIII. TERMINATION OF THIS AGREEMENT

ORGANIZATION or AGENCY may, at any time, terminate this Agreement by serving on the other party such written termination at least fifteen (15) days In advance of the effective date of such termination.

XIV. NOTICE

A. All notices respecting this Agreement shall be served by certified mail, postage prepaid, addressed as follows:

B. To AGENCY: City of Imperial
420 S. Imperial Ave.
Imperial, CA 92251
Attention: Community Services Director

C. To ORGANIZATION: Imperial Little League
580 Sunflower Way, Imperial, CA 92251
Attention: I.V. Challenger Little League
President

Notice shall be deemed to have been served seventy-two (72) hours after the same has been deposited in the United States Postal Service.

XV. ATTORNEYS FEES

Should any litigation or other legal action be commenced between the parties hereto to interpret or enforce the provisions of this Agreement, in addition to any other relief to which the party may be entitled in law or equity, the prevailing party in such litigation or legal action shall be entitled to recover costs of suit and reasonable attorney's fees.

XVI. GOVERNING LAW

This Agreement will be governed by and constructed in accordance with the laws of the State of California.

XVII. ASSIGNMENT

Neither this Agreement nor any duties, rights or obligations under this Agreement may be assigned by ORGANIZATION, either voluntarily or by operation of law without the express written consent of the AGENCY.

XVIII. INSURANCE

ORGANIZATION shall maintain insurance in conformance with the requirements set forth in Exhibit A. ORGANIZATION will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, ORGANIZATION agrees to amend, supplement or endorse the existing coverage to do so.

ORGANIZATION acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to ORGANIZATION in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

XIV. INDEMNIFICATION

ORGANIZATION shall indemnify, defend, and hold harmless AGENCY, its Board or City Council, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, claims, allegations, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, economic loss, death, personal injury, property damage, loss of use, or property loss. The ORGANIZATION's obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of ORGANIZATION, its officers, employees, agents, participants, representative or vendors. It is further agreed, ORGANIZATION's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent active or passive negligence on the part of AGENCY, its Board or City Council, or its officers, agents employees, and volunteers except for liability resulting from the sole negligence or willful misconduct of AGENCY, its officers, employees or agents relating to ORGANIZATION's use of the Subject Facility under this Agreement. 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, ORGANIZATION shall have an immediate duty to defend the AGENCY at ORGANIZATION'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.

XX. INDEPENDENT CONTRACTOR

Volunteer administrators, volunteer coaches, parents, contractors, employees and/or officers and directors of the ORGANIZATION shall not be deemed to be employees or agents of the AGENCY as a result of the performance of this Agreement.

XXI. ENTIRE AGREEMENT OF THE PARTIES

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the use of the Subject Facility by ORGANIZATION and contains all of the covenants and conditions between the parties with respect to the use of the Subject Facility. Each party to this

Agreement acknowledges that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement has been made by the parties. Modification of this Agreement can only be made in writing, signed by both parties to this Agreement.

ORGANIZATION: Imperial Little League

By: _____
Tony Ojeda, President

AGENCY: City of Imperial
A Municipal Corporation

Mayor

ATTEST:

Debra Jackson, City Clerk

APPROVED AS TO FORM:

Agency Attorney

By: _____
Dennis H. Morita, APC
City Attorney

EXHIBIT A

INSURANCE REQUIREMENTS

ORGANIZATION shall provide the following types and amounts of insurance:

General liability insurance. Organization 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. Organization 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 Vendor 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.

Umbrella or excess liability insurance. [Optional depending on limits required]. Organization shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

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

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

Organization 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. Organization 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 event. 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. Organization 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 event hereunder by Organization, his agents, representatives, employees or volunteers.

Primary/noncontributing. Coverage provided by Organization 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 Organization. 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 VII (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 Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Organization hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its sub-organizations.

Enforcement of contract provisions (non estoppel). Organization acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Organization 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 Organization maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Organization. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

Notice of cancellation. Organization 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, 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 (Organization's/sub-organization'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. Organization 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 Organization, provide the same minimum insurance coverage and endorsements required of Organization. Organization 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. Organization 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 Organization ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Organization, the Agency and Organization may renegotiate Organization'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. Organization shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Organization's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

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

Agenda Item No. E-2

DATE SUBMITTED 02/27/19
 SUBMITTED BY Community Services
Department
 DATE ACTION REQUIRED 03/06/19

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:
 FACILITY USE AGREEMENT FOR IMPERIAL VALLEY UNITED SOCCER ASSOCIATION

DEPARTMENT INVOLVED: COMMUNITY SERVICES DEPARTMENT

BACKGROUND/SUMMARY:

The Imperial Valley United Soccer Association (IVUSA) is an organized sports program serving youth ages 4 through 14. IVUSA is a member of Cal South which is a Youth and Adult State Soccer Association for Southern California. The 2019 Spring Soccer Season is scheduled to begin March 7th and run through June 15th, 2019. The IVUSA President has reported that 300 of the soccer association's players are City of Imperial residents. To serve the public interest and to assist in providing a Spring soccer season, a facility use agreement is recommended in order to provide the league the right to use the City's retention basin adjacent to Joshua Tree Park. The retention basin has turf and lighting. Due to lighting concerns the lights will be limited for use Monday through Thursday until 8:30 p.m.

Please see attached Facility Use Agreement.

FISCAL IMPACT:

Not to exceed \$5,000.00.

FINANCE
INITIALS



STAFF RECOMMENDATION:

It is recommended to approve the Facility Use Agreement for Imperial Valley United Soccer Association for its 2019 Spring Season.

DEPT. INITIALS



MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS



MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

**CITY OF IMPERIAL
FACILITY USE AGREEMENT FOR
IMPERIAL VALLEY UNITED SOCCER ASSOCIATION**

THIS AGREEMENT, made and entered into this 6th day of March, 2019, by and between the City of Imperial, a municipal corporation duly organized and existing under the laws of the State of California (hereinafter referred to as "AGENCY" and Imperial Valley United Soccer Association , (hereinafter referred to as "ORGANIZATION").

RECITALS:

- A. It Is the AGENCY's desire to serve the public interest of the community by facilitating a program of organized youth sports; and
- B. ORGANIZATION has been duly chartered for the 2019 Cal South Youth Soccer season by California State Soccer Association South. The goal and purpose of the ORGANIZATION is to provide a little league season in accordance with the terms of its charter.
- C. In consideration of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

I. TERM OF AGREEMENT

The AGENCY grants ORGANIZATION the right to use Joshua Tree Retention Basin (hereinafter "Subject Facility"), for a period of time, commencing March 7, 2019 and terminating June 15, 2019.

II. USE OF FACILITY

The ORGANIZATION shall have the non-exclusive right to use the Subject Facility. ORGANIZATION's right to use the Subject Facility will begin on the above stated date and upon submission of the following to the Agency:

- A. Facility Use Form.
- B. Complete list of names, addresses and telephone numbers of the current Board of Directors or other responsible persons of the ORGANIZATION.
- C. 501(c)(3) designation from the IRS or a nonprofit designation from the California Franchise Tax Board and/or the California Secretary of State.
- D. Master calendar of events.

- E. One copy of the Certificate of Insurance listing the AGENCY as an additional insured and a copy of all applicable endorsements.

The above requested documents must be submitted at least two weeks prior to use. If the documents are not submitted, the AGENCY may withhold use of the Subject Facility.

III. RESPONSIBILITY FOR ACTIVITIES

The ORGANIZATION shall provide the personnel necessary to supervise and conduct the activities as set forth in this Agreement at the Subject Facility, and shall furnish and supply any and all equipment and material, which may be necessary for such activities conducted at the Subject Facility. Athletic Field Lining and Marking - Permanent marking of athletic fields must be done with prior written approval of the AGENCY. Any user failing to comply with established guidelines and notification is subject to invoicing for all damages occurring to fields and termination of this Agreement.

IV. RESPONSIBILITY FOR SAID LEAGUES

- A. ORGANIZATION agrees to observe all rules and regulations as set forth in this Agreement.
- B. Modifications to Park Fields and Facilities - The removal, alteration, painting or addition to any facility or grounds, and construction of any kind to existing structures must be approved by AGENCY. This will include any proposed changes altering design or appearance of the existing landscape of demised premises. No trees, shrubs, or ground covers shall be planted, trimmed or removed without written consent from the AGENCY. Any requests to modify or improve park fields and facilities shall be submitted for approval to the Community Services Department, at least sixty (60) days prior to the date of any proposed changes.
- C. ORGANIZATION agrees to erect no fences or advertising matter of any kind on AGENCY grounds without prior approval by the Community Services Department (or applicable department).
- D. Closure of Fields - Fields may be scheduled for closure and rehabilitation to allow for recovery due to heavy usage. The dates and times of closure to be determined by the Community Services Departments.
- E. There will be no use of AGENCY athletic fields when facilities are unplayable due to rain or other conditions. Any user failing to comply with a decision to postpone use is subject to invoicing for all damages occurring to the field and termination of this Agreement and the ability to use the Subject Facility.

- F. NO altering of sprinklers without authorization.
- G. Any damages to the Subject Facility or appurtenant AGENCY facilities caused by ORGANIZATION or its use of the Subject Facility, will be the ORGANIZATION's responsibility to replace or repair. In the event ORGANIZATION fails or refuses to replace or repair damage, AGENCY may cause such replacement and/or repair to be undertaken and ORGANIZATION agrees to reimburse AGENCY for the costs incurred to do so.
- H. All locks must be standard agency locks and must not be replaced by any other lock.
- I. All leagues are responsible for cleaning areas used, including daily trash produced by league or ORGANIZATION.
- J. Leagues are responsible for controlling their players and parents while using the Subject Facility.
- K. Any violation of this Agreement by ORGANIZATION and/or any league run by ORGANIZATION using the Subject Facility shall lose their privilege and use of the Subject Facility.

V. LEGAL RESPONSIBILITIES

The ORGANIZATION shall keep itself informed of Agency, State and Federal Laws, ordinances and regulations, which in any manner affect the performance of its activities pursuant to this Agreement. The ORGANIZATION shall at all times observe and comply with all such laws, ordinances and regulations. Neither the AGENCY, nor its officers, volunteers, attorneys, agents or employees shall be liable at law or in equity as a result of the ORGANIZATION's failure to comply with this section.

VI. USE OF PREMISES

- A. The Subject Facility shall be used only for those athletic events as set forth in Paragraph 2 above. ORGANIZATION shall not permit the Subject Facility or any part thereof to be used for:
 - 1. The conduct of any offensive, noisy or dangerous activity.
 - 2. The creation or maintenance of a public nuisance.
 - 3. Anything which fails to comply with public regulations or rules of any public authority at any time, applicable to the Subject Facility.

4. Any purpose or in any manner which will obstruct, interfere with or infringe upon the rights of the residents of adjoining properties.

VII. EXCLUSIVE RIGHT

This Agreement does not give the ORGANIZATION any right to the exclusive use of the Subject Facility, restrooms, or any other public facility. ORGANIZATION agrees that the rights herein granted shall not be assigned to or transferable to any persons, teams, or leagues.

VIII. MAINTENANCE

- B. ORGANIZATION shall be responsible for all damages or injury to property or equipment caused by the ORGANIZATION, its agents, employees, volunteers, participants and/or any other individual at the Subject Facility during ORGANIZATION's use of the Subject Facility.
- C. All maintenance such as field preparation, lining of the fields; marking of the fields, and set up of temporary equipment will be performed by ORGANIZATION.
- D. ORGANIZATION is responsible for the facility being free of trash and/or debris caused by group usage upon conclusion of each day's use.
- E. ORGANIZATION is required to report any damage to persons or property or acts of vandalism to the AGENCY immediately.

IX. INSPECTION

- F. ORGANIZATION shall inspect the Subject Facility prior to each use by ORGANIZATION to ensure that it is free from any defects and/or hazards that may pose a danger to participants, spectators and/or any other person who is at the Subject Facility as part of the ORGANIZATION's use of the Subject Facility. ORGANIZATION shall immediately notify AGENCY of any defect or hazard identified so that the AGENCY has sufficient time to warn of the defect or hazard and/or remediate the defect or hazard prior to ORGANIZATION's use of the Subject Facility. ORGANIZATION agrees that should it fail to conduct any such inspection and/or fail to timely notify AGENCY of any defect or hazard identified, ORGANIZATION shall be solely responsible for any damage or injury, whether to persons or property, arising from the defect or hazard.
- B. AGENCY shall have the right to enter the Subject Facility utilized

hereunder as needed. However, AGENCY's exercise of the right to enter shall not create any duty on the party of the AGENCY to inspect the Subject Facility for defects or hazards under Section A herein.

X. IMPROVEMENTS

The removal, alteration, or addition to any facility or grounds and construction of any kind to existing structures must be approved and performed by the AGENCY. This shall include any proposed changes that would alter the design or appearance of the existing landscape of the Subject Facility. No trees, shrub, or ground covers shall be planted, trimmed or removed without written consent from the AGENCY.

Furthermore, all requests for removal, alternation, or addition to any facility or grounds or for construction and painting of any kind to existing structures must be submitted to the AGENCY for consideration and review at least sixty (60) days prior to the date any proposed change(s) is needed.

Assistance by the ORGANIZATION, its agents, employees, or its participants with any such removal, alteration, addition, painting or construction shall be solely at the discretion and with prior written consent of the AGENCY.

Nothing in this section shall be interpreted as prohibiting the normal maintenance of the facility by the ORGANIZATION as specified in section

XI. TITLE TO IMPROVEMENTS

All alterations and additions to the Subject Facility or surrounding grounds and all construction of any kind to existing structures of the Subject Facility shall become the property of the AGENCY. Nothing contained in this paragraph shall authorize the ORGANIZATION to make or place any alterations, changes or improvements on the Subject Facility without the prior written consent of the AGENCY.

XII. SIGNS

Except as specifically set forth herein, no signs shall be erected on the Subject Facility unless written approval is obtained from the AGENCY. Such a request for approval shall be directed to the Community Services Director. Sponsor recognition signs may be installed at locations approved by AGENCY. All signs shall be removed upon termination of the 2019 little league season.

XIII. TERMINATION OF THIS AGREEMENT

ORGANIZATION or AGENCY may, at any time, terminate this Agreement by serving on the other party such written termination at least fifteen (15) days In advance of the effective date of such termination.

