

**AGENDA
CITY COUNCIL
CITY OF IMPERIAL
200 WEST 9TH STREET
IMPERIAL, CA 92251-1637
JULY 21, 2021
CLOSED SESSION 6:30 PM
OPEN SESSION 7:00 PM**

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

1. You are encouraged to observe the City Council meetings via Livestream at the City of Imperial Facebook page.
2. Email public comments to cityclerk@cityofimperial.org by 5:00 pm on Wednesday, July 21, 2021. Comments received by 5:00 pm will be read into the record.

TELECONFERENCE NOTICE

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

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

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

A. CITY COUNCIL CONVENES TO CLOSED SESSION AT 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.

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

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

Agency Negotiators: City Manager
Employee Organization Management, Supervisory, Professional, Confidential, and Police Captain/Unrepresented

A-3. SUBJECT: EMPLOYEE PERFORMANCE EVALUATION (54954.5(e))

Title: City Manager

CITY COUNCIL ADJOURNS CLOSED SESSION

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

ROLL CALL

PLEDGE OF ALLEGIANCE

ADJUSTMENTS TO THIS AGENDA

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

C. PUBLIC APPEARANCES:

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

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

D. CONSENT AGENDA:

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

- D-1.** Approval of claims/warrants report.
- D-2.** Continue emergency action for repairs at the Aten Blvd. and Cross Rd. intersection as declared by Resolution 2021-07.
- D-3.** Approval of minutes for regular and special City Council meetings of May 19, 2021, June 2, 2021, and June 16, 2021.
- D-4.** Approval of agreement between City of Imperial and Code Exxperts for website development services for the term of one (1) year in the amount of \$20,298.94.
- D-5.** Authorize partial reconveyance to Morningside Ventures LLC for lots 355-363 and 391-399 per FM 27/86 – Mayfield Subdivision Unit 3C.
- D-6.** Approve purchase of maintenance parts and service for Alum Pump – Water Treatment Plant from CPC Systems in the amount of \$12,990.34 + 15% factory increase after July 9, 2021.
- D-7.** Approve purchase of signal system upgrade from Western Systems Solutions in the amount of \$118,292.29 – Streets.
- D-8.** Approval to reject bids and authorize re-bid of the Imperial Apartment Rehabilitation Project.
- D-9.** Approval of 1st amendment to employment agreement between City Manager and City of Imperial.
- D-10.** Approval of 1st amendment to employment agreement between Police Chief and City of Imperial.
- D-11.** Approval of Resolution No. 2021-46, Establishing benefits for unrepresentative employees of the City of Imperial.
- D-12.** Ratification of Parks Director job description.
- D-13.** Ratification of Financial Analyst job description.
- D-14.** Establishment of Records Clerk job description and range classification.

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

E-1. SUBJECT: DISCUSSION/ACTION: RENAMING OF SKY RANCH PARK TO “DEPUTY ANTHONY REDONDO MEMORIAL PARK”.

1. Approval of Resolution No. 2021-47, Rename Sky Ranch Park as “Deputy Anthony Redondo Memorial Park”.

E-2. SUBJECT: DISCUSSION/ACTION: ZONE CHANGE AND GENERAL PLAN AMENDMENT FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO OS (OPEN SPACE) ON THE FOLLOWING ASSESOR PARCEL NUMBER: 063-250-011 AND ADOPTION OF NEGATIVE DECLARATION.

1. Adoption/2nd reading by title only of Ordinance No. 812, Approving the Zone Change and General Plan Amendment from R-1 (Single-family Residential) to OS (Open Space).
2. Adoption of Resolution No. 2021-48, reaffirming the adoption of a Mitigated Negative Declaration and General Plan Amendment.

E-3. SUBJECT: DISCUSSION/ACTION: APPOINTMENT OF CITY CLERK AND ESTABLISHMENT OF COMPENSATION.

1. Appointment of City Manager as Interim City Clerk.
2. Adoption of Resolution No. 2021-49, Amending compensation for the position of City Clerk.

E-4. SUBJECT: DISCUSSION/ACTION: OPPOSITION OF SB 262.

1. Support/Oppose SB 262- Zero Bail Legislation.

F. REPORTS:

F-1. SUBJECT: DEPARTMENT REPORTS.

F-2. SUBJECT: CITY MANAGER REPORT.

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

ADJOURN CITY COUNCIL MEETING UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, AUGUST 4, 2021 AT 7:00 P.M.

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

Check Register Report

Date: 07/15/2021

Time: 10:33 am

Page: 4

CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
99505	06/30/21	Printed			1599	ACE UNIFORMS & ACCESSORIES		226.24
99506	06/30/21	Printed			195	ALLIED WASTE		127,722.59
99507	06/30/21	Printed			6933	AT&T		45.17
99508	06/30/21	Printed			1851	AT&T LONG DISTANCE		952.47
99510	06/30/21	Printed			7158	BLUETARP FINANCIAL, INC.		557.50
99511	06/30/21	Printed			4471	CABLES PLUS LLC		187.50
99512	06/30/21	Printed			7438	CENOVIA ARROYO		24.87
99513	06/30/21	Printed			3029	CLAIREMONT EQUIPMENT		258.60
99514	06/30/21	Printed			6222	CODE EXXPERTS, LLC		795.66
99515	06/30/21	Printed			1744	CONVEYOR GROUP		1,798.50
99517	06/30/21	Printed			6857	COUNTY MOTOR PARTS CO, INC		668.12
99518	06/30/21	Printed			3135	COUNTY OF SAN DIEGO, RCS		1,824.00
99519	06/30/21	Printed			4049	DIVISION OF THE STATE		16.00
99520	06/30/21	Printed			7355	EDGAR BELTRAN		570.00
99521	06/30/21	Printed			207	EL CENTRO MOTORS		64.87
99522	06/30/21	Printed			226	EL CENTRO REGIONAL		37.00
99523	06/30/21	Printed			6250	ENVIRONMENTAL WATER SOLUTIONS,		5,228.32
99524	06/30/21	Printed			4552	FERNANDO VIESCA		170.53
99525	06/30/21	Printed			3039	HOLTVILLE TRIBUNE		2,100.00
99526	06/30/21	Printed			2096	HOME DEPOT CREDIT SERVICES		119.67
99527	06/30/21	Printed			1485	HOWES, WEILER & ASSOCIATES		13,652.50
99528	06/30/21	Printed			4271	IMPERIAL COUNTY HUMANE SOCIETY		540.00
99529	06/30/21	Printed			028	IMPERIAL IRRIGATION DISTRICT		53,668.48
99530	06/30/21	Printed			4264	IMPERIAL IRRIGATION DISTRICT		7,920.00
99531	06/30/21	Printed			221	IMPERIAL PRINTERS		393.65
99532	06/30/21	Printed			3187	IMPERIAL TRUSS & LUMBER CO.		10.76
99533	06/30/21	Printed			1555	IMPERIAL VALLEY PRESS		231.49
99534	06/30/21	Printed			1195	IVROP		84.00
99535	06/30/21	Printed			7437	JASMINE SALAS		114.31
99536	06/30/21	Printed			5580	KOPPEL & GRUBER PUBLIC FINANCE		12,891.55
99537	06/30/21	Printed			7439	MELANIE BANUELOS		24.93
99538	06/30/21	Printed			3080	NOBEL SYSTEMS		3,149.78
99539	06/30/21	Printed			1518	PROFORCE LAW ENFORCEMENT		235.91
99540	06/30/21	Printed			6864	ROLANDO BELTRAN JR.		550.00
99541	06/30/21	Printed			1637	ROMEO'S CAR WASH		330.00
99542	06/30/21	Printed			979	SELLERS PETROLEUM		10,433.91
99543	06/30/21	Printed			1367	SHRED-IT		71.70
99544	06/30/21	Printed			2365	SPARKLETTS		405.20
99545	06/30/21	Printed			7436	SUPERIOR RECREATIONAL PRODUCTS		37,898.47
99550	06/30/21	Printed			5837	U.S. BANK		3,909.78
99551	06/30/21	Printed			2008	UNITED PARCEL SERVICE		13.38
99552	06/30/21	Printed			1994	URBAN RESTORATION GROUP US INC		521.72
99553	06/30/21	Printed			611	VERIZON WIRELESS		3,497.79
99554	06/30/21	Printed			5639	WAGeworks, INC		50.00

Edit List of Invoices - Detail w/GL

Date: 07/15/2021

Time: 10:22 am

Page: 28

CITY OF IMPERIAL

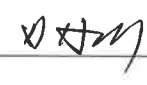
Ref. No.	Vendor Name	Post Date	PO Number	Bank	Invoice Description Line 2	Gross Amount
	Vendor Address	Pay. Date		Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Sep. Ck.?	Use Description 1 On Check	Discount
Vendor No.	State/Province Zip/Postal	Due Date	Disc. %	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.			
Vendor Total:						50.00
Grand Total:						295,670.51
Less Credit Memos:						-1,703.59
Net Total:						293,966.92
Less Hand Check Total:						0.00
Outstanding Invoice Total:						293,966.92

Total Invoices: 139

DATE SUBMITTED 07/14/2021
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 07/21/2021

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: Emergency at Aten Rd & Cross Rd Intersection 1. Continue Resolution NO. 2021-07, Emergency at Aten Rd & Cross Rd.	
DEPARTMENT INVOLVED: <u>Public Services</u>	
BACKGROUND/SUMMARY: On Friday evening, April 2 nd , an accident affected the intersection of Aten Rd & Cross Rd Signal Lighting functions. The controller cabinet and other electrical components were damaged from vehicle collision. Resolution was approved, passed and adopted by Council on April 7 th during regular meeting. Public Services has been working with Bear Electrical Solutions to repair intersection. At this time, cost and time frame to complete are unknown.	
FISCAL IMPACT: Unknown	FINANCE INITIALS 
STAFF RECOMMENDATION: Council continues emergency	DEPT. INITIALS 
MANAGER'S RECOMMENDATION: <i>approve</i>	CITY MANAGER'S INITIALS 
MOTION: SECONDED: AYES: NAYES: ABSENT: APPROVED () DISAPPROVED () REFERRED TO: REJECTED () DEFERRED ()	

**MINUTES
CITY COUNCIL
CITY OF IMPERIAL
MAY 19, 2021**

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

TELECONFERENCE NOTICE

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A. CITY COUNCIL CONVENED TO CLOSED SESSION AT 6:30 PM.

A-1. SUBJECT: CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION.

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

A-2. SUBJECT: EMPLOYEE PERFORMANCE EVALUATION (54954.5(e))

Title: City Manager

CITY COUNCIL ADJOURNED CLOSED SESSION at 7:00 PM.

B. CITY COUNCIL CONVENED TO OPEN SESSION.

Council members present: Amparano, Burnworth, Dale, Tucker, and Eugenio

Others present: City Manager Morita, City Clerk Jackson, Assistant City Manager Brown, City Attorney Holbrook, Fire Chief Estrada, Police Chief Barra, IT Director Estrada, Community Services Director Haller*, Community Development Director Mora*, Administrative Services Director Gutierrez*, Parks Superintendent Lopez and Public Services Manager Self*

*remote participation

Mayor Eugenio called the meeting to order at 7:05 PM and the Pledge of Allegiance was led by Chief Estrada.

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION:

City Attorney Holbrook reported that no reportable action was taken in Closed Session.

C. PUBLIC APPEARANCES:

C-1. Matters not appearing on the agenda.

None.

C-2. Matters appearing on the agenda.

None.

D. SPECIAL PRESENTATION:

D-1. SUBJECT: IMPERIAL COUNTY FIRE & IMPERIAL POLICE DEPARTMENTS
Recognition of Mr. Carlos Berrocal, Ms. Ana Maria Arreola, Ms. Guillermina Gonzalez, and Ms. Saray Salazar for their assistance in a fire at a local daycare.

Fire Chief ESTRADA and Imperial Police Department recognized the individuals for their assistance in evacuating the children and getting them to safety.

E. CONSENT AGENDA:

- E-1.** Approval of claims/warrants report.
- E-2.** Approval of Treasurers' report for the month of March 2021.
- E-3.** Approval of minutes for regular meetings of March 17, 2021, April 7, 2021, and April 21, 2021.
- E-4.** Continue emergency action for repairs at the Aten Blvd. and Cross Rd. intersection as declared by Resolution 2021-07.
- E-5.** Authorization to submit applications to Imperial County Transportation Commission (ICTC) for transit program funds:
Resolution 2021-09, Approving the application for bicycle/pedestrian funds;
Resolution 2021-10, Approving the application for bus benches/shelters funds;
Resolution 2021-11, Approving the application for transfer terminal maintenance funds.

Motion by DALE, second by BURNWORTH to approve the Consent Agenda.

Motion carried 5-0

(Amparano, Burnworth, Dale, Tucker, and Eugenio)

F. ACTION ITEMS:

F-1. SUBJECT: PASEO DEL SOL PARK IMPROVEMENTS.

1. Approval to seek proposals for workout circuit station area in the Paseo del Sol park.

Motion by DALE, second by BURNWORTH to approve the seeking of bids.

Motion carried 5-0

(Amparano, Burnworth, Dale, Tucker, and Eugenio)

F-2. SUBJECT: IMPERIAL HIGH SCHOOL SENIOR CLASS OF 2021.

1. Approve donation of staff time to hang downtown banners to honor Imperial High School senior class of 2021.

Motion by AMPARANO, second by BURNWORTH to approve the donation of staff time.

Motion carried 5-0

(Amparano, Burnworth, Dale, Tucker, and Eugenio)

F-3. SUBJECT: STATE ROUTE 86 IMPROVEMENT PROJECT.

1. Award of contract to Chen Ryan Associates for the design and engineering of State Route 86 improvement project RFP P02-2021.

Motion by DALE, second by AMPARANO to award the contract to Chen Ryan Associates.

Motion carried 5-0

(Amparano, Burnworth, Dale, Tucker, and Eugenio)

F-4. SUBJECT: WATER TREATMENT PLANT – GAC SYSTEM.

1. Approve purchase of filter media for the carbon columns from Calgon Carbon Corporation in the amount of \$84,000.00.

Motion by BURNWORTH, second by DALE to approve the purchase of filter media.

Motion carried 5-0

(Amparano, Burnworth, Dale, Tucker, and Eugenio)

F-5. SUBJECT: COVID-19 UPDATE.

No report made.

G. REPORTS:

G-1. SUBJECT: DEPARTMENT REPORTS.

HALLER announced the next Movie in the Park event is scheduled for May 21st at Sky Ranch Park.

CHIEF BARRA thanked individuals for donating to the “Go Fund Me” account to assist the family who lost their home and business to the fire.

G-2. SUBJECT: CITY MANAGER REPORT.

None.

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

AMPARANO reported on participating in SCAG’s annual meeting and that he toured the WWTP project.

DALE reported on meeting with representatives with the City of Calexico earlier in the day to discuss border issues.

EUGENIO read a letter addressed to Calexico City Council member Urena in response to his recent comments regarding the Imperial and El Centro police departments.

CITY COUNCIL MEETING ADJOURNED AT 8:05 PM UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, JUNE 2, 2021 AT 7:00 P.M.

MINUTES
For a
SPECIAL WORKSHOP OF THE CITY COUNCIL
CITY OF IMPERIAL
MAY 19, 2021

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

TELECONFERENCE NOTICE

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CITY COUNCIL CONVENED TO A WORKSHOP AT 5:30 P.M.

Mayor Eugenio called the workshop to order at 5:33 PM.

Council members present: Amparano, Burnworth, Dale, Tucker, and Eugenio

Others present: City Manager Morita, City Clerk Jackson, Assistant City Manager Brown, City
 Attorney Holbrook, Community Development Director Mora*,
 City Planner Tylenda*, and Police Chief Barra

*remote participation

A. PUBLIC APPEARANCES:

A-1. Matters not appearing on the agenda.

None.

A-2. Matters appearing on the agenda.

None.

B. WORKSHOP:

**B-1. SUBJECT: DEVELOPMENT IMPACT FEE AND SERVICE AREA PLAN
 WORKSHOP.**

1. CITY COUNCIL PUBLIC WORKSHOP FOR THE 2021 DEVELOPMENT
 IMPACT FEE (DIF) AND SERVICE AREA PLAN UPDATE.

Patrick Zabrocki with Howes, Weiler, Landy attended virtually to respond to questions.

Staff and consultant made a presentation to the Council of the Service Area Plan and Development Impact Fee Updates highlighting the purpose and necessity for both items to be updated. Staff request that council provide vision and direction in order to move forward with finalizing the documents.

CITY COUNCIL WORKSHOPADJOURNED AT 6:25 PM.

**MINUTES
CITY COUNCIL
And
SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY
CITY OF IMPERIAL
JUNE 2, 2021**

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

TELECONFERENCE NOTICE

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

Due to the budget workshop running longer than anticipated, closed session was moved to the end of the agenda.

B. CITY COUNCIL CONVENED TO OPEN SESSION

COUNCIL MEMBERS PRESENT: AMPARANO, BURNWORTH, DALE, AND EUGENIO

COUNCIL MEMBERS ABSENT: TUCKER

OTHERS PRESENT: CITY MANAGER MORITA, ASSISTANT CITY MANAGER BROWN, CITY CLERK JACKSON, PUBLIC SERVICES DIRECTOR LOPER*, FIRE CHIEF ESTRADA*, POLICE CHIEF BARRA, COMMUNITY SERVICES DIRECTOR HALLER*, COMMUNITY DEVELOPMENT DIRECTOR MORA*, ADMINISTRATIVE SERVICES DIRECTOR GUTIERREZ, IT DIRECTOR ESTRADA, AND PARKS SUPERINTENDENT LOPEZ*

*remote participation

MAYOR EUGENIO called the meeting to order at 7:10 P.M. and the Pledge of Allegiance was led by Daniel Sohn, Director, El Centro Chamber of Commerce.

C. PUBLIC APPEARANCES:

C-1. Matters not appearing on the agenda.

Daniel Sohn El Centro Chamber of Commerce spoke on the Regional Chamber of Commerce and is looking forward to working with the City of Imperial.

C-2. Matters appearing on the agenda.

None.