XIV. NOTICE

A. All notices respecting this Agreement shall be served by certified mail, postage prepaid, addressed as follows:

B. To AGENCY: City of Imperial
420 S. Imperial Ave.
Imperial, CA 92251
Attention: Community Services Director

C. To ORGANIZATION: Imperial Valley United Soccer Association
677 Flying Cloud Drive West
Imperial, CA 92251
Attention: I.V. United Soccer Association
President

Notice shall be deemed to have been served seventy-two (72) hours after the same has been deposited in the United States Postal Service.

XV. ATTORNEYS FEES

Should any litigation or other legal action be commenced between the parties hereto to interpret or enforce the provisions of this Agreement, in addition to any other relief to which the party may be entitled in law or equity, the prevailing party in such litigation or legal action shall be entitled to recover costs of suit and reasonable attorney's fees.

XVI. GOVERNING LAW

This Agreement will be governed by and constructed in accordance with the laws of the State of California.

XVII. ASSIGNMENT

Neither this Agreement nor any duties, rights or obligations under this Agreement may be assigned by ORGANIZATION, either voluntarily or by operation of law without the express written consent of the AGENCY.

XVIII. INSURANCE

ORGANIZATION shall maintain insurance in conformance with the requirements set forth in Exhibit A. ORGANIZATION will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth

herein, ORGANIZATION agrees to amend, supplement or endorse the existing coverage to do so.

ORGANIZATION acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to ORGANIZATION in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

XIV. INDEMNIFICATION

ORGANIZATION shall indemnify, defend, and hold harmless AGENCY, its Board or City Council, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, claims, allegations, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, economic loss, death, personal injury, property damage, loss of use, or property loss. The ORGANIZATION's obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of ORGANIZATION, its officers, employees, agents, participants, representative or vendors. It is further agreed, ORGANIZATION's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent active or passive negligence on the part of AGENCY, its Board or City Council, or its officers, agents employees, and volunteers except for liability resulting from the sole negligence or willful misconduct of AGENCY, its officers, employees or agents relating to ORGANIZATION's use of the Subject Facility under this Agreement. 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, ORGANIZATION shall have an immediate duty to defend the AGENCY at ORGANIZATION'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.

XX. INDEPENDENT CONTRACTOR

Volunteer administrators, volunteer coaches, parents, contractors, employees and/or officers and directors of the ORGANIZATION shall not be deemed to be employees or agents of the AGENCY as a result of the performance of this Agreement.

XXI. ENTIRE AGREEMENT OF THE PARTIES

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the use of the Subject Facility by

ORGANIZATION and contains all of the covenants and conditions between the parties with respect to the use of the Subject Facility. Each party to this Agreement acknowledges that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement has been made by the parties. Modification of this Agreement can only be made in writing, signed by both parties to this Agreement.

ORGANIZATION: Imperial Valley United Soccer Association

By: _____
Aracely Nuñez, President

AGENCY: City of Imperial
A Municipal Corporation

Robert Amparano, Mayor

ATTEST:

Debra Jackson, City Clerk

APPROVED AS TO FORM:

Agency Attorney

By: _____
Dennis H. Morita, APC
City Attorney

EXHIBIT A

INSURANCE REQUIREMENTS

ORGANIZATION shall provide the following types and amounts of insurance:

General liability insurance. Organization 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. Organization 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 Vendor 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.

Umbrella or excess liability insurance. [Optional depending on limits required]. Organization shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

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

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

Organization 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. Organization 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 event. 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. Organization 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 event hereunder by Organization, his agents, representatives, employees or volunteers.

Primary/noncontributing. Coverage provided by Organization 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 Organization. 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 VII (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 Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Organization hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its sub-organizations.

Enforcement of contract provisions (non estoppel). Organization acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Organization 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 Organization maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Organization. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

Notice of cancellation. Organization 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, 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 (Organization's/sub-organization'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. Organization 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 Organization, provide the same minimum insurance coverage and endorsements required of Organization. Organization 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. Organization 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 Organization ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Organization, the Agency and Organization may renegotiate Organization'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. Organization shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Organization's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Organization 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.

DATE SUBMITTED 2/27/2019
 SUBMITTED BY City Manager's Office
 DATE ACTION REQUIRED 3/06/2019

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: DEVELOPMENT MANAGEMENT GROUP, INC.

1. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF IMPERIAL AND DEVELOPMENT MANAGEMENT GROUP, INC. FOR ECONOMIC DEVELOPMENT CONSULTING FOR A TWO YEAR TERM IN THE AMOUNT OF \$96,000.00.

DEPARTMENT INVOLVED: CITY MANAGER'S OFFICE

BACKGROUND/SUMMARY:

The City of Imperial continues to utilize the services of Development Management Group, Inc (DMG). Over the course of our contract, DMG has for retail recruitment and economic development for the purposes of expanding the goods and services market for Imperial residents. DMG shall serve as an economic ombudsman to the City of Imperial and those parties interested in making economic investments. In the role of ombudsman, DMG shall assist in shepherding projects through the entitlement and permit process. DMG shall be furnished with office, mobile phone and email contact information for all department heads in the City of Imperial and authorized alternate contacts. The City of Imperial shall endeavor to return all communication from DMG, Inc. regarding projects and clients (usually status-type or technical communication) four (4) business hours. Please see the attached contract and exhibits for more information.

FISCAL IMPACT: *Please note: The proposed contract is for the term of two calendar years. Therefore the total contract amount is split over the term of three fiscal years; including the remainder of FY 18-19.*

Total Fiscal Impact Not to Exceed: \$96,000.00,

FINANCE
INITIALS



STAFF RECOMMENDATION: It is Staff's recommendation to approve the contract for the term of two calendars years between the City of Imperial and DMG, Inc.

DEPT. INITIALS



MANAGER'S RECOMMENDATION: It is the City Manager's recommendation to approve the agreement between DMG, Inc. for the term of two calendar years for Economic Development Consulting Services

CITY
MANAGER'S
INITIALS



MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ☐

DISAPPROVED ☐

REFERRED TO:

REJECTED ☐

DEFERRED ☐

AGREEMENT FOR PROFESSIONAL SERVICES

This ("AGREEMENT"), is made and effective as of February 20, 2019 between the CITY OF IMPERIAL, a municipal corporation ("AGENCY") and DEVELOPMENT MANAGEMENT GROUP, 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 March 6, 2019 and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2020 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 ability, experience, and talent, perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

IV. AGENCY MANAGEMENT

Agency's MANAGER 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

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 designee determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he 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 AND DEFENSE

A. Indemnity

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

B. Duty to defend

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

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

X. INSURANCE

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

- C. CONSULTANT covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed by them as an officer, employee, agent, or sub-consultant. CONSULTANT further covenants that CONSULTANT has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the AGENCY or the study area and further covenants and agrees that CONSULTANT and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the AGENCY or the study area prior to the completion of the work under this AGREEMENT.

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 S Imperial Avenue Imperial, CA 92251 Attention: Stefan T. Chatwin
------------	---

To CONSULTANT:	Development Management Group, Inc. 41-625 Eclectic Street, Suite D-2 Palm Desert, CA 92260 Attention: Michael Bracken
----------------	--

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. Michael Bracken may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY thirty (30) days' notice prior to the departure of Michael Bracken 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. WORK SCHEDULED/TIME OF COMPLETION

AGENCY and CONSULTANT agree that time is of the essence in this AGREEMENT. AGENCY and CONSULTANT further agree that CONSULTANT's failure to perform on or at the times set forth in this AGREEMENT will damage and injure AGENCY, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, AGENCY and CONSULTANT agree that any failure to perform by CONSULTANT at or within the times set forth herein shall result in liquidated damages. AGENCY and CONSULTANT agree that such sum is reasonable and fair. Furthermore, AGENCY and CONSULTANT agree that this AGREEMENT is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.

XXII. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of CONSULTANT'S Proposal, Exhibit "D" hereto and incorporated herein by this reference. 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.

XXIII. 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

DEVELOPMENT MANAGEMENT GROUP, INC.

By: _____
MICHAEL BRACKEN, OWNER

CITY OF IMPERIAL
A Municipal Corporation

ATTEST:

APPROVED AS TO FORM:
DENNIS MORITA, CITY ATTORNEY

By: _____

Rev. 1/18

EXHIBIT A

TASKS TO BE PERFORMED

1. DMG shall create, build and maintain relationships with:

Economic Development Committee/Commission
Chamber of Commerce/Hotelier's Association/Visitor's Center
City Council
Community Development/Planning
Public Works/Engineering
Finance
City Manager's Office
Film Commission
City Attorney's Office
Other professional service consultants under contract

2. DMG shall create new relationships and ongoing communication lines with:

Real Estate Developers
Commercial and Residential Real Estate Brokers
Lending Sources (Banks and other Lending Institutions)
Retailers
Industrial Development Users
~~Renewable Energy Developers and Users~~
Additional Potential Businesses that may add to the Employment or Economic Base of the City of Imperial

3. Point of Contact

DMG shall serve as the initial point of contact for developers and businesses that seek to locate in the City of Imperial. DMG shall avail office and mobile phone contact along with email for use by said businesses to communicate with DMG.

4. Ombudsman

DMG shall serve as an economic ombudsman to the City of Imperial and those parties interested in making economic investments. In the role of ombudsman, DMG shall assist in shepherding projects through the entitlement and permit process. DMG shall be furnished with office, mobile phone and email contact information for all department heads in the City of Imperial and authorized alternate contacts. The City of Imperial shall endeavor to return all communication from DMG, Inc. regarding projects and clients (usually status-type or technical communication) four (4) business hours.

5. Sales & Marketing

DMG shall take the lead in the sales & marketing of the City of Imperial to targeted businesses, industries and professionals that could lead to economic investment in the City. This shall include, but not limited to industry groups (such as the International Council of Shopping Centers (and their members)), the Imperial Valley Economic Development Corporation, other identified regional/sub-regional economic development organizations and planning/hosting the annual Tour of Imperial.

6. Technical Assistance

On an as-needed basis, DMG shall work with identified persons and companies seeking to make economic investments in the City of Imperial and provide them with the names and contact information for persons and entities within the region that can assist them with their endeavors (such referrals could include architects, financial sources, EB-5 (foreign direct investors), accountants and other professional services). Referrals shall be made to those persons/entities in which there is no financial or business conflict between that entity and DMG. Additionally, where possible, DMG shall provide multiple referrals so that there is no preference shown.

7. Economic Impact Analysis

As projects move through the entitlement or permitting process, DMG shall produce an economic impact analysis (brief version) for said projects at the request of the City Manager and/or Community Development Director.

8. Demographics/Economic Updates

DMG shall avail a demographic analysis to the City Council, Chamber of Commerce and other business/community organizations in the City of Imperial on an annual basis. Further, DMG shall produce an annual economic brief for the City, Chamber and community utilizing available and generally respected third-party data.

9. Reporting/Invoicing

DMG shall create and provide a monthly invoice showing the number of hours worked on projects for the City of Imperial. Said invoices shall be paid within 30 days of receipt by the City.

Additionally, DMG shall provide the City of Imperial appropriate project updates either verbally (in the case of certain projects that may need additional confidentiality) or in writing on not less than a monthly basis. Further, DMG shall meet with the City Manager of the City of Imperial (by conference call or in person) at a minimum of once a month to discuss projects and updates.

10. Other Duties as Requested/Mutually Agreed

It is understood that Michael Bracken, as an individual and managing partner of Development Management Group, Inc. has extensive experience in both municipal management and economic development and as such he will avail himself to other duties that may be requested by the City Manager for the City of Imperial in which are mutually agreeable.

EXHIBIT B

PAYMENT SCHEDULE

The City shall pay consultant for the services described herein as follows:

Years 1 & 2 (2019 and 2020 Calendar Years):

DMG, Inc. shall be compensated at a monthly retainer of \$4,000 per month. It is expected that DMG, Inc. shall commit sufficient time on a monthly basis to economic development efforts to the City of Imperial. DMG, Inc. shall maintain appropriate timesheet documentation that will be available at the request of the City Attorney for the City of Imperial, CA. In general, DMG, Inc. shall average about 50 hours a month in this endeavor. Some months (especially those that involve business recruitment events) shall likely be more while others may reflect less hours.

DMG, Inc. will generally work remotely (in our offices in Palm Desert, CA or Carlsbad, CA) in an effort to be cost efficient. DMG, Inc. has significant experience in working in a remote environment utilizing conference calling, electronic mail, document storage and transfer services and communication software. To the extent that travel to the City of Imperial is needed (or to the business location of a particular potential business investor): DMG, Inc. will bill the City of Imperial appropriate mileage (as stated within the Internal Revenue Service regulations, currently 54 cents per mile).

DMG, Inc. shall be responsible for ancillary costs associated with certain office supply type materials in preparation for various projects (not inclusive of commercial-type designs or commercial scale/quality printing). All payments to Consultant shall be paid by the City of Imperial within thirty (30) days of submittal of an invoice and a signed United States Internal Revenue Service W-9.

DMG, Inc. does not bill separately for "retainer included expenses" which shall include travel to Las Vegas, Los Angeles or Phoenix for business recruitment events (ICSC-Las Vegas, ICSC-Los Angeles or The Lodging Conference). Retainer included expenses shall include transportation, hotel and meals to these three locations/events.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

Umbrella or excess liability insurance. CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

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

Other provisions or requirements

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

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

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

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

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI

(or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

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

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

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

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

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

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

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

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

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
CONSULTANT'S PROPOSAL

BUSINESS CONSULTING AGREEMENT

Mr. Stefan Chatwin, City Manager
City of Imperial, California
420 South Imperial Avenue
Imperial, CA 92251

RE: Business Consulting Agreement No. 010119: City of Imperial: Economic Development Consulting

Dear Mr. Chatwin:

Thank you for the opportunity to present to you this Business Consulting Agreement (BCA) to continue to provide economic development consulting services to the City of Imperial, California. The purpose of this BCA is to detail services that Development Management Group, Inc. will provide in assisting the City of Imperial with economic investment efforts to expand your local economy.

This document shall detail the agreement between the City of Imperial, a California Municipal Government (hereinafter referred to as "City") and Development Management Group, Inc. (hereinafter referred to as "Consultant").

This Agreement shall act as a Representation Authorization for purposes of meeting with appropriate and applicable officials for activities as directed by City in connection with the tasks described below.

Review of Previous Work

DMG, Inc. has had the privilege of working with the City of Imperial for the last couple of years. During that time, we have worked on the following initiatives/projects:

- a. Complete an Economic Development Strategic Plan for the City of Imperial.
- b. Completed Fiscal Impact Analysis of potential annexations into the City.
- c. Produce Annual Demographic/Market Analysis Briefs that are used to introduce the City/community to economic investors.
- d. Represented the City of Imperial at ICSC-Las Vegas (2), ICSC-Los Angeles (2) and The Lodging Conference (2).
- e. Served as a City Representative to communicate and work with the developer of the hotel project at the north end of the City.
- f. Served as the recruiter and ombudsperson for Pearson Winery.

- g. Served as the recruiter and ombudsperson for AutoZone.
- h. Serving as the City representative, recruiter and ombudsperson for the 15th Street Land currently in escrow with Halferty Development.
- i. Serving as the City representative, recruiter and ombudsperson working with the Colorado River Regional Water Quality Control District, Dollar General, Dynamic Development and Lundin Development in regards to the site at the corner of 6th Street and Highway 86 in Imperial (currently in escrow between Dollar General and Lundin Development).
- j. Serving as an ombudsperson for the proposed Fiesta Foods expansion into the City of Imperial.

Professional Services of DMG, Inc.

- 1. DMG, Inc. is qualified to complete demographic research for the City of Imperial and the surrounding market area.
- 2. DMG, Inc. is qualified to complete retail market opportunity analysis for the City of Imperial and the surrounding market area.
- 3. DMG, Inc. is qualified to prepare customized research for particular companies that the City of Imperial is targeting for location, expansion and/or relocation.
- 4. DMG, Inc. is qualified to make specific presentations to business prospects (retail, commercial and industrial) in support of efforts to attract additional investment into the community.
- 5. DMG, Inc. is qualified to complete economic, employment and fiscal impact analysis of proposed development projects in an effort to properly provide information to the residents, businesses, councilmembers and staff within the City of Imperial.
- 7. DMG, Inc. is qualified to complete appropriate preparation and represent the City of Imperial at industry trade-shows including the International Council of Shopping Centers (ICSC) Las Vegas International, San Diego Western Regional Conference(s) and other trade events for retail, commercial and industrial.
- 8. DMG, Inc. is qualified to provide customized market research for a variety of industries (in addition to retail, which is specified above).
- 9. DMG, Inc. is qualified to provide ombudsman services to the City of Imperial serving as a go-between and on-going communicator between the City and a developer/development project.
- 10. DMG, Inc. is qualified to provide economic development training to community members, business leaders, councilmembers and staff (DMG, Inc. has previously designed a 2-3 hour certification course that has been presented over 10 times in various communities).
- 11. DMG, Inc. is able to provide other economic development and post-redevelopment related services as needed.

12. DMG, Inc. is both qualified and experienced in the creation and maintenance of relationships with both retailers and retail developers across Southern California and shall be responsible for properly introducing market and location opportunity to said contacts on behalf of the City of Imperial.

13. DMG, Inc. is qualified and experienced in the implementation of an Economic Development Strategic Plan to attract economic investment.

Hold Harmless

Development Management Group, Inc. shall hold the City of Imperial harmless regarding any claims resulting from personal injury or automobile accidents.

Termination

DMG, Inc. is proposing the above as a two-year agreement. If it is determined that DMG, Inc. has not or is not able to perform the work in this Agreement, the City of Imperial shall have the right to terminate this Agreement with sixty (60) days written notice. At such time, Consultant shall have the right to submit an invoice for work performed to date along with the actual work performed to the City of Imperial. The City of Imperial shall have thirty (30) days for which to make payment to Consultant for all work performed prior to termination.

Compensation and Retainer Included Expenses

The City shall pay consultant for the services described herein as follows:

Years 1 & 2 (2019 and 2020 Calendar Years):

DMG, Inc. shall be compensated at a monthly retainer of \$4,000 per month. It is expected that DMG, Inc. shall commit sufficient time on a monthly basis to economic development efforts to the City of Imperial. DMG, Inc. shall maintain appropriate timesheet documentation that will be available at the request of the City Attorney for the City of Imperial, CA. In general, DMG, Inc. shall average about 50 hours a month in this endeavor. Some months (especially those that involve business recruitment events) shall likely be more while others may reflect less hours.

DMG, Inc. will generally work remotely (in our offices in Palm Desert, CA or Carlsbad, CA) in an effort to be cost efficient. DMG, Inc. has significant experience in working in a remote environment utilizing conference calling, electronic mail, document storage and transfer services and communication software. To the extent that travel to the City of Imperial is needed (or to the business location of a particular potential business investor): DMG, Inc. will bill the City of Imperial appropriate mileage (as stated within the Internal Revenue Service regulations, currently 54 cents per mile).

DMG, Inc. shall be responsible for ancillary costs associated with certain office supply type materials in preparation for various projects (not inclusive of commercial-type designs or commercial scale/quality printing). All payments to Consultant shall be paid by the City of Imperial within thirty (30) days of submittal of an invoice and a signed United States Internal Revenue Service W-9.

DMG, Inc. does not bill separately for “retainer included expenses” which shall include travel to Las Vegas, Los Angeles or Phoenix for business recruitment events (ICSC-Las Vegas, ICSC-Los Angeles or The Lodging Conference). Retainer included expenses shall include transportation, hotel and meals to these three locations/events.

Additionally, DMG, Inc. does represent multiple (non-competitive clients) and is able to provide an economy of scale for certain presence at ICSC-Las Vegas and ICSC-Los Angeles and is able to offer partnering into meeting space/trade show booth without requesting any additional compensation.

In regards to The Lodging Conference, the City may choose to participate in a booth partnership with other (non-competitive cities) at a proportionate cost to the overall booth cost (split between the number of cities sharing the expense). This is an optional event and will be discussed with the City Manager or designee at appropriate time(s).

Certainty of Fee Arrangement and Contract Limit

DMG, Inc. shall commit to the proposed fee arrangement being in place until December 31, 2020. Any services provided after the date listed above shall be done by mutual agreement of the City of Imperial and Development Management Group, Inc.

Conflict Procedures & Disclosures

DMG, Inc. is a highly experienced economic development consulting firm and does have both active and inactive clients throughout Southern California. Within Imperial County specifically, we are on a pre-qualified list of economists with the County of Imperial and from time to time have completed Fiscal/Employment and Economic Analysis on behalf of the County. Further in the past, we have been used as a consultant with the Imperial Valley Economic Development Corporation on projects related to regional economic development.

In the event that there is a potential conflict whereby a particular community DMG, Inc. is working on behalf of and a specific business client (that is negotiating or comparing multiple communities represented by DMG, Inc.), DMG, Inc. shall offer to represent the first community that identified that particular client to DMG, Inc.

Additionally, it is disclosed that the Managing Partner of Development Management Group, Inc. (Mr. Michael Bracken) serves on the Board of Directors of Community Valley Bank, a publically traded financial institution headquartered in Imperial County. Further his direct

ownership (inclusive of both stock and stock options) does not exceed 5% of total bank ownership.

Reporting/Communication

DMG, Inc. shall produce on a minimum of a monthly basis, a Project Status Report (PSR). DMG, Inc. also proposes one or two monthly conference calls (generally lasting 15-30 minutes) for which to discuss progress and prospects.

DMG, Inc. proposes that all work done under this Agreement would be done with direct communication with the City of Imperial City Manager with the proviso that DMG, Inc. is able to communicate directly with department directors as appropriate when serving in an ombudsman (ombudsperson) role.

Insurance

Development Management Group, Inc. shall have a Certificate of Liability Insurance (ACORD) with the City of Imperial named as additional insured prior to commencement of any work under this Agreement. DMG, Inc. respectfully requests that the City of Imperial accept the following insurance limits as satisfactory based on the professional services being provided.

Professional Error & Omission (minimum \$1,000,000)

Commercial General Liability (minimum \$2,000,000)

Automotive and Automobile Liability (minimum \$1,000,000)

SCOPE OF WORK

11. DMG shall create, build and maintain relationships with:

Economic Development Committee/Commission
Chamber of Commerce/Hotelier's Association/Visitor's Center
City Council
Community Development/Planning
Public Works/Engineering
Finance

City Manager's Office

Film Commission

City Attorney's Office

Other professional service consultants under contract

12. DMG shall create new relationships and ongoing communication lines with:

Real Estate Developers

Commercial and Residential Real Estate Brokers

Lending Sources (Banks and other Lending Institutions)

Retailers

Industrial Development Users

Renewable Energy Developers and Users

Additional Potential Businesses that may add to the Employment or Economic Base of the City of Imperial

13. Point of Contact

DMG shall serve as the initial point of contact for developers and businesses that seek to locate in the City of Imperial. DMG shall avail office and mobile phone contact along with email for use by said businesses to communicate with DMG.

14. Ombudsman

DMG shall serve as an economic ombudsman to the City of Imperial and those parties interested in making economic investments. In the role of ombudsman, DMG shall assist in shepherding projects through the entitlement and permit process. DMG shall be furnished with office, mobile phone and email contact information for all department heads in the City of Imperial and authorized alternate contacts. The City of Imperial shall endeavor to return all communication from DMG, Inc. regarding projects and clients (usually status-type or technical communication) four (4) business hours.

15. Sales & Marketing

DMG shall take the lead in the sales & marketing of the City of Imperial to targeted businesses, industries and professionals that could lead to economic investment in the City. This shall include, but not limited to industry groups (such as the International Council of Shopping Centers (and their members)), the Imperial Valley Economic Development Corporation, other identified regional/sub-regional economic development organizations and planning/hosting the annual Tour of Imperial.

16. Technical Assistance

On an as-needed basis, DMG shall work with identified persons and companies seeking to make economic investments in the City of Imperial and provide them with the names and contact information for persons and entities within the region that can assist them with their endeavors (such referrals could include architects, financial sources, EB-5 (foreign direct investors), accountants and other professional services). Referrals shall be made to those persons/entities in which there is no financial or business conflict between that entity and DMG. Additionally, where possible, DMG shall provide multiple referrals so that there is no preference shown.

17. Economic Impact Analysis

As projects move through the entitlement or permitting process, DMG shall produce an economic impact analysis (brief version) for said projects at the request of the City Manager and/or Community Development Director.

18. Demographics/Economic Updates

DMG shall avail a demographic analysis to the City Council, Chamber of Commerce and other business/community organizations in the City of Imperial on an annual basis. Further, DMG shall produce an annual economic brief for the City, Chamber and community utilizing available and generally respected third-party data.

19. Reporting/Invoicing

DMG shall create and provide a monthly invoice showing the number of hours worked on projects for the City of Imperial. Said invoices shall be paid within 30 days of receipt by the City.

Additionally, DMG shall provide the City of Imperial appropriate project updates either verbally (in the case of certain projects that may need additional confidentiality) or in writing on not less than a monthly basis. Further, DMG shall meet with the City Manager of the City of Imperial (by conference call or in person) at a minimum of once a month to discuss projects and updates.

20. Other Duties as Requested/Mutually Agreed

It is understood that Michael Bracken, as an individual and managing partner of Development Management Group, Inc. has extensive experience in both municipal management and economic development and as such he will avail himself to other duties that may be requested by the City Manager for the City of Imperial in which are mutually agreeable.

DATE SUBMITTED

2/27/19

SUBMITTED BY

COMMUNITY
SERVICES

DATE ACTION REQUIRED

3/6/19

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:
FIRST SOUTHERN BAPTIST ANNUAL EASTER EGG HUNT
1. APPROVAL OF FIRST SOUTHERN BAPTIST TO HOST ITS ANNUAL EASTER EGG HUNT AT EAGER PARK ON APRIL 6TH, 2019

DEPARTMENT INVOLVED: COMMUNITY SERVICES

BACKGROUND/SUMMARY:

The First Southern Baptist Church in Imperial is hosting its Annual Easter Egg Hunt on Saturday, April 6th, 2019. They are requesting use of Eager Park for this event. The Annual Easter Egg Hunt is open to the public. The event is scheduled to take place from 9:30AM until 1:30PM, including set up and tear down. This event is anticipated to have 80 people in attendance (45 children), being about 75% City of Imperial residents.

The Special Event Committee received the special event application on February 27th, 2019.

To review the map of the Easter Egg Hunt requested area of Eager Park, please see attachment.

FISCAL IMPACT:

There is no significant fiscal impact.

FINANCE
INITIALS 

STAFF RECOMMENDATION: It is the department's recommendation to approve the First Southern Baptist Church in Imperial to host its Annual Easter Egg Hunt at Eager Park on April 6th, 2019 from 9:30 am – 1:30 pm.