D. CONSENT AGENDA:

- D-1.** Approval of claims/warrants report.
- D-2.** Approval of Treasurers' report for the month of April 2021.
- D-3.** Approval of minutes for April 26, 2021 Special meeting and May 5, 2021 Regular meeting.
- D-4** Continue emergency action for repairs at the Aten Blvd. and Cross Rd. intersection as declared by Resolution 2021-07.
- D-5.** Approval of Resolutions for Imperial *Landscape* Maintenance District No. 1 (Paseo del Sol and Wildflower Subdivision).
Resolution No. 2021-12 Initiating Proceedings for the annual Levy;
Resolution No, 2021- 13 Preliminary Approval of the engineer's Report; and
Resolution No.2021-14 Intention to Conduct a Public Hearing and Order the Levy of Assessments.
- D-6.** Approval of Resolutions for Imperial *Lighting* Maintenance District No. 1 (Paseo del Sol and Wildflower Subdivision).
Resolution No. 2021- 15 Initiating Proceedings for the annual Levy;
Resolution No, 2021- 16 Preliminary Approval of the engineer's Report; and
Resolution No. 2021- 17 Intention to Conduct a Public Hearing and Order the Levy of Assessments.
- D-7.** Approval of Resolutions for Imperial *Landscape* Maintenance District No. 2 (Sky Ranch Subdivision, Zone 2005-03).
Resolution No. 2021- 18 Initiating Proceedings for the annual Levy;
Resolution No, 2021- 19 Preliminary Approval of the engineer's Report; and
Resolution No. 2021- 20 Intention to Conduct a Public Hearing and Order the Levy of Assessments.
- D-8.** Ratify letter in support of request from County of Imperial for Community Project funding to conduct a preliminary engineering report of the New River.
- D-9** Approval of memorandum of agreement for Sexual Assault Response Team (SART).
- D-10.** Approval of Community Facilities District (CFD) disbursement request as requested by Monterrey Park (CFD 2006-1) 6th payment of reimbursement 1-2018 (payment 2021-01).

Motion by DALE, second by AMPARANO to approve the consent agenda withholding warrants 98589 and 98613 for separate action.

MOTION CARRIED 4-0

(Amparano, Burnworth, Dale, and Eugenio)

Motion by AMPARANO, second by DALE to approve warrant 98589 payable to James Tucker.

MOTION CARRIED 4-0

(Amparano, Burnworth, Dale, and Eugenio)

Motion by DALE, second by AMPARANO to approve warrant 98613 payable to Rove Engineering.

MOTION CARRIED 3-0-1

(Amparano, Burnworth, and Dale)

(Eugenio abstain)

E. ACTION ITEMS:

- E-1. SUBJECT: SUCCESSOR AGENCY: IMPERIAL
APARTMENT REHABILITATION PROJECT – PHASE 1.**

1. AUTHORIZATION TO SEEK BIDS FOR THE IMPERIAL REHABILITATION PROJECT PHASE 1

Motion by DALE, second by AMPARANO to authorize staff to seek bids.
MOTION CARRIED 4-0
(Amparano, Burnworth, Dale, and Eugenio)

E-2. SUBJECT: SB 1 ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.

1. APPROVAL OF RESOLUTION NO. 2021-21 ADOPTING PROJECT LIST FOR FISCAL YEAR 2021-2022 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.

Motion by DALE, second by AMPARANO to approve Resolution No. 2021-21.
MOTION CARRIED 4-0
(Amparano, Burnworth, Dale, and Eugenio)

E-3. SUBJECT: DESTRUCTION OF SPECIFIED CITY RECORDS-FINANCE DEPARTMENT.

1. APPROVAL OF RESOLUTION NO. 2021-22 DESTRUCTION OF SPECIFIED RECORDS.

Motion by DALE, second by BURNWORTH to approve Resolution No, 2021-22.
MOTION CARRIED 4-0
(Amparano, Burnworth, Dale, and Eugenio)

E-4. SUBJECT: FRIENDS OF IMPERIAL PARKS 501c3

1. APPOINT A CITY COUNCIL MEMBER TO SERVE ON THE FRIENDS OF IMPERIAL PARKS BOARD AS A NON-VOTING MEMBER.

Motion by DALE, second by BURNWORTH to appoint Mayor Eugenio to the board.
MOTION CARRIED 4-0
(Amparano, Burnworth, Dale, and Eugenio)

E-5. SUBJECT: COVID-19 UPDATE.

Brown provided an update on the State of California's "Beyond the Blueprint" guidelines as we prepare to re-open June 15, 2021.

F. REPORTS:

F-1. SUBJECT: DEPARTMENT REPORTS.

Haller reported that the summer activity guide is available.

F-2. SUBJECT: CITY MANAGER REPORT.

Brown reminded everyone of the Imperial High School and Frank Wright Middle School graduation events taking place Thursday and Friday.

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

Amparano congratulated both the high school and middle school graduates.

Eugenio thanked staff for work done to prepare the budget for FY 21/22.

A. CITY COUNCIL CONVENED TO CLOSED SESSION AT 8:18 P.M.

A-1. SUBJECT: CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION.

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

A-2. SUBJECT: EMPLOYEE PERFORMANCE EVALUATION (54954.5(e))

Title: City Manager

A-3. SUBJECT: CONFERENCE WITH LABOR NEGOTIATOR (54957.6)

Agency Negotiators: City Manager
Employee Organization Management, Supervisory, Professional, Confidential, and Police
Captain/Unrepresented

A-4. SUBJECT: CONFERENCE WITH LABOR NEGOTIATOR (54957.6)

Agency Negotiators: City Manager
Employee Organization: Imperial Police Officers Association

A-5. SUBJECT: CONFERENCE WITH LABOR NEGOTIATOR (54957.6)

Agency Negotiators: City Manager
Employee Organization: Teamsters Local No. 542

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION:

No reportable action was taken.

CITY COUNCIL MEETING ADJOURNED AT 9:04 P.M. UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, JUNE 16, 2021 AT 7:00 P.M.

MINUTES
SPECIAL WORKSESSION OF THE CITY COUNCIL
CITY OF IMPERIAL
JUNE 2, 2021

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

TELECONFERENCE NOTICE

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

CITY COUNCIL CONVENES TO A WORKSESSION

Council members present: Amparano, Burnworth, Dale, and Eugenio

Council members absent: Tucker

Others present: City Manager Morita, Assistant City Manager Brown, City Clerk Jackson, City

Attorney Holbrook, Administrative Services Director Gutierrez,
Public Services Director Loper, Police Chief Barra, Parks
Superintendent Lopez*, and IT Director Estrada

*remote participation

Mayor Eugenio called the meeting to order at 5:00 p.m.

A. PUBLIC APPEARANCES:

A-1. Matters not appearing on the agenda.

None.

A-2. Matters appearing on the agenda.

None.

B. WORKSESSION:

B-1. SUBJECT: MUNICIPAL BUDGET FOR FISCAL YEAR 2021-2022.

**1. DISCUSSION/PRESENTATION OF PROPOSED MUNICIPAL BUDGET
FOR FISCAL YEAR 2021-2022.**

A draft of the municipal budget for FY 21-22 was presented to Council for review, discussion and to provide direction to staff. A PowerPoint presentation was made and a review of each of the department funds took place.

CITY COUNCIL WORKSESSION ADJOURNED AT 6:58 PM

**MINUTES
CITY COUNCIL
CITY OF IMPERIAL
JUNE 16, 2021**

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

TELECONFERENCE NOTICE

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

Council members present: Amparano, Burnworth, Dale, Tucker, and Eugenio

A. CITY COUNCIL CONVENED TO CLOSED SESSION AT 6:16 PM.

- A-1. SUBJECT: CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION.**
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9
Two potential cases
- A-2. SUBJECT: EMPLOYEE PERFORMANCE EVALUATION (54954.5(e))**
Title: City Manager
- A-3. SUBJECT: CONFERENCE WITH LABOR NEGOTIATOR (54957.6)**
Agency Negotiators: City Manager
Employee Organization Management, Supervisory, Professional, Confidential, and Police
Captain/Unrepresented
- A-4. SUBJECT: CONFERENCE WITH LABOR NEGOTIATOR (54957.6)**
Agency Negotiators: City Manager
Employee Organization: Imperial Police Officers Association
- A-5. SUBJECT: CONFERENCE WITH LABOR NEGOTIATOR (54957.6)**
Agency Negotiators: City Manager
Employee Organization: Teamsters Local No. 542

CITY COUNCIL ADJOURNED CLOSED SESSION AT 7:19 PM.

B. CITY COUNCIL RE-CONVENED TO OPEN SESSION

Council members present: Amparano, Burnworth, Dale, Tucker, and Eugenio

Others present: City Manager Morita, Assistant City Manager Brown, City Clerk Jackson, Public Services Director Loper, Fire Chief Estrada, Police Chief Barra, IT Director Estrada, Community Services Director Haller, Community Development Director Mora, Administrative Services Director Gutierrez, and Parks Superintendent Lopez

Mayor Eugenio called the meeting to order at 7:22 PM and the Pledge of Allegiance was led by Ember Haller.

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION:

City Attorney Holbrook announced that no reportable action was taken in closed session.

C. PUBLIC APPEARANCES:

C-1. Matters not appearing on the agenda

Mark Gaddis Imperial resident spoke on issues at Eager Park and requested more police presence there. In addition, he questioned when splash pad would re-open.

C-2. Matters appearing on the agenda.

Flavio Gonzalez, Teamsters 542 Business Representative spoke regarding the proposed budget as it pertains to union members concerns with COLAs and proposed salary increases for a couple of management employees.

City employee Cody Cole spoke on behalf of Teamster members addressing these issues with the proposed budget.

D. CONSENT AGENDA:

D-1. Approval of claims/warrants report.

D-2. Continue emergency action for repairs at the Aten Blvd. and Cross Rd. intersection as declared by Resolution 2021-07.

Motion by DALE, second by AMPARANO to approve the Consent agenda as presented.

Motion carried 5-0

(Amparano, Burnworth, Dale, Tucker, and Eugenio)

E. ACTION ITEMS:

E-1. SUBJECT: REQUEST BY AUSTIN SEVERE FOR WATER SERVICE CONNECTION FOR PARCEL LOCATED OUTSIDE CITY LIMITS – 544 W. BREWER ROAD.