DEPT. INITIALS 

MANAGER'S RECOMMENDATION:

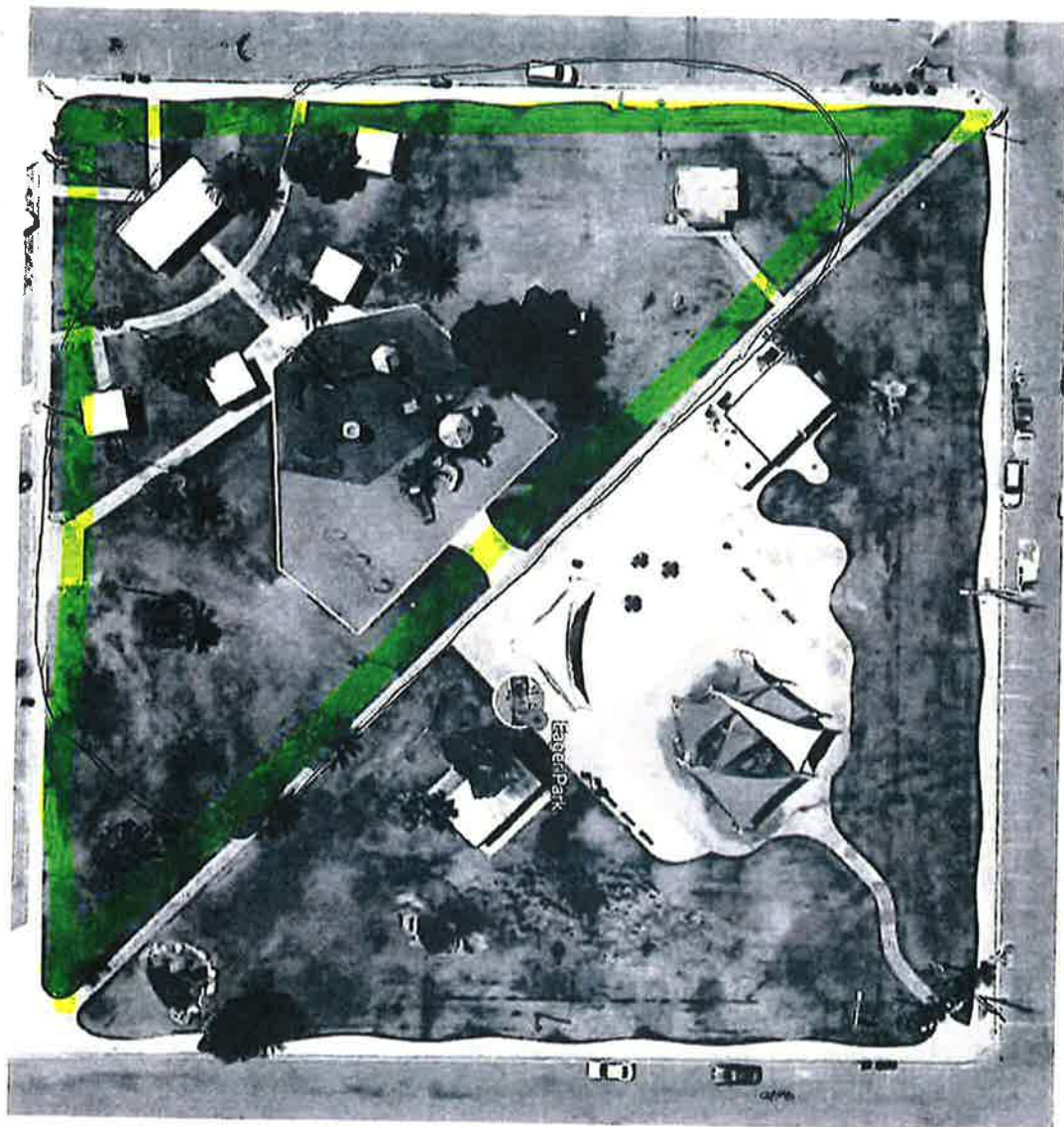
CITY
MANAGER'S
INITIALS 

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

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

REFERRED TO:



DATE SUBMITTED

2/27/19

SUBMITTED BY

COMMUNITY
SERVICES

DATE ACTION REQUIRED

3/6/19

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: RDO DRIVE GREEN EVENT

1. APPROVAL OF RDO EQUIPMENT CO. TO HOST ITS DRIVE GREEN EVENT AT EAGER PARK ON APRIL 13TH, 2019

DEPARTMENT INVOLVED: COMMUNITY SERVICES

BACKGROUND/SUMMARY:

RDO Equipment Co is requesting to host a public event, Drive Green Event, on Saturday, April 13th, 2019 at Eager Park. The event is scheduled to take place from 7:00AM until 12:00PM, including set up and tear down. RDO has requested that the East lawn by the Splash Pad not be mowed for one week prior to the event in order to demonstrate their lawn mowing equipment.

RDO Equipment Co. has provided a certificate of insurance naming the City of Imperial as additionally insured.

The special event application was submitted on February 27th, 2019.

To review the map of the requested area of Eager Park, please see attachment.

FISCAL IMPACT:

There is no significant fiscal impact.

FINANCE
INITIALS



STAFF RECOMMENDATION: It is the department's recommendation to approve RDO Equipment Co's request to host its Drive Green Event at Eager Park on April 13th, 2019 from 7:00 AM – 12:00 PM.

DEPT. INITIALS



MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS



MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:



DATE SUBMITTED

2/27/19

SUBMITTED BY

CITY MANAGER'S
OFFICE

DATE ACTION REQUIRED

3/6/2019

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: STATE OF CALIFORNIA STATEWIDE PARK PROGRAM GRANT

1. ADOPTION OF RESOLUTION NO. 2019-~~05~~ APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS.

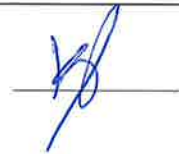
DEPARTMENT INVOLVED: CITY MANAGER'S OFFICE

BACKGROUND/SUMMARY:

The City of Imperial staff requests Council's approval of Resolution 2019-~~05~~ to apply for the Statewide Park Development and Community Revitalization Program Grant Opportunity for the City's Community Park Project.

FISCAL IMPACT: N/A

FINANCE
INITIALS



STAFF RECOMMENDATION: It is staff's recommendation for the Council to adopt the resolution allowing City staff to apply for the SPP Round 3 funding.

DEPT. INITIALS



MANAGER'S RECOMMENDATION: n/a

CITY
MANAGER'S
INITIALS



MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

RESOLUTION NO. 2019-05

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Imperial HEREBY: Approves the filing of an application for the IMPERIAL COMMUNITY PARK PROJECT; and

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to the CITY MANAGER to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

APPROVED AND ADOPTED at a Regular meeting of the City Council of the City of Imperial,
this 6th day of March, 2019.

P. Robert Amparano, Mayor

ATTEST:

Debra Jackson, City Clerk

DATE SUBMITTED

2/27/19

SUBMITTED BY

COMMUNITY
SERVICES

DATE ACTION REQUIRED

3/6/19

COUNCIL ACTION

(X)

PUBLIC HEARING REQUIRED

()

RESOLUTION

()

ORDINANCE 1ST READING

()

ORDINANCE 2ND READING

()

CITY CLERK'S INITIALS



IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: APPROVAL FOR FENCE BUILDING FOR SAVANNA RANCH RETENTION BASIN

DEPARTMENT INVOLVED: COMMUNITY SERVICES

BACKGROUND/SUMMARY:

On February 12, 2019, the City Council provided direction to seek estimates for the building of a 420 foot section of 6 foot tall wooden fence along the east side perimeter of Savanna Ranch Retention Basin.

As of February 27, 2019, estimates have been submitted for various types of fencing including: Privacy Chain Linked Fence, Ornamental Iron Fence, Vinyl Privacy Fence, Ornamental Iron and Wood Fence (see attached photos for examples).

As of this date, the option for the 12" concrete curbing was submitted (see attached).

FISCAL IMPACT:

Options range from \$11,547 to \$84,000 (see attached breakdown for specifications).

FINANCE
INITIALS



STAFF RECOMMENDATION: Staff recommends the Council review the submitted information and determine which fencing option they deem appropriate.

DEPT. INITIALS



MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS



MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

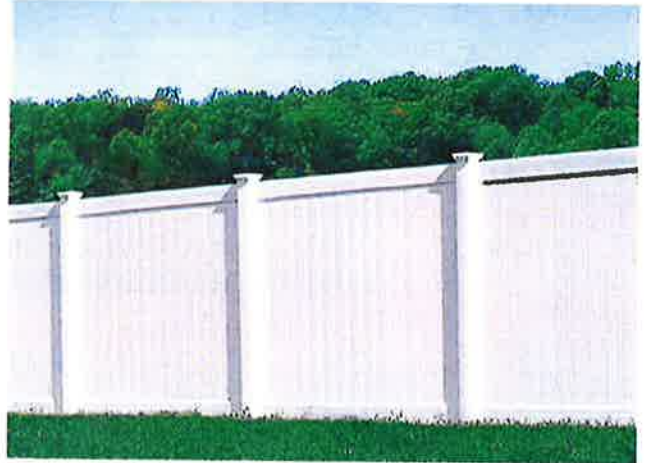


Imagery ©2019 Google, Map data ©2019 Google 100 ft



Privacy Chain Link Fence

\$11,547 – \$17,000



White Vinyl Privacy Fence

\$16,424 – \$31,500



Ornamental Iron Fence

\$16,329 – \$27,300



Ornamental Iron and Wood Fence

\$13,633 – \$84,000

DATE SUBMITTED

02/27/19

SUBMITTED BY

Community Services
Department - E. Haller

DATE ACTION REQUIRED

03/06/19

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: SKY RANCH BLOCK WALL REPAIRS
1. ACCEPTANCE OF COMPLETED WORK

DEPARTMENT INVOLVED: COMMUNITY SERVICES DEPARTMENT

BACKGROUND/SUMMARY:

City Council approved Resolution NO. 2018-65 declaring City structure Sky Ranch Concrete Masonry Wall as an emergency. The City received one quote and awarded the contract to Pyramid Construction and Aggregates, Inc. All work was completed per Construction Services Agreement. The repairs/replacement of the wall was successfully completed on February 5, 2019.

FISCAL IMPACT:

\$68,000 as approved by Council on November 7, 2018.

FINANCE
INITIALS



STAFF RECOMMENDATION:

Staff recommends City Council to accept the closing of the project.

DEPT. INITIALS



MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS



MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:



SKY RANCH CONCRETE MASONRY WALL PROJECT



SKY RANCH CONCRETE MASONRY WALL PROJECT COMPLETED FEBRUARY 6, 2019

DATE SUBMITTED

February 27, 2019

SUBMITTED BY

Laura Gutierrez

DATE ACTION REQUIRED

March 6, 2019

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 – ACCPETANCE OF LTA MEASURE D SALES TAX FUND AUDIT.

ACCEPTANCE OF LTA MEASURE D SALES TAX FUND AUDIT FOR THE FISCAL YEAR
 ENDING JUNE 30, 2018.

DEPARTMENT INVOLVED:

FINANCE DEPARTMENT**BACKGROUND/SUMMARY:**

The audit was performed by The Pun Group. The auditing firm was contracted through the Imperial County Transportation Commission (ICTC) and the audit was presented on February 27, 2019 at their regular meeting to Receive, Approve, and File the audit with each corresponding agency.

LTA Measure D funds are distributed through the Imperial County Transportation Commission. These funds are received through a ½ cent transportation sales tax adopted in 1989. Funds distributed are for the purpose of repair and rehabilitation of existing roadways, to reduce congestion and improve safely, and to provide construction of needed facilities. Expenditures must be in accordance with the approved plan or amended plan as submitted to the authority.

FISCAL IMPACT:

F.O. INITIALS VP

No fiscal impact.

STAFF RECOMMENDATION:

After review and consideration by the Finance Department, it is recommended that the City Council accept the LTA Measure D Sales Tax Fund audit for filing.

MANAGER'S RECOMMENDATION:MANAGER'S INITIALS MD

After review and consideration by the City Manager, it is recommended that the City Council accept the LTA Measure D Sales Tax Fund audit.

MOTION:

SECONDED:

APPROVED ()

REJECTED ()

AYES:

DISAPPROVED ()

DEFERRED ()

NAYES:

ABSENT:

REFERRED TO:



Imperial County Local Transportation Authority

1503 N. Imperial Ave., Suite 104, El Centro, CA, 92243
Phone: 760-592-4494 | Fax: 760-592-4410

AGENDA

WEDNESDAY, FEBRUARY 27, 2019
6:00 PM or immediately after the ICTC meeting

County Administration Building, 2nd Floor
Board of Supervisors Chambers
940 W. Main St.
El Centro, CA 92243

CHAIRPERSON: ROBERT AMPARANO

EXECUTIVE DIRECTOR: MARK BAZA

Individuals wishing accessibility accommodations at this meeting, under the Americans with Disabilities Act (ADA), may request such accommodations to aid hearing, visual, or mobility impairment by contacting ICTC offices at (760) 592-4494. Please note that 48 hours advance notice will be necessary to honor your request.

I. CALL TO ORDER AND ROLL CALL

II. EMERGENCY ITEMS

- A. Discussion/Action of emergency items, if necessary.

III. PUBLIC COMMENTS

Any member of the public may address the Authority for a period not to exceed three minutes on any item of interest not on the agenda within the jurisdiction of the Authority. The Authority will listen to all communication, but in compliance with the Brown Act, will not take any action on items that are not on the agenda.

IV. CONSENT CALENDAR

- A. Approval of LTA Board Draft Minutes for October 24, 2019 Page 4

V. REPORTS

- A. LTA Executive Director Report Page 7

VI. ACTION CALENDAR

- A. Fund Request to the Local Transportation Authority (LTA) – Calexico East Port of Entry Bridge Expansion Project Page 9

The ICTC Management Committee met on February 20, 2019 and forwards this item to the LTA Board for review and approval, after the receipt of public comment:

1. Approve the allocation for funding needed in the amount of \$1.844 Million for expansion of the Calexico East Port of Entry Bridge Expansion project, from the LTA 5% Regional Highway Set-Aside from the Measure D allocations; and,

2. Authorize the Executive Director to execute the necessary agreements between Caltrans, the Imperial County Local Transportation Authority, and the U.S. Department of Transportation.

B. Adoption of the Imperial County Local Transportation Authority Annual Financial Audit for Fiscal Year Ended June 30, 2018 Page 16

The Pun Group will present an overview of the Audit.

The Local Taxpayer Supervising Committee (LTSC) or "Oversight Committee" met on February 21, 2019 and forwards this item to the LTA for their review and approval after public comment, if any:

1. Receive, Approve and File the FY 2017-18 Imperial County Local Transportation Authority Annual Financial Audit for the following agencies: Brawley, Calipatria, Calexico, El Centro, Holtville, Imperial, Westmorland, the County of Imperial and the ICLTA.

VII. ADJOURNMENT

A. Motion to Adjourn

City of Imperial Measure D Sales Tax Fund

Imperial, California

Financial Statement and Other Information with Independent Auditors' Reports

For the Year Ended June 30, 2018

City of Imperial
Measure D Sales Tax Fund
For the Year Ended June 30, 2018

Table of Contents

	<u>Page</u>
 <u>FINANCIAL SECTION</u>	
Independent Auditors' Report	1
Financial Statement:	
Statement of Revenues and Allowable Expenditures	5
Notes to the Financial Statement.....	9
Other Reports:	
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statement Performed in Accordance with <i>Government Auditing Standards</i> and <i>Measure D Compliance Requirements</i>.....	15
Other Information:	
Schedule of Assets, Liabilities and Fund Balance	19
Schedule of Revenues, Expenditures and Change in Fund Balance	20
Five Year Program of Projects	21

This page intentionally left blank.

FINANCIAL SECTION

This page intentionally left blank.

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
of the Imperial County Local Transportation Authority
El Centro, California

Report on the Financial Statement

We have audited the accompanying statement of revenues and allowable expenditures of the Measure D Sales Tax Fund of the City of Imperial, California ("City") for the year ended June 30, 2018, and the related notes to the financial statement, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statement in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statement that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on this financial statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statement referred to above presents fairly, in all material respects, the revenues and allowable expenditures of the Measure D Sales Tax Fund of the City of Imperial for the year ended June 30, 2018, in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1 to the financial statement, the statement of revenues and allowable expenditures presents only the activity of Measure D Sales Tax Fund of the City of Imperial and does not purport to, and does not, present fairly the financial position of the City of Imperial, California, as of June 30, 2018, the changes in its financial position, or where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the statement of revenues and allowable expenditures of the Measure D Sales Tax Fund of the City. The other information, on pages 19 through 21 is presented for purposes of additional analysis and is not a required part of the financial statements. The other information has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 26, 2019, on our consideration of the City's internal control over financial reporting over the statement of revenues and allowable expenditures and on our tests of compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance as it relates to the Measure D Sales Tax Fund.

The Pw Group, LLP

San Diego, California
February 26, 2019

FINANCIAL STATEMENT

This page intentionally left blank.

City of Imperial
Measure D Sales Tax Fund
Statement of Revenues and Allowable Expenditures
For the Year Ended June 30, 2018

Revenues:

Sales tax	\$ 789,327
Interest	11,431
Other	<u>13,477</u>
Total revenues	<u>814,235</u>

Expenditures:

Current:	
Road repairs and maintenance	<u>1,578,878</u>
Total expenditures	<u>1,578,878</u>

Revenues Over (Under) Expenditures	<u>(764,643)</u>
---	------------------

Other Financing Sources (Uses):

Proceeds from Issuance of Bonds	266,188
Transfer out to City for Measure D projects	<u>(100,418)</u>
Total Other Financing Sources (Uses)	<u>165,770</u>

Change in Fund Balance	<u><u>\$ (598,873)</u></u>
-------------------------------	----------------------------

This page intentionally left blank.

NOTES TO THE FINANCIAL STATEMENTS

This page intentionally left blank.

City of Imperial
Measure D Sales Tax Fund
Notes to the Financial Statements
For the Fiscal Year Ended June 30, 2018

Note 1 – Summary of Significant Accounting Policies

Reporting Entity

Imperial County Local Transportation Authority

The Imperial County Local Transportation Authority (the “Authority”) was created to implement the Imperial County Local Transportation Authority Retail Transactions and Use Tax Ordinance which was adopted by the electorate on November 4, 2008. The tax is imposed in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Division 19 of the Public Utilities Code (Code Section 180000). The purpose of this ordinance was to allow the Authority to issue bonds payable from the enactment of a one half of one percent sales tax for a period of forty years. The proceeds of this tax are first allocated to the monthly debt service payments of the bonds, then to the County of Imperial and the member agencies for local street road purposes. Also, a portion of the tax revenues would be used for administration, transit services, and state highway purposes.

The funds that are generated by implementation of the Imperial County Transportation Authority Retail Transactions and Use Tax Ordinance are intended to supplement and not to replace existing local revenues used for transportation purposes.

The Authority consists of the following member agencies:

- 1) City of Brawley
- 2) City of Calexico
- 3) City of Calipatria
- 4) City of El Centro
- 5) City of Holtville
- 6) City of Imperial
- 7) City of Westmorland
- 8) County of Imperial

The members of the Board of the Authority consist of one member of the City Council of each incorporated city of Imperial County and two members of the Board of Supervisors of Imperial County. The members serve staggered terms with no term exceeding a four year period. The chairman and vice-chairman of the Board of the Authority are elected annually in June.

Compliance Requirements of the Imperial County Local Transportation Authority

Each member agency is required to comply with the By-Laws of the Imperial County Local Transportation Authority and the Imperial County Local Transportation Authority Retail Transactions and Use Tax Ordinance and Transportation Authority Expenditure Plan.

Fund Accounting

Fund accounting is designed to demonstrate local compliance and to aid financial management by segregating transactions related to certain government functions or activities. The City of Imperial has an established special revenue fund to account for revenues and expenditures related to Ordinance 1, 2008.

City of Imperial
Measure D Sales Tax Fund
Notes to the Financial Statements (Continued)
For the Fiscal Year Ended June 30, 2018

Note 1 – Summary of Significant Accounting Policies (Continued)

Basis of Presentation

The financial statement presents only the activity of Measure D Sales Tax Fund and does not purport to, and does not, present fairly the financial position of the City of Imperial, California, as of June 30, 2018, the changes in its financial position, or where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis of Accounting

The Measure D Sales Tax Fund accounted for using a “*current financial resources*” measurement focus and the modified accrual basis of accounting. The statement of revenues, expenditures, and change in fund balance of the Measure D Sales Tax Fund presents increases (i.e., revenues and other financing sources) and decreases (i.e., expenditures and other financing uses).

Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual (i.e., when they become both measurable and available). Measureable means the amount of the transaction can be determined and “available” means within the current period or soon enough thereafter to be used to pay liabilities of the current period. Generally, revenues are considered available if the revenues are collected within sixty days after year-end. Expenditures are recorded when the related fund liability is incurred.

Ordinance No. 1-2008, The Imperial County Local Transportation Authority Retail Transactions and Use Tax Ordinance and Expenditure Plan, between the City of Imperial and the Imperial County Local Transportation Authority dated July 27, 2008 requires the schedule of revenues and allowable expenditures be reported in conformity with the terms of the agreement. The City accounts for the Measure D Sales Tax Fund using a Special Revenue Fund to track and record the revenues and expenditures related to this ordinance.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

Note 2 - Sales Tax Revenue

The Authority allocates sales tax to each member agency. The City’s allocable sales tax is net of amounts withheld for debt service as follows:

Gross sales tax allocated	\$ 1,254,758
Withheld for debt service	465,431
Net allocable sales tax	\$ 789,327

Note 3 – Restriction of Net Revenues

The revenues in excess of expenditures reported on the financial statement are restricted for future expenditures authorized by Ordinance No. 1-2008.

City of Imperial
Measure D Sales Tax Fund
Notes to the Financial Statements (Continued)
For the Fiscal Year Ended June 30, 2018

Note 4 – Transfers Out to City

The City recorded a transfer out of \$100,418 to reflect the reimbursement of costs incurred in another City fund for Measure D eligible projects.

Note 5 – Bond Proceeds

On May 1, 2012, the Authority issued \$53,975,000 of Sales Tax Revenue Bonds which are secured by a pledge of all ICLTA sales tax revenues allocated to the County of Imperial and the Cities of Brawley, Calexico, Calipatria, and Imperial. The bond proceeds are held by the Authority until a reimbursement is requested by the City. During the year ended June 30, 2018, the City requested and received \$266,188 in bond proceeds.

This page intentionally left blank.

OTHER REPORTS

This page intentionally left blank.

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS
AND MEASURE D COMPLIANCE REQUIREMENTS**

To the Board of Directors
of the Imperial County Local Transportation Authority
El Centro, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the statement of revenues and allowable expenditures of the Measure D Sales Tax Fund of the City of Imperial, California ("City"), for the year ended June 30, 2018, and the related notes to the financial statement, and have issued our report thereon dated February 26, 2019. Our report included an emphasis of matter stating that the financial statement of the Measure D Sales Tax Fund does not purport to, and does not, present fairly the financial statements of the City as of June 30, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statement, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the financial statement of the Measure D Sales Tax Fund of the City is free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements including the requirements of Measure D matters as specified in the Imperial County Local Transportation Authority Retail Transactions and Use Ordinance No. 1-2008 ("Ordinance"), noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instance of noncompliance which is required to be reported under *Government Auditing Standards*.

4365 Executive Drive, Suite 710, San Diego, California 92121

Tel: 858-242-5100 • Fax: 858-242-5150

www.pungroup.com

To the Board of Directors
of the Imperial County Local Transportation Authority
El Centro, California
Page 2

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

The Pw Group, LLP

San Diego, California
February 26, 2019

OTHER INFORMATION
(unaudited)

This page intentionally left blank.

City of Imperial
Measure D Sales Tax Fund
Schedule of Assets, Liabilities, and Fund Balance
June 30, 2018

Assets:

Cash and cash equivalent	\$ 3,482,592
Interest receivable	<u>3,252</u>
Total assets	<u><u>\$ 3,485,844</u></u>

Liabilities and Fund Balance:

Liabilities:

Accounts payable	<u>\$ 3,315</u>
Total liabilities	<u>3,315</u>

Fund Balance:

Restricted	
Road repairs and maintenance	<u>3,482,529</u>
Total fund balance	<u>3,482,529</u>
Total liabilities and fund balance	<u><u>\$ 3,485,844</u></u>

City of Imperial
Measure D Sales Tax Fund
Schedule of Revenues, Expenditures, and Change in Fund Balances
For the Year Ended June 30, 2018

Revenues:	
Sales tax	\$ 789,327
Interest	11,431
Other	<u>13,477</u>
Total revenues	<u>814,235</u>
Expenditures:	
Current:	
Road repairs and maintenance	<u>1,578,878</u>
Total expenditures	<u>1,578,878</u>
Revenues Over (Under) Expenditures	<u>(764,643)</u>
Other Financing Sources (Uses):	
Bond proceeds	266,188
Transfer out to City for Measure D projects	<u>(100,418)</u>
Total Other Financing Sources (Uses)	<u>165,770</u>
Change in Fund Balance	(598,873)
Fund Balance:	
Beginning of year	<u>4,081,402</u>
End of year	<u><u>\$ 3,482,529</u></u>

City of Imperial
Measure D Sales Tax Fund
Five Year Program of Projects
June 30, 2018

STREET	LOCATION	PROJECT DESCRIPTION
Various Streets	Various Limits	Rehab/Maintenance
Town Core-	South of 15th Street, west of P Street, north of 1st Street and east of B Street	Const/Rehab/Maintenance
South West	South of Worthington Rd, west of Hwy 86, north of Treshill Rd, and east of Austin Rd	Const/Rehab/Maintenance
South East	South of Worthington Rd, west of Dogwood Rd, north of Treshill Rd, and east of Hwy 86	Const/Rehab/Maintenance
North West	North of Worthington Rd, West of Hwy 86, south of Larsen Rd, east of Austin Rd	Const/Rehab/Maintenance
North East	North of Worthington Rd, West of Dogwood Rd, south of Larsen Rd, and east of Hwy 86	Const/Rehab/Maintenance

This page intentionally left blank.

DATE SUBMITTED

2/28/19

SUBMITTED BY

CITY MANAGER'S
OFFICE

DATE ACTION REQUIRED

3/06/19

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: TEAMSTERS UNION LOCAL #542

Res
2019-06

1. ADOPTION OF ARTICLE 5, SECTION 9 "EDUCATION PAY" AS PART OF THE MEMORANDUM OF UNDERSTANDING BETWEEN TEAMSTERS UNION LOCAL #542 AND THE CITY OF IMPERIAL; AND
2. ADOPTION OF ARTICLE 5, SECTION 10 "BILINGUAL PAY" AS PART OF THE MEMORANDUM OF UNDERSTANDING BETWEEN TEAMSTERS UNION LOCAL #542 AND THE CITY OF IMPERIAL.

DEPARTMENT INVOLVED: CITY MANAGER'S OFFICE

BACKGROUND/SUMMARY:

The City of Imperial has completed the Meet and Confer obligation with Teamsters Union Local #542. As such we the City has reached an understanding and asks the Council to consider the adoption of Article 5, Sections 9 and 10 into the Memorandum of Understanding between the Teamsters and City of Imperial for the term of 2018-2020. Please see the language attached to this staff report.

FISCAL IMPACT:

Potential Fiscal Impact for Education Pay: \$136,000.00

Potential Fiscal Impact for Bilingual Pay: \$81,600.00

FINANCE
INITIALS



STAFF RECOMMENDATION: It is staff's recommendation to adopt the terms set forth in Article 5, Sections 9 and 10 for the term of 2018-2020.

DEPT. INITIALS



MANAGER'S APPROVAL

CITY
MANAGER'S
INITIALS



MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

Section 9. Education Pay: Employees shall be eligible for reimbursement of up to one thousand five hundred dollars (\$1500.00) per year for tuition reimbursement and five hundred dollars (\$500.00) for textbooks pending approval of their individual professional development plan by the City Manager; effective July 1, 2019. Allotment shall be renewed July 1 of each year.

1. Tuition Reimbursement- Employees who in their sole discretion want to broaden their knowledge by pursuing higher education or a vocational certification on their off-duty hours may receive reimbursement for expenses as provided herein.

Under this program, reimbursement is available for regular –full time employees who are performing their job in a satisfactory manner.

Expenses for tuition and textbooks, under this program will be reimbursed subject to the approval of their individual professional development plan submitted to Human Resources and approved by the City Manager.

Continuing education under this program is defined as postsecondary college level course work necessary to obtain a diploma or degree. Reimbursement will be subject to the following criteria:

- Approval of Employee's Professional Development Plan;
 - Employees may request assistance from Human Resources to complete and submit plan for City Manager's approval.
- That a degree or certificate is sought;
- Applicability of the degree or certification to future positions in the organization;
- Courses may not be taken during the employee's regular working hours. Exceptions require appropriate approval.
- Completion of the course must be verified with a grade of "C" or better.
- If the employee withdraws from a course, the employee will be responsible for any expenses incurred.
- The employee must remain an active-regular employee through conclusion of the course.

Reimbursement Procedure:

Employee must complete and submit a professional development reimbursement form to his/her department head. If approved, department head will submit to City Manager for approval;

- If approved by the City Manager a copy of the approved form will be returned to the employee. Approval of the City Manager may be contingent upon interview with employee;

- The employee then makes all registration arrangements and pays for tuition and books /materials;
- After completion of the session/semester the employee will provide Human Resources with the proof of their attendance and their final grade received in the class.
- Human resources will prepare a claim form for any reimbursement due the employee. The employee will receive reimbursement of monies within fourteen (14) days of submitting claim form.

2. Vocational Certification-Program(s)

The City encourages employees to broaden their knowledge and improve their skills in their City occupational field or area to improve their on-the-job performance, and increase their overall value to the City by obtaining a certificate of completion or graduation through licensing and vocational programs.

Reimbursement is available for active - regular employees who are performing their job in a satisfactory manner and request for reimbursement are subject to the approval of the department head and the City Manager.

Certifications contemplated under this program are defined as courses of study that are specifically related to the employee's presently assigned position but not required by the City.

Reimbursement Procedure:

- Employee completes professional development reimbursement request form and submits to the department head for approval;
- If approved by the City Manager a copy of the approved form will be returned to the employee. Approval of the City Manager may be contingent upon interview with employee;
- The employee then makes all registration arrangements and pays for tuition and books;
- The employee then makes all registration arrangements and pays for tuition and books/materials;
- After completion of the course, the employee will provide Human Resources with the certificate.

Human resources will prepare a claim form for any reimbursement due the employee. The employee will receive reimbursement of monies within fourteen (14) days of submitting claim form.