1. APPROVAL OF REQUEST TO PROVIDE RESIDENT WITH DOMESTIC WATER SUPPLY FOR (1) EDU CONNECTION AT 544 W. BREWER ROAD.

Motion by DALE, second by TUCKER to approve the extension of water service as requested.

Motion carried 5-0

(Amparano, Burnworth, Dale, Tucker, and Eugenio)

E-2. SUBJECT: FISCAL YEARS 2021 TO 2025 IMPROVEMENT PLAN – LTA MEASURE D.

1. APPROVAL OF FISCAL YEARS 2021 TO 2025 IMPROVEMENT PLAN – LTA MEASURE D PROJECT LIST.

Motion by DALE, second by BURNWORTH to approve the Measure D project list.
Motion carried 5-0
(Amparano, Burnworth, Dale, Tucker, and Eugenio)

E-3. SUBJECT: DECLARATION OF SURPLUS ITEMS – COMMUNITY SERVICES.

1. DECLARE WORN OR NO LONGER IN USE ITEMS AS SURPLUS.
AUTHORIZE THE SALE OR DISPOSAL OF SURPLUS ITEMS.

Motion by AMPARANO, second by TUCKER declaring items as surplus and authorize sale or disposal.
Motion carried 5-0
(Amparano, Burnworth, Dale, Tucker, and Eugenio)

E-4. SUBJECT: DESTRUCTION OF SPECIFIED CITY RECORDS – CITY CLERK DEPARTMENT.

1. APPROVAL OF RESOLUTION NO. 2021-23 DESTRUCTION OF SPECIFIED RECORDS.

Motion by TUCKER, second by DALE to approve Resolution No. 2021-23.
Motion carried 5-0
(Amparano, Burnworth, Dale, Tucker, and Eugenio)

E-5. SUBJECT: MUNICIPAL BUDGET FOR FISCAL YEAR 2021-2022.

1. PRESENTATION AND OVERVIEW OF DRAFT MUNICIPAL BUDGET FOR FISCAL YEAR 2021-2022.

City Manager Morita addressed the ongoing negotiations with the various employee groups and that salary and benefits may be amended after budget adoption.

2. APPROVAL OF RESOLUTION NO. 2021-24 TO ADOPT THE MUNICIPAL BUDGET OF FISCAL YEAR 2021-2022.

Motion by DALE, second by TUCKER to approve Resolution No. 2021-24.
Motion carried 5-0
(Amparano, Burnworth, Dale, Tucker, and Eugenio)

2. APPROVAL OF RESOLUTION NO. 2021-25 TO ESTABLISH THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2021-2022 IN ACCORDANCE WITH ARTICLE XIII OF THE CONSTITUTION OF THE STATE OF CALIFORNIA.

Motion by DALE, second by TUCKER to approve Resolution No. 2021-25.
Motion carried 5-0
(Amparano, Burnworth, Dale, Tucker, and Eugenio)

E-6. SUBJECT: COVID-19 UPDATE.

None.

F. REPORTS:

F-1. SUBJECT: DEPARTMENT REPORTS.

Community Services Director Haller reported that summer activities and programs started on June 14th and that the next Movie in the Park is set for June 16th at Victoria Park.

Parks Superintendent Lopez reported the splash pad will re-open on June 19th.

City Clerk Jackson announced her retirement. Will be leaving July 31, 2021.

F-2. SUBJECT: CITY MANAGER REPORT.

Assistant City Manager Brown reported the city has been awarded \$3 million in Community Project funds for Hwy 86 improvement project by the House Transportation and Infrastructure Committee.

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

Council member Amparano reported on the Unmet Transit Needs meeting he attended. He also reported on SCAGs "Go Human" project.

CITY COUNCIL MEETING ADJOURNED AT 8:06 P. UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, JULY 7, 2021 AT 7:00 P.M.

MINUTES
SPECIAL WORKSHOP OF THE CITY COUNCIL
CITY OF IMPERIAL
JUNE 16, 2021

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

CITY COUNCIL CONVENED TO A WORKSHOP

COUNCIL MEMBERS PRESENT: AMPARANO, BURNWORTH, DALE, TUCKER,
AND EUGENIO

OTHERS PRESENT: CITY MANAGER MORITA, CITY CLERK JACKSON,
CITY ATTORNEY

HOLBROOK ASSISTANT CITY MANAGER BROWN,
COMMUNITY DEVELOPMENT DIRECTOR MORA,
AND CITY PLANNER TYLENDIA

Mayor Eugenio called the meeting to order at 5:38 pm.

A. PUBLIC APPEARANCES:

None.

B. WORKSHOP:

B-1. SUBJECT: HOUSING ELEMENT PUBLIC OUTREACH WORKSHOP.

1. CITY COUNCIL PUBLIC OUTREACH WORKSHOP FOR THE 6TH
CYCLE HOUSING ELEMENT UPDATE.

Staff presented the Housing Element to the Council. By way of PowerPoint presentation, the council was informed of the requirements to assess future housing needs of all types of persons of all economic groups in the city.

Staff requested direction from Council based on comments received from the public.

ADJOURN SPECIAL WORKSHOP at 6:25 pm.

Agenda Item No. D.4

DATE SUBMITTED 07/15/2020
 SUBMITTED BY R. Alejandro Estrada
 DATE ACTION REQUIRED 07/21/2021

COUNCIL ACTION (x)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS 3

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: 1. APPROVAL OF AGREEMENT BETWEEN THE CITY OF IMPERIAL AND CODE EXXPERTS FOR WEB DEVELOPMENT SERVICES FOR THE TERM OF ONE (1) YEAR IN THE ANNUAL AMOUNT OF \$20,298.94. DEPARTMENT INVOLVED: DEPARTMENT OF INFORMATION TECHNOLOGY				
BACKGROUND/SUMMARY: In an effort to maintain the City's current website and Payments Online system, the City has contracted with Code Exxperts. The City maintains all rights and licensing for our website and server systems. Included in this packet, you will find a professional services agreement and attachments for Council's review and approval.				
FISCAL IMPACT: NOT TO EXCEED FISCAL IMPACT: 20,298.94 Contract budgeted in the 2021-2022 Municipal Budget;	FINANCE INITIALS 			
STAFF RECOMMENDATION: It is staffs recommendation to approve the disbursement of funds for the maintenance of City's Website and Payments Online System.	DEPT. INITIALS 			
MANAGER'S RECOMMENDATION: The City Manager agrees with staffs recommendation.	CITY MANAGER'S INITIALS 			
MOTION:				
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;"> SECONDED: AYES: NAYES: ABSENT: </td> <td style="width: 33%; text-align: center; vertical-align: top;"> APPROVED () DISAPPROVED () REFERRED TO: </td> <td style="width: 33%; text-align: center; vertical-align: top;"> REJECTED () DEFERRED () </td> </tr> </table>		SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()		

AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS

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

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

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

I. TERM

This AGREEMENT shall commence on the fifth (5) day of August 2021 and shall remain and continue in effect until tasks described herein are completed, but in no event later than August 04, 2022 unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

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

III. PERFORMANCE

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

IV. AGENCY MANAGEMENT

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

documents which enlarge the Tasks to Be Performed or change CONSULTANT's compensation, subject to Section V.

V. PAYMENT

- A. The AGENCY agrees to pay CONSULTANT on a semi-monthly basis upon receipt of invoice, in accordance with the payment rates and terms and the schedule of payment, incorporated herein as set forth by Exhibit B by this reference as though set forth in full. CONSULTANT Invoice shall reflect date of work, time spent and project title for tracking and verification purposes. This amount shall not exceed twenty thousand two hundred ninety-eight dollars and ninety-four cents (\$20,298.94) for the total term of the AGREEMENT unless additional payment is approved by the AGENCY Manager.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Manager and CONSULTANT at the time AGENCY's written authorization is given to CONSULTANT for the performance of said services. The Agency Manager may approve additional work but in no event shall the total amount to be paid pursuant to this AGREEMENT exceed ten-thousand dollars (\$10,000.00) without prior approval by the Agency City Council.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The AGENCY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least thirty (30) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the AGENCY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.
- B. In the event this AGREEMENT is terminated pursuant to this Section, the AGENCY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to the AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the AGENCY pursuant to Section V.

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

VII. DEFAULT OF CONSULTANT

- A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, AGENCY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- B. If the City Manager, or his designee, determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time 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. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.
- B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the AGENCY and may be used, reused, or otherwise disposed of by the AGENCY without the

permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the AGENCY, at the CONSULTANT's office and upon reasonable written request by the AGENCY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to AGENCY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

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

B. Duty to defend

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

X. INSURANCE

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

XI. INDEPENDENT CONSULTANT

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

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the AGENCY in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the AGENCY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer,

employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the AGENCY to any and all remedies at law or in equity.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without AGENCY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the AGENCY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives AGENCY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify AGENCY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with AGENCY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, AGENCY's right to review any such response does not imply or mean the right by AGENCY to control, direct, or rewrite said response.