Section 10. Bilingual Pay Employees will be eligible to receive a bilingual stipend of up to \$50.00 (\$25.00 for Oral Proficiency and \$25.00 for Written Proficiency) per pay period upon becoming certified in a foreign language, hereby specified as Spanish, through a City-administered exam testing oral

and/or written proficiency provided that the position occupied has been "designated" to receive such pay by the Department Head and City Manager. In order to be eligible, the use of a foreign language must be a necessary part of their daily work activities and used for work purposes of communicating with the general public. Designated Positions are hereby identified as:

Accounting Assistant I/II/III
Animal Control Officer
Building Official
Code Enforcement Officer
General Office Clerk
Human Resource Analyst
Library Assistant I/II/III
Park Superintendent
Planning Technician
Police Records Clerk
Police Senior Records Clerk
Police Officer
Public Information Officer
Recreation Specialist

Examinations: Eligible employees who desire to receive bilingual pay may request to be examined for proficiency in a foreign language by submitting a memorandum to their department head. The department head must sign the memorandum to certify that the use of a foreign language is a necessary part of their daily work activities and used for work purposes in communication with the public. The memorandum should then be forwarded to the City Manager for final approval. The City will provide testing at the beginning of each calendar year. Tests will be arranged by the City Manager's Office. Once an employee has become certified in a foreign language, he/she is not required to retest in order to remain eligible.

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

RESOLUTION NO. 2019-06

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL
APPROVING AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
WITH TEAMSTERS LOCAL 542
FOR FISCAL YEARS 2018-2020**

WHEREAS, there is a memorandum of understanding ("MOU") between the City of Imperial and the Teamsters Local 152 ("Teamsters") which was approved by the City Council; and

WHEREAS, the parties have met and conferred concerning an amendment to the MOU and have reached agreement on the terms for the period of July 1, 2018 through June 30, 2020; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Imperial hereby approves an amendment to the MOU as set forth in the attached exhibit.

PASSED, APPROVED AND ADOPTED at as adjourned regular meeting of the City Council of the City of Imperial held on the 6th day of March, 2019.

P. Robert Amparano, Mayor

ATTEST:

Debra Jackson, City Clerk

DATE SUBMITTED

2/27/2019

SUBMITTED BY

CITY MANAGER'S
OFFICE

DATE ACTION REQUIRED

3/6/2019

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: CITY OF IMPERIAL VOLUNTEER PROGRAM

1. APPROVAL OF CITY OF IMPERIAL VOLUNTEER PROGRAM POLICY AND HANDBOOK; AND
2. ADOPTION AND APPROVAL OF RESOLUTION NO. 2019-~~67~~ TO APPROVE PROVIDING WORKER'S COMPENSATION COVERAGE FOR CERTAIN CITY VOLUNTEERS PURSUANT TO THE PROVISIONS OF SECTION 3363.5 OF THE LABOR CODE.

DEPARTMENT INVOLVED: CITY MANAGER'S OFFICE

BACKGROUND/SUMMARY:

In efforts to update the City of Imperial Volunteer Program Policy and Application process, staff is requesting the City Council approve the revised Volunteer Program Policy and Handbook and adopt and approve Resolution NO. 2019-~~67~~. Necessary updates to the City's workers' compensation coverage for certain volunteers, as well as age brackets, have been made to the policy. Attached for review and reference is the draft Volunteer Manual.

FISCAL IMPACT: N/A

FINANCE
INITIALS



STAFF RECOMMENDATION: It is Staff's recommendation to adopt the referenced policy and resolution to better serve the community and potential volunteers.

DEPT. INITIALS



MANAGER'S APPROVAL:

CITY
MANAGER'S
INITIALS



MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

Volunteer Manual

Document Sections:

Letter to Prospective Volunteer	Section A
Volunteer Application	Section B
Minor Application	Section C
Resolution to Extend Workers' Compensation	Section D
Acknowledgement of Workers' Compensation	Section E
Waiver and Release; No Workers' Compensation	Section F
Volunteer Handbook	Section G
Volunteer Agreement	Section H
Volunteer Service Statement	Section I
Volunteer Bill of Rights	Section J
Performance Review	Section K
Expense Claim Form	Section L
Time Sheet	Section M
Volunteer Request Form	Section N
Risk Management Checklist	Section O
Volunteer Protection Act of 1997	Attachment A

Dear prospective volunteer:

We are grateful for your interest in volunteering. You and the many other volunteers at work on our various Agency programs and projects have the power to improve the quality of life in our community.

Attached is an application for the Agency volunteer program and a general interest form. We ask you to complete these so that we can make every effort to offer assignments that meet your interest and needs. Additionally, you will have an opportunity to review the job description for any assignment and interview the supervisor before you commit your time and energy.

We also want to make you aware that we have established program policies and procedures that protect volunteers, citizens and the Agency. Depending upon the type of assignment you undertake, the procedures may include fingerprinting and background checks, DMV record review and liability waivers, among others. We will make you aware of any such requirements at the time of your initial interview.

Again, thank you for your willingness to work toward improving our community. We look forward to welcoming you to the volunteer program.

Sincerely,

City Manager's Office – Human Resources Division
City of Imperial

VOLUNTEER PROGRAM APPLICATION

Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Daytime Phone: _____ Evening Phone: _____

Occupation: _____

Special Skills, Talents and Languages:

Emergency Contact: _____ Phone: _____

Do you have a driver's license? _____ Transportation? _____

Have you ever been convicted of a violation or attempted violation of Section 243.4 of the Penal Code, a sex offense against a minor, or of any felony, which requires registration pursuant to Section 290 of the Penal Code? _____ Yes _____ No

How did you become interested in the volunteer program?

Assignments Preferred: _____

Previous Volunteer Experience: _____

Other Applicable Experience: _____

Certification or Licenses Held: _____

Hours Available:

Sunday _____ Monday _____ Tuesday _____

Wednesday _____ Thursday _____ Friday _____

Saturday _____

Do you have any limitations related to health or physical ability? If so, please explain:

Applicant Signature: _____ Date: _____

Completion of the Remainder of this Form is Optional

Volunteers are recruited and selected on their interests, skills, knowledge and abilities. A diverse corps of volunteers is both necessary and desirable. The program office uses the following demographic information to meet diversity goals.

Please Check One:

_____ Black (Not Hispanic) _____ White (Not Hispanic) _____ Hispanic

_____ American Indian or Alaskan Native _____ Asian or Pacific Islander

Please Check One:

_____ 18-25 _____ 26-35 _____ 36-45 _____ 46-55

_____ 56-65 _____ Over 65

**VOLUNTEER PROGRAM
MINOR (AGES 15-17) APPLICATION**

Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____ Date of Birth (Month/Day/Year): _____

Names of Parents or Guardians: _____

Parents' or Guardians' Daytime Phone: _____

Emergency Contact: _____ Phone: _____

Have you ever been convicted of a violation or attempted violation of Section 243.4 of the Penal Code, a sex offense against a minor, or of any felony, which requires registration pursuant to Section 290 of the Penal Code? _____ Yes _____ No

School: _____ Grade: _____

Career Interests:

Special Skills, Talents and Languages:

How did you become interested in the volunteer program?

Assignments Preferred: _____

Previous Volunteer Experience: _____

Other Applicable Experience: _____

Hours Available:

Sunday _____ Monday _____ Tuesday _____

Wednesday _____ Thursday _____ Friday _____

Saturday _____

Do you have any limitations related to health or physical ability? If so, please explain:

Applicant Signature: _____ Date: _____

Parent or Guardian Signature: _____ Date: _____

Completion of the Remainder of this Form is Optional

Volunteers are recruited and selected on their interests, skills, knowledge and abilities. A diverse corps of volunteers is both necessary and desirable. The program office uses the following demographic information to meet diversity goals.

Please Check One:

_____ Black (Not Hispanic) _____ White (Not Hispanic) _____ Hispanic

_____ American Indian or Alaskan Native _____ Asian or Pacific Islander

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF _____, CALIFORNIA, PROVIDING WORKERS' COMPENSATION COVERAGE FOR CERTAIN CITY VOLUNTEERS PURSUANT TO THE PROVISIONS OF SECTION 3363.5 OF THE LABOR CODE.

WHEREAS, the City of _____ finds its best interest will be served by utilizing volunteers in the provision of certain government services; and

WHEREAS, said volunteers should be eligible for workers' compensation coverage while on duty;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of _____ does hereby:

1. Find and determine that the public interest is best served by providing workers' compensation coverage for City volunteer workers as specified by the City Manager; and
2. Provide eligibility for said volunteers for workers' compensation benefits which will be applicable during the time the person actually performs volunteer services, provided, however, that the rights of volunteers shall be limited as set forth in the Labor Code.

PASSED, APPROVED AND ADOPTED THIS _____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

Note: Use this form if your agency has adopted a resolution providing workers' compensation to volunteers.

**VOLUNTEER PROGRAM
ACKNOWLEDGEMENT OF WORKERS' COMPENSATION**

I hereby acknowledge that as a volunteer for the Agency in the capacity of _____, I am not an employee of the Agency, but that I am covered under the Agency's workers' compensation plan since the Agency has adopted a resolution extending workers' compensation coverage to certain volunteers in specified categories pursuant to Labor Code Section 3363.5.

As a volunteer who is covered under the Agency's workers' compensation plan, I expressly agree and acknowledge that workers' compensation is my exclusive remedy for any injury suffered while performing said volunteer duties, and that I cannot and will not seek to bring any other claim or actions of any type whatsoever against the Agency, its employees, officers, agencies, other volunteers and officials.

Date: _____

Signature: _____

Print Name: _____

Parent or Guardian Signature (if minor):

Witness: _____

Note: Use this form if your agency has not adopted a resolution providing workers' compensation to volunteers.

VOLUNTEER PROGRAM WAIVER AND RELEASE

I hereby acknowledge that as a volunteer for the Agency in the capacity of _____, I am not an employee of the Agency and that I am not covered under the Agency's workers' compensation plan. I intend to perform voluntary services for the Agency without compensation.

As a condition of performing the above referenced volunteer duties, I hereby knowingly and unequivocally waive, release and discharge any and all rights that I, my heirs, assigns, agents or other representatives may have or which hereafter may accrue to me, to file any claim, lawsuit and/or any other cause of action against the Agency, its employees, officers, agencies, other volunteers and officials as a result of performing said volunteer services. In granting this full and complete release and waiver of liability on the part of the Agency, I specifically waive California Civil Code Section 1542, which states:

A general release does not extend to claims, which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.

I expressly desire to release the Agency, its employees, officers, agencies, other volunteers and officials from any financial responsibility to me for any personal injury and/or property damage I may incur as a result of my voluntary services, even when it results from the negligence, both active and passive, of the Agency and/or its employees.

I understand that accidents and injuries can arise out of my volunteer activities; knowing the risk, nevertheless, I hereby agree to assume those risks and to release and to hold harmless the Agency, its employees, officers, agencies, other volunteers and officials,

who (through negligence or carelessness) might otherwise be liable to me (or my heirs, assigns, agents or other representatives) for damages.

No promise, inducement, or agreement has been made to me to induce me to release the Agency from liability for any personal injury and/or property damage incurred by me as a result of my voluntary services, nor has any promise, inducement, or agreement been made to me in return for the express waiver of rights referred to above.

Declaration of Witness

The above individual, in my presence, acknowledged that he/she had read and fully understood the meaning and consequences of the Waiver and Release of All Claims, and he/she signed it in my presence.

Date: _____

Signature: _____

Print Name: _____

Parent or Guardian Signature (if minor):

Witness: _____

VOLUNTEER PROGRAM VOLUNTEER HANDBOOK

I. OVERVIEW

The volunteer program is designed to coordinate and manage all volunteer efforts, which support existing services provided to the community. The program addresses community service needs, while placing special emphasis on the Agency's priorities. With this in mind, it is important to effectively match individuals and others interested in providing volunteer services to Agency departments that have exciting and fun work opportunities.

The purpose of this handbook is to provide guidance and direction to staff and volunteers alike. As you begin volunteering for the Agency, you may have questions. This handbook is intended to help you answer those questions and to give you the information necessary to help make your time spent volunteering a positive experience.

II. MISSION

The Agency's volunteer program is committed to encouraging community participation and the comprehensive coordination of volunteers to enhance municipal services.

The volunteer program objectives are:

- A. To develop a reliable and varied skilled network of human resources to support the delivery of services to the community.
- B. To provide opportunities for all segments of the community to participate in local government.
- C. To bring together volunteer resources and augment municipal services including, but not limited to the following areas: recreation and leisure services, park maintenance, literacy improvement, gang and substance prevention, public safety, information and service referrals, and maintenance of Agency facilities and other public grounds.

III. OFFICE OF VOLUNTEER SERVICES

The Coordinator of Volunteer Services is located within the Human Resources Department, and is responsible for coordination of staff and volunteers so that their combined efforts jointly enrich and expand opportunities for the delivery of quality services to the community. The Coordinator of Volunteer Services is responsible for planning the effective use of volunteers, assisting staff in identifying productive and creative roles, recruiting suitable volunteers, and tracking and evaluating their contribution to the Agency.

IV. BECOMING A VOLUNTEER

We are pleased that you have expressed interest in becoming a volunteer with the Agency. Others like you have volunteered for many reasons, including learning new skills, meeting new people or making a difference in our community.

Each volunteer must complete an initial information form and liability waiver form. It is important for us to know of any medical conditions which may affect your volunteering. If you are a minor, your parents must also sign these forms. No one may volunteer unless a completed liability waiver form is on file Human Resources Department.

All volunteers go through a formal screening process and must be accepted by the Agency as a volunteer. The amount of screening will depend upon the type of volunteer opportunity you choose. A minimum of two references will be contacted. Also, a motor vehicle driving record check and/or a criminal record background check may occur.

Upon completion of the screening process, you will receive an orientation from the Coordinator of Volunteer Services. You will also receive specific training from the staff member to whom you will report.

V. BEING A VOLUNTEER

A. Agency Policies

There are several Agency policies that apply to volunteers. Please refer to the Section VI for highlighted information regarding these issues and policies. Complete copies of these policies are available in the Human Resources Department.

B. Insurance

Liability insurance is provided to you as a volunteer for the Agency. As a volunteer, you are covered by the Agency's general liability policy so long as you are acting within the scope and course of your assigned duties.

Automobile insurance follows the automobile. If you are driving an Agency vehicle, Agency insurance will be in effect. Likewise, if you are driving your own vehicle, even while on Agency business, your automobile insurance will be applicable on a primary basis per the California Vehicle Code, CVC 17152.

We conduct a motor vehicle driving record check for all volunteers who drive as part of their volunteer work, so we ask that you provide proof of

insurance and a copy of your driver's license to the Human Resources Department if this applies to you.

C. Expenses

Volunteers are reimbursed for expenses which have been pre-approved by your supervisor. Mileage will also be reimbursed if pre-approved by your supervisor. You may, however, claim a mileage tax deduction instead of taking the reimbursement. Please consult with your accountant or the Internal Revenue Service for current mileage reimbursement rates or tax benefits. If you do choose to claim mileage, you will be required to complete the Agency's mileage reimbursement form and obtain approval from your supervisor before payment can be made to you.

You may also be eligible for a number of other tax benefits as a volunteer under the general charitable contribution deduction of the Internal Revenue Code. Deductions are explained in Internal Revenue Service Publication Number 526, Income Tax Deduction for Contributions. A copy of this document is available in the Human Resources Department. Please be sure and check with your tax advisor or the Internal Revenue Service for specific deductions allowed, as the Agency does not provide this service.

D. Volunteer Hours

The Agency must keep track of the hours you volunteer to assure coverage under our self-insured liability and workers' compensation programs. Time records are used to determine how service levels have increased and which services have been enhanced by volunteers. Timesheets are to be filled out each time a volunteer works, at the end of the month, or whenever stipulated by the supervisor. Each volunteer is asked to follow this practice. Volunteers might also want to maintain this record to document their experience and commitment.

E. Placement and Schedules

Work schedules of volunteers are diverse and varied depending on the department, program and or location of volunteers. Volunteers should work with their supervisor to set a schedule that is mutually acceptable. If a volunteer cannot make it to his or her assignment on a scheduled day, the volunteer should notify his or her job supervisor as soon as possible.

F. Volunteer Duties

A description of your assignment will be developed prior to your volunteer placement so that you are provided a clear, complete and current description of the duties and responsibilities of your assignment. In

addition, a listing of volunteer assignment qualifications, a designated work space and supervisor will also be provided.

You may not perform professional services for which certification is required, unless you already hold the appropriate certificate or license, and have received approval from the Coordinator of Volunteer Services. Upon seeking approval, please make sure to provide copies of any certificates or licenses, including any special driving licenses, first aid or CPR certification.

G. Problem Solving

If a problem should arise concerning any condition of your volunteering with the Agency, you should attempt to reconcile the matter with your supervisor. All volunteers are encouraged to attempt to settle problems or issues requiring attention within the department to which the volunteer is assigned. However, if you feel that a workable agreement or a satisfactory solution to your problem has not been reached from discussion within the department, then notify the Coordinator of Volunteer Services.

H. Other Responsibilities

1. Keep your work commitment.
2. Inform your supervisor if you have a planned absence.
3. Accept training and participate in other job development activities.
4. Adhere to all confidential requirements in the course of carrying out duties and responsibilities.
5. Never use job knowledge or contacts for personal gain.
6. Treat citizens, co-workers and others with respect.
7. Be aware of procedures and rules, including safety rules.
8. Report all on-the-job accidents and injuries to your supervisor immediately.
9. Report any unsafe practices or procedures to your supervisor.
10. Cooperate and assist in the investigation of any work accident.
11. Follow personal hygiene and grooming habits, as well as manner of dress, that allow you to safely complete volunteer duties.

12. Obtain and wear/use any specialized safety clothing or equipment.
13. Wear seat belts when driving on Agency business.
14. Be cooperative by accepting instructions, guidance, and suggestions from staff.

If you have questions about any of this information, you should speak with your supervisor or the Coordinator of Volunteer Services.

I. Recognition

Because we feel that volunteers are invaluable resources, various awards and activities are planned each year, and are part of our efforts to recognize volunteers for helping make our community a better place to live. Please inquire with the Human Resources Department to find out more information.

VI. AGENCY POLICIES

A. Risk Management

Risk management explores safety risks involved in work and volunteer tasks. The Coordinator of Volunteer Services and the Risk Manager work together to minimize any potential risks to the volunteer or Agency. This means that before volunteers begin their service, the supervisor is responsible for informing the volunteer of safe work practices as required for all employees. Any injury to the volunteer or losses to any third party which involved a volunteer must be reported and processed in accordance with existing Agency policies on matters of this nature.

B. Accidents in Agency Vehicles

In the event of an accident involving an Agency vehicle or your own vehicle, you should immediately contact the local police. You are also responsible for immediately notifying your supervisor, who will help you complete an accident investigation form along with any other required documents.

Any volunteer, during the course of volunteering, involved in a serious motor vehicle accident may be required to take a urine, blood or breath test to determine whether or not that volunteer's ability to drive was impaired by alcohol or a controlled substance as defined by state statutes. For purposes of this policy, a serious accident is defined as one that injures someone, or where property damage exceeds \$750.

C. Smoking

Smoking is prohibited in all Agency facilities, including all Agency vehicles. Volunteers and employees who wish to smoke may do so outside the building.

D. Alcohol

Volunteers shall not consume or possess alcoholic beverages on conducting any Agency business or on any Agency premises. Volunteers who violate this policy are subject to immediate dismissal.

E. Drugs

Any volunteer who uses, brings, possesses or is suspected of being under the influence of any form of narcotic, drug, or hallucinogen, except prescribed drugs and under the direction of a physician, is subject to immediate dismissal. In addition, any volunteer who transfers, sells, or attempts to sell same on Agency property or while on Agency business, at any time, is subject to immediate dismissal.

F. Software Piracy

The Agency complies with all copyright laws for software programs installed and used on Agency-owned computers. Volunteers are expected to adhere to the Agency's policy, which includes prohibiting the use of unauthorized copies of software on Agency computers; prohibiting the installation of software on Agency computers that was not purchased through appropriate Agency policies; and understanding that all computers, software and computer information is Agency property. Therefore, all who use Agency computers cannot assume any right to privacy in such use.

G. Volunteers Serving Minors and Elderly Populations

The Agency will exercise appropriate care in the placement of volunteers into positions serving populations that include minors, the elderly or the frail, and individuals with disabilities. Depending on the nature of the assignment, volunteers may be required to be fingerprinted and submit to a background check. You will be informed if fingerprinting is required for your position. Volunteers who do not agree to the required screening may be refused an assignment.

H. Harassment

All Agency workers have a right to work in an environment free from all forms of discrimination and conduct which can be considered harassing, coercive or disruptive. Consistent with the Agency's respect for the rights

and dignity of each employee and volunteer, harassment based on race, color, religion, sex, national origin, age, disability, sexual orientation or any characteristic protected by law, will not be sanctioned or tolerated.

I. Dismissal

Volunteers who do not adhere to the rules, policies and regulations of the Agency, or fail to perform their assignments satisfactorily, are subject to dismissal. A volunteer may be dismissed at any time. The Agency reserves the right to request that a volunteer leave immediately if circumstances warrant such action.

J. Attendance Policy

Volunteers are expected to always be prompt and on time in reporting for their assignment. Being late may inconvenience those who are counting on your presence. If unforeseen circumstances make you late, please notify your supervisor in advance. For those times when you are ill and unable to work, call your supervisor or department as early in the day as possible. Failure to appear for your shift without notifying your staff supervisor may result in your dismissal from the volunteer program.

K. Use of Minor Volunteers

Because of various liability concerns, the Agency does not encourage the use of volunteers who are under 15 years of age.

VII. CODE OF ETHICS

We encourage you to read and practice the following code of ethics for volunteers:

As a volunteer, I realize that I am subject to a code of ethics similar to that which binds the professionals in the fields in which I work. Like them, I assume certain responsibilities and expect to account for what I do in terms of what I am expected to do.

- A. I will keep confidential matters confidential.
- B. I interpret 'volunteer' to mean that I have agreed to work without compensation, but having been accepted as a worker, I expect to do my work according to standards.
- C. I promise to work with an attitude of open-mindedness; to be willing to be trained for the assignment; to bring to the assignment interest and attention.

- D. I realize that I may have personal and educational qualities that my co-workers may not have and that I should use these to enrich the projects which we are working on together.
- E. I realize, also, that I may lack personal or educational qualities that my co-workers have, but I will not let this make me feel inadequate, but will contribute to the team with the assets that I have.
- F. I understand that I am expected to live up to my work commitment, and I will give ample notice if I cannot fulfill it.
- G. I believe that my attitude toward volunteer work should be professional.
- H. I believe that I have an obligation to my work, to those who direct it, to my colleagues, to those for whom it is done, and to the public.

VIII. VOLUNTEER RIGHTS

Each volunteer in the Agency is viewed as an important part of the organization's ability to get the job done. As a volunteer you are accorded rights as individuals and volunteers. Below are some of the rights volunteers may expect during their tenure with the Agency. In addition, please refer to Attachment A, the Volunteer Protection Act of 1997.

- A. Volunteers are to be treated with respect and courtesy.
- B. Volunteers are to receive proper training for the job to be done.
- C. Volunteers are to be informed about any reimbursement policy, e.g. for the use of private cars, etc.
- D. Volunteers are not to be discriminated against because of race, ethnicity, religion, gender, age, handicap, marital status, family, or sexual orientation.
- E. Volunteers will receive information on issues regarding legal protection, liability and other concerns.
- F. Volunteers will be recognized for their efforts in providing program services.
- G. Volunteers will be treated as co-workers.
- H. Volunteers will know as much about the organization as possible.
- I. Volunteers will be evaluated and receive recognition.

VOLUNTEER PROGRAM VOLUNTEER AGREEMENT

The Agency gratefully accepts _____ into its volunteer program. The Human Resources Department will do its very best to make the volunteer's experience productive, fun and rewarding. To that end, this agreement addresses the commitments made by the Agency and the volunteer.

The Human Resources Department commits to the following:

- To provide training and support for the volunteer so that he or she may be confident in the assignment.
- To provide diligent guidance, supervision and feedback on performance.
- To respect the skills, individual needs and dignity of the volunteer.
- To be receptive to comments and suggestions from the volunteer.
- To treat the volunteer as an equal co-worker with paid staff, jointly responsible for the completion of the Agency's mission.

The volunteer commits to the following:

- To perform assigned duties to the best of his or her ability, and to inform the Agency if changes in his or her situation or health would interfere with the safe and timely performance of these duties.
- To adhere to Agency rules, policies and procedures, including recordkeeping and confidentiality of Agency and client information.
- To meet time and duty commitments, or to provide adequate notice so that alternative arrangements can be made.

Agreed to:

Volunteer: _____ Date: _____

Coordinator: _____ Date: _____

VOLUNTEER PROGRAM VOLUNTEER SERVICE STATEMENT

In performing the service specified in my volunteer job description, I acknowledge:

- I have attended the Agency's volunteer orientation program and have been given a copy of the Volunteer Manual, which includes a volunteer handbook, my job description, policies and procedures and safety information;
- I have acquainted myself with what is required to perform my tasks, and represent that I have the skill and ability to perform them and know of no reason, medical or otherwise, which would prevent me from performing the tasks required;
- I will adhere to the safety training provided by the supervisor and assume full responsibility for my own safety;
- I will perform my volunteer service in compliance with the standards and specifications established for my position.

Volunteer's Signature: _____ Date: _____

VOLUNTEER PROGRAM VOLUNTEER BILL OF RIGHTS

On behalf of the citizens of the Agency, the mayor and city council affirm that members of the corps of volunteers have the right to:

Meaningful work which meets their interests and needs;

Respect for the individual's skills and dignity;

Recognition of their contributions;

Confidentiality in all personal matters and records;

Accurate records of volunteer service;

Equal partnership with paid staff team members;

A published job description for each assignment;

Orientation to the volunteer program and specific job training;

Guidance and support of a program supervisor;

Frequent communication and performance feedback;

Ability to change assignments;

A place for discussing for issues and suggestions;

An open door with the Coordinator of Volunteer Services.

**VOLUNTEER PROGRAM
PERFORMANCE REVIEW**

Name: _____ Date: _____

Assignment: _____

How many hours has the volunteer worked in this assignment? _____

Check the level which best describes the volunteer's performance:

	Excellent	Good	Fair	Poor
Dependability	_____	_____	_____	_____
Ability to Perform Duties	_____	_____	_____	_____
Quality of Work	_____	_____	_____	_____
Initiative	_____	_____	_____	_____
Attitude Toward Job	_____	_____	_____	_____
Attitude Toward Others	_____	_____	_____	_____
Overall Suitability for the Job	_____	_____	_____	_____

Comments:

Prepared by: _____ Date: _____

Volunteer's Signature: _____ Date: _____

VOLUNTEER PROGRAM EXPENSE CLAIM FORM

Volunteer: _____ Supervisor: _____

Assignment: _____ Department: _____

Date of Expense	Description of Expense	Amount

Volunteer Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

Charge Account: _____ Date Paid: _____

Attach Receipts for all Listed Expenses

VOLUNTEER PROGRAM TIME SHEET

Name: _____ Supervisor: _____

Assignment: _____ Department: _____

Month: _____

Enter the total number of volunteer hours worked for each day. Total all hours worked in each week, and enter it in the "Total" column.