XVI. NOTICES

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

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

To CONSULTANT: Code Exxperts, LLC
233 Paulin Avenue, Apt. 8214
Calexico, CA 92231
Attention: Ricardo Hernandez

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. Ricardo Hernandez may use assistants, under his direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY thirty (30) days' notice prior to the departure of Ricard Hernandez from CONSULTANT's employ. Should he leave CONSULTANT's employ, the AGENCY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

XVIII. LICENSES

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

XIX. GOVERNING LAW

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

XX. ENTIRE AGREEMENT

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

XXI. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

Code Exxperts, LLC

By: _____

Ricardo Hernandez
President

City of Imperial
A Municipal Corporation

By: _____

Dennis H. Morita
City Manager

ATTEST:

Debra Jackson, City Clerk

APPROVED AS TO FORM:

By: _____
Dennis H. Morita, City Attorney

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

EXHIBIT A

SCOPE OF WORK

Prelude:

The following tasks will serve as the scope of work for “CONSULTANT” with regards to the Professional Services performed on behalf of the City of Imperial for the duration of the agreement set forth herein:

Code Exxperts, LLC shall perform the following tasks:

1. Website.-

I. Hosting Server administration

- a) Oversee webserver integrity
- b) Configure services
- c) Database maintenance
- d) Server folder structure and forwarding
- e) Hosting Migration, Setup, Republishing

II. ADA content and code level compliance

- a) Siteimprove reports monitoring and processing
- b) Code level verification and compliance

III. System integrity, security and backup

- a) Updating system code and monitor current and foreseen threats
- b) Periodic database and system code backup and secure storage
- c) Monitoring user, content, mail, access denied, cron, page not found and search string events
- d) Link checking
- e) Contact form abuse prevention

IV. Content publication/facilitation

- a) RPF/BID
- b) City Council, Planning Commission, Library Board, Oversight Board, Successor Agency Agenda(s)
- c) Front-page Public Notices
- d) Public Library events
- e) State of the City Address
- f) Primary/Secondary Menu Structure
- g) Building Permit Reports
- h) Special notices

V. Newsletter publication and distribution

- a) Mass email subscribing/unsubscribing
- b) Subscriber administration
- c) Template design
- d) General newsletter distribution assistance

2. iWeb System.-

- a) Content and Contact information, content styling, special notices and other content related updates.
- b) Troubleshooting for existing queries, code and or functionality
- c) Additional queries and calculations with existing database structure and information
- d) Improved and or commonly used widget inserts
- e) Graphic User Interphase modifications
- f) Front End/Back end updates or modifications

Services performed outside of this Agreement shall require de prior authorization by the City Manager. Such services include but are not limited to:

1. Website.-

- I. Custom programming / development
- II. Functionality not currently available or stemming from external changes/needs. Including but not limited to:
 - a) RFP/BID User profile Registration
 - b) RFP/BID User Subscription
 - c) Water/Sewer rate calculation
 - d) Template and/or Graphic User Interface generation and/or modifications
 - e) Bulk content updates for external compliance
 - f) Widgets and other display elements

2. iWeb System.-

Code level programming and development for functionality not currently available or stemming from external changes/needs. Including but not limited to:

- a) Payment processing
- b) Automatic payments and subscriptions
- c) Manual payments
- d) In-person payments
- e) Paperless billing and subscriptions

- 3. Mobile App Development (iOS / Android / Hybrid)**
- 4. Social Media Development / Deployment / Strategy**
- 5. Original Artwork / Theme / Template Development**
- 6. Original or Custom Animations**
- 7. Text/image translation**
- 8. Subtitling and multimedia modifications**

EXHIBIT B

PAYMENT SCHEDULE

The AGENCY agrees to pay CONSULTANT on a semi-monthly basis in the amount of eight hundred forty-five dollars and seventy-nine cents (\$845.79). The annual amount to be paid to CONSULTANT shall not exceed twenty thousand two hundred ninety-eight dollars and ninety-four cents (\$20,298.94).

Upon receipt of invoice, Payment Schedule shall proceed as follows:

1st of each month - \$845.79

16th of each month - \$845.79;

Annual Payment(s) to total \$20,298.94

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12/29/2020

COMMUNITY
DEVELOPMENT
DIRECTOR

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

1/06/2021

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: MAYFIEDL SUBDIVISION UNIT 3C • LOTS 355-363, and 391-399 PER FM 27/86			
1. AUTHORIZE PARTIAL RECONVEYANCE TO MORNINGSIDE VENTURES, LLC			
DEPARTMENT INVOLVED:		COMMUNITY DEVELOPMENT	
BACKGROUND/SUMMARY: City staff conducted regular field inspection during the construction of the off-site improvements of Mayfield Subdivision Unit 3C. At this time the improvements have been completed. Now the developer is requesting Partial Reconveyance of lots 355-363, and 391-399 PER FM 27/86. See Exhibit (FM 27-86) attached herewith for details. The City will remain secured.			
FISCAL IMPACT: NO FISCAL IMPACT		ADMIN SERVICES SIGN INITIALS <u> <i>JS</i> </u>	
STAFF RECOMMENDATION: Staff recommends authorization of Partial reconveyance regarding lots 355-363, and 391-399 PER FM 27/86		DEPT. INITIALS <u> <i>CM</i> </u>	
MANAGER'S RECOMMENDATION: <i>approve</i>		CITY MANAGER'S INITIALS <u> <i>JS</i> </u>	
MOTION: SECONDED: AYES: NAYES: ABSENT: APPROVED () DISAPPROVED () REFERRED TO: REJECTED () DEFERRED ()			

Agenda Item No. D-6

DATE SUBMITTED 07/14/21
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 07/21/21

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: WTP DISCUSSION/ACTION: Pump Maintenance 1. Discuss, Approve/Disapprove purchase of maintenance parts & service for Alum Pumps	
DEPARTMENT INVOLVED: Public Services – Water Treatment Plant	
BACKGROUND/SUMMARY: Requesting to purchase annual maintenance parts and servicing of Water Treatment Plant Alum Pumps. These pumps are critical for water treatment process and chemical disbursement.	
FISCAL IMPACT: \$12,990.34 + 15% factory increase after July 9, 2021 - CPC Systems WTP 50-510-5241	FINANCE INITIALS <u>DB</u>
STAFF RECOMMENDATION: Approve	DEPT. INITIALS <u>SP</u>
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS <u>DB</u>
MOTION: SECONDED: AYES: NAYES: ABSENT: APPROVED ☐ DISAPPROVED ☐ REFERRED TO: REJECTED ☐ DEFERRED ☐	



REVISED QUOTE QUOTATION

Quote Number: CSIQ 00633-B-SFS Rv2

Quote Date: Jul 19, 2021

Page: 1

15861 Business Center Dr
Irwindale, CA 91706
United States

Voice: 626-856-1157

Fax: 626-856-5658

www.cpcsystemsinc.com

Quoted To:

CITY OF IMPERIAL
420 S. IMPERIAL AVE.
~~~ email invoices ~~~  
IMPERIAL, CA 92251

## ShipTo:

CITY OF IMPERIAL WTP  
201 S. B STREET  
IMPERIAL, CA 92251

| Customer ID          | Good Thru | Payment Terms | Sales Rep |
|----------------------|-----------|---------------|-----------|
| CITY OF IMPERIAL -01 | 8/18/21   | Net 30 Days   | SERVICE   |

| Quantity | Item         | Description                                                                                                                  | Unit Price | Amount   |
|----------|--------------|------------------------------------------------------------------------------------------------------------------------------|------------|----------|
| 0.01     |              | *****<br>FACTORY PRICE INCREASE ON 7/9/21 UP TO 15%<br>*****                                                                 |            |          |
|          | FIELD SCOPE: | SERVICE FOR PULSAFEEDER POLYMER, HYPO, AND ALUM PUMPS<br>{S/N: N647619-1-4, AA965549-1, AA965723-1, AA965723-1}              |            |          |
| 2.00     |              | INSPECT & TEST<br>(CUSTOMER SUPPLIED PARTS BELOW)<br>P/N: 7H-1GL                                                             | 121.00     | 242.00   |
| 1.00     |              | PULSALUBE PREMIUM 7H 1GAL<br>P/N: 1HG-1GL                                                                                    | 101.00     | 101.00   |
| 8.00     |              | PULSALUBE UNIVERSAL 1HG 1GAL<br>*P/N: NPK7LVVCBCC<br>MESSAGE: OBSOLETE ITEM<br>REPLACED BY: HPK7LVVCBCC<br>P/N: *HPK7LVVCBCC | 646.00     | 5,168.00 |
| 2.00     |              | KOPKIT PULSAR 25H/55H-B HEAD<br>P/N: NPKAAAECCEE                                                                             | 1,087.00   | 2,174.00 |
| 2.00     |              | KOPKIT PULSAR 25H/55H C-HEAD<br>P/N: KZ11863                                                                                 | 1,361.00   | 2,722.00 |
| 8.00     |              | KOPKIT 680<br>P/N: 6439/6443-CPC                                                                                             | 150.00     | 1,200.00 |
| 8.00     |              | CORE TUBE ASSY (CPC)<br>P/N: SKEAST2V11-PV                                                                                   | 225.00     | 1,800.00 |

Subject to sales tax unless otherwise noted.  
Freight not included unless otherwise noted.  
No prepayment discounts offered by CSI.

|              |                  |
|--------------|------------------|
| Subtotal     | Continued        |
| Sales Tax    | Continued        |
| Freight      |                  |
| <b>TOTAL</b> | <b>Continued</b> |



15861 Business Center Dr  
Irwindale, CA 91706  
United States

Voice: 626-856-1157  
Fax: 626-856-5658  
www.cpcsystemsinc.com

# QUOTATION

Quote Number: CSIQ 00633-B-SFS Rv2  
Quote Date: Jul 19, 2021  
Page: 2

## Quoted To:

CITY OF IMPERIAL  
420 S. IMPERIAL AVE.  
~~~ email invoices ~~~  
IMPERIAL, CA 92251

ShipTo:

CITY OF IMPERIAL WTP
201 S. B STREET
IMPERIAL, CA 92251

| Customer ID | Good Thru | Payment Terms | Sales Rep |
|----------------------|-----------|---------------|-----------|
| CITY OF IMPERIAL -01 | 8/18/21 | Net 30 Days | SERVICE |

| Quantity | Item | Description | Unit Price | Amount |
|----------|------|---|------------|--------|
| | | SEAL KIT (CPC)
FREIGHT: FOB FACTORY (ROCHESTER, NY)
SHIP: PP&A
LEAD: 2-3 WEEKS | | |

Subject to sales tax unless otherwise noted.
Freight not included unless otherwise noted.
No prepayment discounts offered by CSI.

| | |
|--------------|------------------|
| Subtotal | 13,407.00 |
| Sales Tax | 1,039.04 |
| Freight | |
| TOTAL | 14,446.04 |

DATE SUBMITTED 07/14/21
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 07/21/21

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

IMPERIAL CITY COUNCIL AGENDA ITEM

| | | | | |
|--|---|---|---|--|
| SUBJECT: Signal System Upgrade DISCUSSION/ACTION:
<div style="margin-left: 100px;">1. Discuss, Approve/Disapprove purchase of Signal System Upgrade</div> | | | | |
| DEPARTMENT INVOLVED: Public Services - Streets | | | | |
| BACKGROUND/SUMMARY:

Current signal programming and monitoring systems are outdated, non-supportive and unavailable. Upgrade is necessary for signal management in-house, saving outsource costs and fees. Allows control of system remotely to correct any conflicts or immediate changes for safety and emergencies, which includes set alarms and notifications to assigned personnel. Funding source is Measure D/LTA. Upgrade was adopted in current 21-22 Fiscal Budget. | | | | |
| FISCAL IMPACT: \$118,292.29 Western Systems Solutions

Streets 01-320-5442 | FINANCE INITIALS <u>JS</u> | | | |
| STAFF RECOMMENDATION: Approve | DEPT. INITIALS <u>JS</u> | | | |
| MANAGER'S RECOMMENDATION:
<div style="margin-left: 100px;"><i>approve</i></div> | CITY MANAGER'S INITIALS <u>JHM</u> | | | |
| MOTION: | | | | |
| <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;"> SECONDED:
 AYES:
 NAYES:
 ABSENT: </td> <td style="width: 33%; text-align: center; vertical-align: top;"> APPROVED (
 DISAPPROVED (

 REFERRED TO: </td> <td style="width: 33%; text-align: center; vertical-align: top;"> REJECTED (
 DEFERRED (
 </td> </tr> </table> | | SECONDED:
AYES:
NAYES:
ABSENT: | APPROVED (
DISAPPROVED (

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

REFERRED TO: | REJECTED (
DEFERRED (
 | | |



City of Imperial
612 N N St.
Imperial CA 92251

To Whom it Concerns,

Please accept this letter as the formal notice that Western Systems Inc. is the Siemens Mobility Exclusive and Sole Preferred Traffic Distributor for the Siemens Mobility line of transportation solutions for Alaska, Arizona, California, Idaho, Oregon, Nevada, Washington.

For assistance with system configurations, quotes, pricing, product ordering, product availability, installation service, technical and repair support of the Siemens transportation solutions please contact Western Systems Inc.

In addition, please make note that Siemens Mobility will provide all necessary support to Western Systems Inc. for them to provide the support and service required to meet all expectations for your Siemens products.

Sincerely,

A handwritten signature in black ink, appearing to read 'Zach Hoiting', with a stylized, looping design.

Zach Hoiting | Western Systems

6/2/2021



Western Systems

Innovative Transportation Solutions

Quotation

1122 Industry Street, Bldg. B, Everett, WA 98203
Phone: (425) 438-1133 | Fax: (425) 438-1585

| Date | Quote # | Rev # |
|----------|---------|-------|
| 07/06/21 | Q-05652 | |

| Project | Agency: |
|---------------------|------------------|
| System-wide Upgrade | City of Imperial |

| Prepared For: | To place an order: |
|---|--|
| Contact: Edgar Self
Agency: City of Imperial
Email: eself@cityofimperial.org
Address: 420 South Imperial Avenue
City/State: Imperial, CA 92251 | Contact: Kenneth Gustat
Phone: +1 7607590063
Fax: (425) 438-1585
Email: kgustat@westernsystems-inc.com
<i>*This order is subject to the terms & conditions</i> |

| Qty | Part # | Description |
|-------|------------|--|
| | | SIEMENS 2070LX CONTROLLERS |
| 8.00 | 4020780153 | CONTROLLER 2070LX; 2070-1C LINUX BOARD, BOOTCODE / SEPAC 5.0 / 2070E / (2) FILLER PLATES |
| 24.00 | 9780010000 | ONSITE TURN-ON ASSISTANCE |
| 8.00 | 9780020000 | FIELD MODIFICATIONS (DATABASE TRANSFER) |
| | | CONTROLLER PROGRAMMER |
| 1.00 | 0000000000 | CONTROLLER PROGRAMMING DEVICE |
| 1.00 | 4799910025 | DESKTOP WORKSTATION DELL (OPTIPLEX 9020) |
| | | SIEMENS TACTICS |
| 1.00 | 4740030000 | SOFTWARE TACTICS CENTRAL SYSTEM 1-30 (3 USER) |
| 8.00 | 9780010000 | ONSITE TURN-ON ASSISTANCE |
| 1.00 | 0000000000 | TACTICS application Module |
| 1.00 | 4750000010 | SOFTWARE SUPPORT SIEMENS 360 (1 YEAR RENEWAL) 1-30 INTERSECTIONS |
| | | TRAFFIC MANAGEMENT CENTER (TMC) |
| 2.00 | 0000000000 | Two 55" monitors, mounting bracket and Cables |
| 20.00 | 6660010008 | PATCH CABLE CAT5e 5FT (BLUE) |
| | | INTUICOM WIRELESS COMMUNICATION INTERCONNECT |
| 14.00 | 6280020020 | BBX / SINGLE RADIO W/INTEGRATED DUAL POLARITY PANEL ANTENNA - 5.8GHz - UP TO 300Mbps |
| 0.00 | 9780010000 | ONSITE TURN-ON ASSISTANCE |
| 14.00 | 7510010052 | ASTRO-BRAC (STELLAR) ANTENNA MOUNT 74" TUBE 84" CABLES |
| 4.00 | 0630010006 | CABLE CAT5E OUTDOOR RATED 1000FT ROLL |
| 9.00 | 6010032080 | ETHERNET SWITCH (8) 10/100TX PORTS & (2) 1000BASE SFP/GBIC OPEN PORTS (DIN RAIL) |

| | | |
|------|------------|--|
| 9.00 | 6010000011 | POWER CABLE 18AWG 3 CONDUCTOR WITH LUGS 6FT (6GK6000-8BA00-0AA0) |
|------|------------|--|

| | |
|----------------------------|-------------------|
| Terms: | Net 30 |
| Freight Terms: | FOB DstFrt PP&ADD |
| Material Lead Time: | |

See General Conditions below for exceptions and changes to freight and lead time policies

| | |
|--------------------|---------------------|
| Grand Total | \$118,292.29 |
|--------------------|---------------------|

DATE SUBMITTED 07/14/2021
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
 DATE ACTION REQUIRED 07/14/2021

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

1. THE IMPERIAL APARTMENT REHABILITATION PROJECT PHASE I. REJECTING ALL SUBMITTED BIDS.
2. AUTHORIZATION TO REBID THIS PROJECT.

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:

The Community Development Department was directed by City Council to conduct a competitive BID process for the above-referenced project.

The scope-of-work (for Phase I) included the rehabilitation for all existing apartment roof decks, carport structures and related concrete driveways in order to comply with current California Building codes and standards as per approved set of plans.

Staff released a BID published in the Imperial Valley Press, our City website, as well as plan rooms to solicit proposals from contractors to complete the construction.

One (1) bid was received during the formal bidding process from "A&N Quality Builders, Inc.". See attached Exhibit 1 ("BID Opening Act") for details.

After staff review, the submitted proposal from A&N Quality Builders, Inc. was found to be substantially exceeding the cost estimate prepared for this project.

FISCAL IMPACT:

Housing funds: \$225,405.98

ADMIN
SERVICES
SIGN INITIALS JS

STAFF RECOMMENDATION:

Staff recommends City Council to reject all BIDs and authorize to rebid this project.

DEPT. INITIALS DM

MANAGER'S RECOMMENDATION:

approve rejection

CITY
MANAGER'S
INITIALS JAM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()
DISAPPROVED ()

REJECTED ()
DEFERRED ()

REFERRED TO:



BID Opening Act

BID NO. 2021-03

Apartment Rehabilitation Re-Roof & Carport Project

Bids received by: DEBRA JACKSON

Were opened at 3:03 PM

on JUNE 29, 2021

By: DEBRA JACKSON - city clerk

Witnessed by:

Signature

RAMONDO ABUJARZ

Marco Coronel

Manuel

COMPANY

BID AMOUNT

BID BOND

AEN CONST.

734,992.0

✓

BIDS WERE GIVEN TO _____ FOR STUDY AND
RECOMMENDATION TO CITY COUNCIL.

DEBRA JACKSON
CITY CLERK

6-29-21
DATE

**FIRST AMENDMENT TO CITY OF IMPERIAL
CITY MANAGER EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (“First Amendment”) is made and entered into this 21st day of July 2021, by and between the City of Imperial, a municipal corporation of the State of California (“Employer”) and Dennis H. Morita (“Employee”). Collectively Employer and Employee are referred to as “the Parties”.