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Total
Week 1								
Week 2								
Week 3								
Week 4								
Week 5								

Volunteer Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

VOLUNTEER PROGRAM VOLUNTEER REQUEST FORM

Department: _____

Contact for Volunteer Position: _____

Phone: _____

Email: _____

Person Completing this Form: _____

Check one:

____ Long-Term Volunteer ____ Short-Term Volunteer ____ Group Volunteer Project

Brief Job Description:

Volunteer's Position Title:

Volunteer will be Supervised by:

Will the volunteer supervisor be readily available to the volunteer? ____ Yes ____ No

Start Date: _____ Finish Date: _____

Location of Volunteer Assignment:

1. What will the volunteer be doing? Please be as clear as possible and list the activities. NOTE: You may attach your own job description for Question 1; however, Questions 2 through 12 must be completed on this form.
[Sample job descriptions are available through the Human Resources Department]

2. What are the minimal qualifications/skills needed for the volunteer position?

3. What orientation and training will the volunteer receive?

4. Will the volunteer supervise anyone else? ____ Yes ____ No
If yes, please explain:

5. Number Requested: ____ Minimum Hours: ____ Per (period): ____

Weekday

__ Mornings

__ Afternoons

__ Evenings

Saturday

__ Mornings

__ Afternoons

__ Evenings

Sunday

__ Mornings

__ Afternoons

__ Evenings

Schedule details: _____

6. Is this position appropriate for individuals who have been assigned community service through the Department of Corrections for low-level offenders?
____ Yes ____ No

7. This Project Is Appropriate For:

____ Individuals ____ Groups ____ Adults ____ Youth ____ Families

Minimum Age: _____

8. Is free parking available? ____ Yes ____ No

If not, what is the cost? _____

9. Will the volunteer report to a location on a bus route? ____ Yes ____ No

How far is it to the closest bus stop? _____

10. If the volunteer is there over mealtime, will a meal be provided at no charge?

____ Yes ____ No

11. Is this site accessible to people with disabilities? ____ Yes ____ No

Please list any difficult areas (e.g.: narrow hallways, stairs, no elevator, uneven walkways, long walks, non-accessible bathrooms, lifting, carrying, computer work, transportation, etc.):

12. What screening procedures are required for the volunteer applying for this position?

- ____ Background Check
- ____ Auto Insurance Verification
- ____ Driver's License Verification
- ____ DMV Report
- ____ References
- ____ Other (Please Specify):

VOLUNTEER PROGRAM RISK MANAGEMENT CHECKLIST

Volunteer Name: _____

Anticipated Dates of Volunteer Service: _____

☐ Volunteer Application Completed [Date: _____]

☐ Volunteer Agreement Signed [Date: _____]

☐ Volunteer Acknowledgment of Worker's Compensation Signed [Date: _____]

☐ Volunteer Waiver and Release Signed [Date: _____]

☐ Volunteer Service Statement Signed [Date: _____]

☐ Volunteer Manual Provided to Volunteer [Date: _____]

☐ License Verification Obtained [Date: _____]

☐ Certification Verification Obtained (copy attached) [Date: _____]

☐ Health/Physical Issues Addressed and Reviewed (medical notes/records attached, if necessary) [Date: _____]

ATTACHMENT A VOLUNTEER PROTECTION ACT OF 1997

This is the text of Public Law 105-19; the Volunteer Protection Act of 1997 as signed into law by President Clinton on June 18, 1997:

One Hundred Fifth Congress of the United States of America

At The First Session

Begun and held at the City of Washington on Tuesday, the seventh day of January, one thousand nine hundred and ninety-seven.

An Act

To provide certain protections to volunteers, nonprofit organizations, and governmental entities in lawsuits based on the activities of volunteers. Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled.

Section 1. Short Title

This Act may be cited as the 'Volunteer Protection Act of 1997'.

Section 2. Findings And Purpose

(a) Findings. The Congress finds and declares that:

- (1) The willingness of volunteers to offer their services is deterred by the potential for liability actions against them;
- (2) As a result, many nonprofit public and private organizations and governmental entities, including voluntary associations, social service agencies, educational institutions, and other civic programs, have been adversely affected by the withdrawal of volunteers from boards of directors and service in other capacities;
- (3) The contribution of these programs to their communities is thereby diminished, resulting in fewer and higher cost programs than would be obtainable if volunteers were participating;
- (4) Because Federal funds are expended on useful and cost-effective social service programs, many of which are national in scope, depend heavily on volunteer participation, and represent some of the most successful public-private partnerships, protection of volunteerism through clarification and limitation of the personal liability risks assumed by the volunteer in connection with such participation is an appropriate subject for Federal legislation;

(5) Services and goods provided by volunteers and nonprofit organizations would often otherwise be provided by private entities that operate in interstate commerce;

(6) Due to high liability costs and unwarranted litigation costs, volunteers and nonprofit organizations face higher costs in purchasing insurance, through interstate insurance markets, to cover their activities; and

(7) Clarifying and limiting the liability risk assumed by volunteers is an appropriate subject for Federal legislation because:

(A) Of the national scope of the problems created by the legitimate fears of volunteers about frivolous, arbitrary, or capricious lawsuits;

(B) The citizens of the United States depend on, and the Federal Government expends funds on, and provides tax exemptions and other consideration to, numerous social programs that depend on the services of volunteers;

(C) It is in the interest of the Federal Government to encourage the continued operation of volunteer service organizations and contributions of volunteers because the Federal Government lacks the capacity to carry out all of the services provided by such organizations and volunteers; and

(D)(i) Liability reform for volunteers, will promote the free flow of goods and services, lessen burdens on interstate commerce and uphold constitutionally protected due process rights; and (ii) therefore, liability reform is an appropriate use of the powers contained in article 1, section 8, clause 3 of the United States Constitution, and the fourteenth amendment to the United States Constitution.

(b) Purpose. The purpose of this Act is to promote the interests of social service program beneficiaries and taxpayers and to sustain the availability of programs, nonprofit organizations, and governmental entities that depend on volunteer contributions by reforming the laws to provide certain protections from liability abuses related to volunteers serving nonprofit organizations and governmental entities.

Section 3. Preemption And Election of State Non-applicability

(a) Preemption. This Act preempts the laws of any State to the extent that such laws are inconsistent with this Act, except that this Act shall not preempt any State law that provides additional protection from liability relating to volunteers or to any category of volunteers in the performance of services for a nonprofit organization or governmental entity.

(b) Election Of State Regarding Non-applicability. This Act shall not apply to any civil action in a State court against a volunteer in which all parties are citizens of the State if

such State enacts a statute in accordance with State requirements for enacting legislation:

- (1) Citing the authority of this subsection;
- (2) Declaring the election of such State that this Act shall not apply, as of a date certain, to such civil action in the State; and
- (3) Containing no other provisions.

Section 4. Limitation On Liability For Volunteers

(a) Liability Protection For Volunteers. Except as provided in subsections (b) and (d), no volunteer of a nonprofit organization or governmental entity shall be liable for harm caused by an act or omission of the volunteer on behalf of the organization or entity if:

(1) The volunteer was acting within the scope of the volunteer's responsibilities in the nonprofit organization or governmental entity at the time of the act or omission;

(2) If appropriate or required, the volunteer was properly licensed, certified, or authorized by the appropriate authorities for the activities or practice in the State in which the harm occurred, where the activities were or practice was undertaken within the scope of the volunteer's responsibilities in the nonprofit organization or governmental entity;

(3) The harm was not caused by willful or criminal misconduct, gross negligence, reckless misconduct, or a conscious, flagrant indifference to the rights or safety of the individual harmed by the volunteer; and

(4) The harm was not caused by the volunteer operating a motor vehicle, vessel, aircraft, or other vehicle for which the State requires the operator or the owner of the vehicle, craft, or vessel to:

(A) Possess an operator's license; or

(B) Maintain insurance.

(b) Concerning Responsibility Of Volunteers To Organizations And Entities.

Nothing in this section shall be construed to affect any civil action brought by any nonprofit organization or any governmental entity against any volunteer of such organization or entity.

(c) No Effect On Liability Of Organization Or Entity. Nothing in this section shall be construed to affect the liability of any nonprofit organization or governmental entity with respect to harm caused to any person.

(d) Exceptions To Volunteer Liability Protection. If the laws of a State limit volunteer liability subject to one or more of the following conditions, such conditions shall not be construed as inconsistent with this section:

(1) A State law that requires a nonprofit organization or governmental entity to adhere to risk management procedures, including mandatory training of volunteers.

(2) A State law that makes the organization or entity liable for the acts or omissions of its volunteers to the same extent as an employer is liable for the acts or omissions of its employees.

(3) A State law that makes a limitation of liability inapplicable if the civil action was brought by an officer of a State or local government pursuant to State or local law.

(4) A State law that makes a limitation of liability applicable only if the nonprofit organization or governmental entity provides a financially secure source of recovery for individuals who suffer harm as a result of actions taken by a volunteer on behalf of the organization or entity. A financially secure source of recovery may be an insurance policy within specified limits, comparable coverage from a risk pooling mechanism, equivalent assets, or alternative arrangements that satisfy the State that the organization or entity will be able to pay for losses up to a specified amount.

Separate standards for different types of liability exposure may be specified.

(e) Limitation On Punitive Damages Based On The Actions Of Volunteers:

(1) General Rule. Punitive damages may not be awarded against a volunteer in an action brought for harm based on the action of a volunteer acting within the scope of the volunteer's responsibilities to a nonprofit organization or governmental entity unless the claimant establishes by clear and convincing evidence that the harm was proximately caused by an action of such volunteer which constitutes willful or criminal misconduct, or a conscious, flagrant indifference to the rights or safety of the individual harmed.

(2) Construction. Paragraph (1) does not create a cause of action for punitive damages and does not preempt or supersede any Federal or State law to the extent that such law would further limit the award of punitive damages.

(f) Exceptions To Limitations On Liability:

(1) In General. The limitations on the liability of a volunteer under this Act shall not apply to any misconduct that:

(A) Constitutes a crime of violence (as that term is defined in section 16 of title 18, United States Code) or act of international terrorism (as that term is defined in section 2331 of title 18) for which the defendant has been convicted in any court;

(B) Constitutes a hate crime (as that term is used in the Hate Crime Statistics Act (28 U.S.C. 534 note));

(C) Involves a sexual offense, as defined by applicable State law, for which the defendant has been convicted in any court;

(D) Involves misconduct for which the defendant has been found to have violated a Federal or State civil rights law; or

(E) Where the defendant was under the influence (as determined pursuant to applicable State law) of intoxicating alcohol or any drug at the time of the misconduct.

(2) Rule Of Construction. Nothing in this subsection shall be construed to effect subsection (a)(3) or (e).

Section 5. Liability For Non-economic Loss

(a) General Rule. In any civil action against a volunteer, based on an action of a volunteer acting within the scope of the volunteer's responsibilities to a nonprofit organization or governmental entity, the liability of the volunteer for non-economic loss shall be determined in accordance with subsection (b).

(b) Amount Of Liability:

(1) In General. Each defendant who is a volunteer, shall be liable only for the amount of non economic loss allocated to that defendant in direct proportion to the percentage of responsibility of that defendant (determined in accordance with paragraph (2)) for the harm to the claimant with respect to which that defendant is liable. The court shall render a separate judgment against each defendant in an amount determined pursuant to the preceding sentence.

(2) Percentage Of Responsibility. For purposes of determining the amount of non-economic loss allocated to a defendant who is a volunteer under this section, the trier of fact shall determine the percentage of responsibility of that defendant for the claimant's harm.

Section 6. Definitions

For purposes of this Act:

(1) Economic Loss. The term 'economic loss' means any pecuniary loss resulting from harm (including the loss of earnings or other benefits related to employment, medical expense loss, replacement services loss, loss due to death, burial costs, and loss of business or employment opportunities) to the extent recovery for such loss is allowed under applicable State law.

(2) Harm. The term 'harm' includes physical, nonphysical, economic, and non-economic losses.

(3) Non-economic Losses. The term 'non-economic losses' means losses for physical and emotional pain, suffering, inconvenience, physical impairment, mental anguish, disfigurement, loss of enjoyment of life, loss of society and companionship, loss of consortium (other than loss of domestic service), hedonic damages, injury to reputation and all other non-pecuniary losses of any kind or nature.

(4) Nonprofit Organization. The term 'nonprofit organization' means:

(A) Any organization which is described in section 501(c)(3) of the Internal Revenue Code of 1986 and exempt from tax under section 501(a) of such Code and which does not practice any action which constitutes a hate crime referred to in subsection (b)(1) of the first section of the Hate Crime Statistics Act (28 U.S.C. 534 note); or

(B) Any not-for-profit organization which is organized and conducted for public benefit and operated primarily for charitable, civic, educational, religious, welfare, or health purposes and which does not practice any action which constitutes a hate crime referred to in subsection (b)(1) of the first section of the Hate Crime Statistics Act (28 U.S.C. 534 note).

(5) State. The term 'State' means each of the several States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Northern Mariana Islands, any other territory or possession of the United States, or any political subdivision of any such State, territory, or possession.

(6) Volunteer. The term 'volunteer' means an individual performing services for a nonprofit organization or a governmental entity who does not receive:

(A) Compensation (other than reasonable reimbursement or allowance for expenses actually incurred); or

(B) Any other thing of value in lieu of compensation, in excess of \$500 per year, and such term includes a volunteer serving as a director, officer, trustee, or direct service volunteer.

Section 7. Effective Date

(a) In General. This Act shall take effect 90 days after the date of enactment of this Act.

(b) Application. This Act applies to any claim for harm caused by an act or omission of a volunteer where that claim is filed on or after the effective date of this Act but only if the harm that is the subject of the claim or the conduct that caused such harm occurred after such effective date.

RESOLUTION NO. 2019-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, PROVIDING WORKERS' COMPENSATION COVERAGE FOR CERTAIN CITY VOLUNTEERS PURSUANT TO THE PROVISIONS OF SECTION 3363.5 OF THE LABOR CODE.

WHEREAS, the City of Imperial finds its best interest will be served by utilizing volunteers in the provision of certain government services; and

WHEREAS, said volunteers should be eligible for workers' compensation coverage while on duty;

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

1. Find and determine that the public interest is best served by providing workers' compensation coverage for City volunteer workers as specified by the City Manager; and

2. Provide eligibility for said volunteers for workers' compensation benefits which will be applicable during the time the person actually performs volunteer services, provided, however, that the rights of volunteers shall be limited as set forth in the Labor Code.

PASSED, APPROVED AND ADOPTED at a Regular meeting of the City Council of the City of Imperial this 6th day of March, 2019.

P. Robert Amparano, Mayor

ATTEST:

Debra Jackson, City Clerk

DATE SUBMITTED February 27, 2019
 SUBMITTED BY City Attorney/Community Development
 DATE ACTION REQUIRED March 6, 2019

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: Ratification of consideration to be paid for acquisition of right of way for installation of water and sewer facilities.

DEPARTMENT INVOLVED: Community Development/City Attorney

BACKGROUND/SUMMARY: This action involves property located on the west side of Clark road/P Street north of Aten. The property is currently in the unincorporated area of the County of Imperial. During the course of discussion between the city and property owner concerning annexation, the city determined that it needed right of way for the installation of water and sewer lines. Those discussions culminated in a grant of easement from the property owner in exchange for a credit of one EDU for water and one EDU for sewer. The council approved the consideration and accepted the grant of easement during a council meeting of May 6, 2015. The city later determined that additional right of way was necessary and, on May 18, 2016, the council accepted a grant of easement for additional right of way. Staff at the time determined that appropriate compensation for the additional right of way would be \$20,000.00 and that the owner would realize said payment in the form of building permit credit.

FISCAL IMPACT: Water and wastewater capital improvement accounts in an amount not to exceed \$20,000.00.

F.O. INITIALS _____

STAFF RECOMMENDATION: Ratify prior staff action relating to consideration to be paid for acquisition of right of way.

MANAGER'S RECOMMENDATION:

MANAGER'S INITIALS 

MOTION:

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