WITNESSETH

WHEREAS, the parties have entered into an employment agreement dated June 17, 2020, (“Agreement”); and

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

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

1. The above referenced recitals are true and correct and are incorporated herein by this reference.
2. Section 6 of the Agreement is rescinded and restated as follows:
 “Employer agrees to pay Employee for his services rendered pursuant hereto an adjusted annual base salary of one hundred sixty-six thousand six hundred twenty-five dollars (\$166,625.00), representing an amount equal to his base salary under the Agreement, plus a 5% salary increase pursuant to section 6 of the Agreement, and a 2.5% cost of living adjustment. The adjusted annual base salary is payable in installments at the same time as other management employees of the Employer are paid. The Employee’s adjusted base salary may be increased by no less than 2.5% after each year of employment following a satisfactory performance evaluation provided for in Section 7 of this Agreement. Subject to Employer approval, Employee is eligible to receive cost of living increases at the same time and in an amount received by any unrepresented management employee. Notwithstanding the forgoing, through this First Amendment Employee has received the applicable cost of living adjustment for fiscal year 21-22.”
3. Section 10 of the Agreement is rescinded and restated as follows:
 “Employee shall receive health insurance, retirement and other benefits at the same time, and in the same amount and manner, as received by any unrepresented management employee. The term “benefits” shall include any one-time stipend afforded to any unrepresented management employee. Employee shall receive the one-time stipend in the same manner and at the same time as the first unrepresented management employee to receive such stipend.”

4. Except as specifically set forth herein, the terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be signed and executed to be effective July 1, 2021.

EMPLOYER:

EMPLOYEE:

City of Imperial

Karin Eugenio, Mayor

Dennis H. Morita

ATTEST:

Debra Jackson, City Clerk

**FIRST AMENDMENT TO CITY OF IMPERIAL
POLICE CHIEF EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (“First Amendment”) is made and entered into this 21st day of July 2021, by and between the City of Imperial, a municipal corporation of the State of California (“Employer”) and Leonard Barra (“Employee”). Collectively Employer and Employee are referred to as “the Parties”.

WITNESSETH

WHEREAS, the parties have entered into an employment agreement dated December 20, 2017, (“Agreement”); and

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

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

1. The above referenced recitals are true and correct and are incorporated herein by this reference.
2. Section 2 of the Agreement is rescinded and restated as follows:
 “Compensation: Employee shall be paid an annual salary of one hundred thirty-one thousand three hundred ninety-three dollars and no cents (\$131,393), representing an amount equal to his base salary under the Agreement, plus a cost of living adjustments through fiscal year 2021-2022. Pay periods shall coincide with other unrepresented management employees. In the event Employee receives an Executive level POST Professional Peace Officer Certificate, his salary will be increased by 5%.”
3. Section 8 of the Agreement is rescinded and restated as follows:
 “Other Benefits: Employee shall continue to accrue vacation and sick leave at the same rate as other unrepresented management employees with his years of service. Employee shall receive other benefits (health insurance, etc.) as are available to unrepresented management employees. In the event of a conflict between the benefits received by unrepresented management employees and this Agreement, the terms of this Agreement shall control. The term “benefits” for this Section shall include any one-time stipend afforded to any unrepresented management employee. Employee shall receive the one-time stipend in the same manner and time as the first unrepresented management employee to receive such stipend.”
4. Except as specifically set forth herein, the terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be signed and executed to be effective July 1, 2021.

EMPLOYER:

EMPLOYEE:

City of Imperial

Dennis H. Morita, City Manager

Leonard J. Barra, Chief of Police

ATTEST:

Debra Jackson, City Clerk

RESOLUTION 2021-46

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF IMPERIAL ESTABLISHING EMPLOYEE BENEFITS FOR UNREPRESENTED EMPLOYEES OF THE CITY OF IMPERIAL

WHEREAS, the City Council recognizes that unrepresented employees ("Unrepresented Employees"), which include those in management, supervisory, professional and confidential positions for the City of Imperial ("City"), must provide effective management and leadership to assure efficient City operations and quality public service; and

WHEREAS, there is no formally recognized employee organization which represents Unrepresented Employees; and

WHEREAS, some the Unrepresented Employees are part of the employee organization "Management, Supervisory, Professional, Confidential" (MSPC), an employee group which has not been formally recognized, and other Unrepresented Employees have chosen to represent themselves; and

WHEREAS, the following Unrepresented Employees are part of MSPC:

- Public Services Director,
- Public Services Manager,
- Public Services Foreman
- WWTP Chief Operator,
- WTP Chief Operator,
- Community Development Director,
- Planner,
- Engineer Technician/Inspector,
- Building Inspector,
- Project Manager,
- Community Services Director,
- Recreation Program Coordinator,
- Administrative Services Director,
- Financial Analyst,
- Human Resources Specialist,
- Parks Director,
- Information Technology Director, and
- Information Technology Technician.

WHEREAS, the Unrepresented Employees in the positions of Assistant City Manager and Police Captain are neither members of a formally recognized employee organization nor are they part of MSPC; and

WHEREAS, the City Council desires to establish the benefits to be afforded by the City to all Unrepresented Employees referenced above, including those part of MSPC and those representing themselves; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. All Unrepresented Employees referenced above shall receive the following benefits:
 - a. A 2.5% cost of living adjustment (COLA) to the fiscal year (FY) 2021-2022 salary schedule and a 2.0% COLA to the FY 2022-2023 salary schedule;
 - b. No merit increases will be provided for FY 2021-2022; merit increases will be provided in FY 2022-2023 on the employee's anniversary date and conditioned on the employee's successful completion of department performance evaluations. (Failure to successfully complete a department performance evaluation will result in no merit increase being provided. Successful completion of a department performance evaluation means a rating of "meets expectations" or higher);
 - c. Health insurance will be provided as follows:
 - i. City will pick up one-hundred percent (100%) of the Employee Only and fifty percent (50%) of the dependent cost of medical, dental, and vision cost for existing plans selected by the employee during open enrollment for plan year(s) 2021-2023.
 - ii. City will pick up monthly cost of up to seven hundred dollars (\$700.00) of those employees who select SIMSA medical and dental plan during open enrollment for plan year(s) 2021-2023.
 - iii. Employees who waive coverage shall be provided the amount of four hundred dollars (\$400.00) per month and be allowed to allocate said funds into a pre-tax health benefit and/or supplemental insurance coverage, and/or 457 deferred compensation account, and/or his or her paycheck as an after-tax benefit;
 - iv. City will pay one hundred percent (100%) of the cost of REACH Life Helicopter Services for employees and members of employee's household; and
 - v. City will pay one hundred percent (100%) of the employee and dependent life insurance.
 - d. A one-time stipend in an amount equal to 5% of the employee's base pay as of June 30, 2020 plus 5% of the employee's base pay as of June 30, 2021. The one-time stipend will be paid during the first full pay period following adoption of this Resolution; and
 - e. Annual administrative leave in the amount of eighty (80) hours.
 - f. Employees shall be eligible for the reimbursement of up to one-thousand five hundred dollars (\$1,500.00) 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's Office;

- g. Employees shall be provided access to SDI at one hundred percent (100%) of employee's cost, pending confirmation by State of California Employment Development Department.
2. In addition to those benefits detailed in Section 1 above, the Unrepresented Employee in the position of Police Captain shall also receive the following benefits as set forth in the Memorandum of Understanding with the Imperial Police Officers' Association adopted by the City Council on July 7, 2021, as though fully set forth herein:
- a. Article X- Safety and Other Equipment Exclusive of Required Uniforms
 - b. Article XI- Uniforms and Uniform allowance
 - c. Article XIII- Employee Leaves
 - A- Sick Leave
 - B- Vacation Leave
 - C- Funeral Leave
 - D- Bereavement Leave
 - E- Jury Duty Leave
 - G- Parental Leave
 - d. Article XIV- Holidays
 - e. Article XV- Replacement/Repair of Employees Personal Property
 - f. Article XVII- Compensation
 - i. Section B: Post Certification
 - ii. Range Master Pay: Employee is eligible to receive a stipend of \$173.64 per pay period until such time as an alternate police officer receives POST Certification or June 30, 2022, whichever occurs first.
 - g. Article XVIII- Retirement
 - h. Article XX- Personnel Files
 - i. Article XXI- Performance Evaluation
 - j. Article XXII- Punitive Action
 - k. Article XXIII- Administrative Appeal Procedure
 - l. Article XXIV- Discipline
 - m. Article XXV- Grievance Procedure
3. In addition to those benefits detailed in Section 1 above, the Unrepresented Employee(s) in the positions of Assistant City Manager, Human Resource Specialist, Administrative Services Director, Financial Analyst, Community Development Director, Planner, Project Manager, Building Inspector, Engineering Technician/Inspector, Community Services Director, Recreation Coordinator, Information Technology Director, Information Technology Technician, Parks Director, Public Services Director, Public Services Manager, and Public Services Foreman shall receive the following benefits as set for in the Memorandum of Understanding with Teamster's Local Union # 542 adopted by the City of Imperial City Council on July 7, 2021, as though fully set forth herein:

- A. Article 8 – Holidays
 - B. Article 9 – Sick Leave
 - C. Article 10 – Vacation, Section 4
 - D. Article 11 – Other Leaves
 - E. Article 13 – Retirement Plan
 - a. Section 1,2,6, and 7
4. In addition to those benefits detailed in Section 1 above, the Unrepresented Employees in the positions of Public Services Director, Public Services Manager, Public Services Foreman, Water Chief Operator, Wastewater Chief Operator, Community Development Director, Project Manager, Building Inspector, Engineering Technician, Parks Director, Information Technology Director, and Information Technology Technician shall also receive the following benefits:
- a. Employee Safety Voucher for boots, safety glasses (ANSI187), work belt, and/or socks up to four-hundred dollars (\$400.00). Products must have ASTM, F2413-11, MI/75, C/75 and/or EH marking inside footwear.
5. In addition to those benefits detailed in Section 1 above, the Unrepresented Employees in the positions of Building Inspector, Human Resource Specialist, Financial Analyst and Recreation Program Coordinator shall also receive the following benefits:
- a. Employees will be eligible to receive 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 City Manager’s Office. In order to be eligible to receive bilingual pay, the use of the identified foreign language must be a necessary part of their daily work activities and for purposes of communicating with the general public.
6. The City Manager or designee are authorized to take those steps required to implement the provisions of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Imperial on the 21st day of July, 2021.

Karin Eugenio, Mayor

ATTEST:

Debra Jackson, City Clerk

CITY OF IMPERIAL
DIRECTOR OF PARKS

Range 102
MSPC Salary Schedule
Classification/Group: Management
Full Time | Exempt
Department: Parks

DEFINITION:

Under the general direction of the Assistant City Manager, the Director is responsible to plan, direct and lead the planning, development and maintenance of parks and City landscaping, and the operation of recreation facilities. The Director, as Department Head will provide responsible and complex leadership to demonstrate the role of parks in enhancing community vitality. He/she will be responsible for research and evaluation as part of strategic planning. The Director will represent the City to other agencies and organizations to develop partnerships that nurture the City's community programs and facilities. The Director will facilitate community problem solving and have the ability to be flexible and change plans based on the needs of the community. The Director will be committed to professional development and perform related duties as required.

ESSENTIAL JOB FUNCTIONS

Develop community knowledge and build partnerships and coalitions that will identify the Department as a community focal point. Engage in strategic thinking to analyze and evaluate the present and future needs for recreation and community service programs, facilities, and park areas. Formulate and recommend Department policies, priorities and objectives that will offer recreation experiences, and foster human development, health and wellness, cultural unity, safety and security, and enhance community identity. Research trends, demographics and assess community needs to project changes and resulting needs to plan strategically for the future. Manage the selection, supervision, training and evaluation of Department personnel. Evaluate personnel based on performance. Counsel personnel to correct deficiencies and implement disciplinary procedures as may be necessary. Continuously monitor and evaluate the efficiency and effectiveness of programs and services delivery methods, based on desired outcomes. Assess workloads, administrative support systems, and internal working relationships to identify opportunities for improvement. Direct the maintenance services for all park and recreation facilities to ensure the safety and security of park users. Provide advisory support to the Friends of Parks and act as liaison to other, citizen committees, community agencies and governmental agencies to facilitate land conservation, park development for the delivery of recreation programs and services. Negotiate with residential developers and other public agencies for dedication of land or fees for park purposes. Prepare and administer the Department operating and capital improvement budgets, manage capital equipment purchases and all expenditures and revenue of the Department. Coordinate the development of grants, legislative appropriations, corporate sponsorships, donations and other fund-raising programs to fund services and programs. Establish a customer service philosophy in the Department to respond to citizen inquiries and resolve difficult or controversial issues. Prepare and present verbal and written reports to City Council, County Board of Supervisors, District Board of Directors, Commissions, governmental agencies and community groups.

DESIRABLE TRAINING AND EXPERIENCE

A Bachelor's degree in business management or public administration preferred, or Five years of professional parks leadership experience, at least two years of which were in an administrative capacity.

DESRABLE KNOWLEDGE AND ABILITIES

Knowledge of current theories, principles and practices common to public administration, park planning, development and maintenance and recreation administration. Team-oriented leader committed to employee empowerment, problem solving and customer service. Budgeting and personnel management as practiced in the public sector. Skills in resource development to garner grants, legislative appropriations, donations, sponsorships and in-kind services for programs. Ability to "multitask" to handle competing priorities and demands. Ability to facilitate employee and community groups to solve problems, resolve conflicts and work effectively and collaboratively. Technological literacy in computer applications and data management for park and recreation service delivery. Skills in monitoring and evaluating program results and demonstrating outcomes both qualitatively and quantitatively. Political acumen and community relations ability to build partnerships and advocacy for the Department. Leadership skills to establish and promote a vision for the future. Communicate and motivate others to

enlace that vision. Principles and practices applying to land use, contract development and administration. Familiarity with federal, state and local laws, codes and regulations that are pertinent to the management and operation of parks and recreation programs and facilities. Verbal and written communication skills to develop reports, grants, evaluations and other material as appropriate.

WORKING CONDITIONS

Working Conditions:

Work Environment:

- Indoor/Outdoor environment;
- Seasonal heat and cold or adverse weather conditions;
- Regular exposure to fumes, dust, oil and grease;
- Noise from equipment operation;
- Driving a vehicle to conduct work;
- Variable hours including evening, week-ends and holidays.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Dexterity of hands and fingers to operate a computer keyboard, maintenance equipment and tools;
- Seeing to inspect projects and read a variety of materials;
- Hearing and speaking to exchange information;
- Sitting or standing for extended periods of time;
- Lifting, carrying, pushing and pulling heavy objects as assigned by the position;
- Walking over rough or uneven surfaces and to inspect projects;
- Bending at the waist, kneeling or crouching;
- Reaching overhead, above the shoulders and horizontally;
- Heavy physical labor;
- Climbing ladders.

HAZARDS:

- Working around and with machinery with moving parts;
- Working at heights;
- Exposure to chemicals and fumes.

LICENSE

Must possess valid California Driver's License.
Certified Playground Safety Inspector

CITY OF IMPERIAL**JOB DESCRIPTION****FINANCIAL ANALYST**

Range 78

MSPC Salary Schedule

Classification/Group: Confidential

Full-Time Exempt

Department: Administrative Services Department

DEFINITION:

Under the direction of the Administrative Services Director, or providing departmental support to the City's many departments and utility operations, including preparation, validation, analysis and review of financial information and systems to ensure accurate and timely financial reporting; perform a variety of complex accounting and bookkeeping functions such as payroll, accounts payable and business licensing; prepare invoices, checks, requisitions and related financial statements and documents; review, process, evaluate and ensure accuracy of a variety of back statements and financial information; respond to inquiries regarding accounts payable and business licensing; prepare and maintain a variety of auditable financial records and reports.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Promote long term financial planning and forecasting;
- Encourage the corporate use of available financial information and strive to continuously improve upon the information and processes available to support the departments and the corporation as a whole;
- Assist in maintaining the integrity of information in the financial systems;
- Develop policies and procedures that encompass sound business and financial processes and internal controls;
- Assist in other special projects as a finance resource.
- Perform a variety of accounting duties in support of complex accounting functions such as payroll, general business licensing, business licensing for taxi cabs and accounts payable; prepare and maintain financial statements, materials and documents; audit accounts for errors and make appropriate adjustments; review, adjust and ensure accuracy of journal entries.
- Prepare financial documents and reports for the City's Housing Rehabilitation program; gather and record related program financial information including W-2s and accounts payable closings; prepare state reports and submit for approval.
- Respond to a variety of questions regarding business licensing, accounts payable, City's accounting policies and related procedures.
- Maintain general ledger and designated cash accounts as assigned; monitor funds for income and expenditures and make appropriate adjustments; prepare related financial statements; recommend transfer of funds as appropriate; ensure accuracy of related transactions.
- Maintain accounting schedules as assigned; prepare related journal entries and reports; maintain related invoices and purchase requisitions; verify assets to assist auditors and administrators as requested.
- Input and update a variety of financial data into an assigned computer system; maintain automated financial records and files; generate and distribute a variety of computerized reports as assigned; ensure accuracy of input and output data.

- Research, compile, prepare and revise accounting data regarding assigned accounts; prepare and maintain a variety of auditable financial records, reports and files related to assigned accounts, income, expenditures, reconciliations, statements and assigned activities.
- Assemble, match, sort, tabulate, check and post a variety of financial data such as income and expenditures to appropriate accounts; review data for accuracy and completeness.
- Operate a variety of office equipment including a calculator, computer and assigned software.
- Communicate with personnel and various outside agencies to exchange information and resolve issues or concerns.
- Participate in a variety of other assigned activities such as preparing employee salary advances, processing tax data, preparing billing statements, monitoring suspicious activities, and other activities as assigned.
- Assist in ensuring financial transactions comply with established State and local laws, codes, rules, regulations, policies and procedures.

OTHER DUTIES:

- Perform related duties as assigned.

REQUIRED QUALIFICATIONS:

Education and Experience:

- Any combination equivalent to: Associate's degree in accounting or related field and three (3) years clerical accounting experience.
- Two (2) years of progressively responsible accounting and budget development experience, preferably in a municipal environment
- Intermediate skill level in MS Excel preferred

Licenses and other Requirements:

- N/A

Knowledge of:

- Municipal and utility accounting experience, including a working knowledge of relevant legislation and municipal policy, is an asset;
- Must demonstrate corporate competencies: Customer Focus, Results Orientation, Integrity, and Teamwork;
- In-depth understanding of business operations, processes and internal controls;
- Strong working knowledge of budgetary accounting and reporting processes necessary to develop efficient and effective systems and procedures;
- Strong customer service skills, including the ability to establish good working relationships with a variety of internal and external clients and the public;
- Demonstrate discretion when dealing with confidential information;
- Strong organizational skills with the ability to prioritize work in a demanding environment;
- Demonstrate accuracy and attention to detail;
- Knowledge of related policies, procedures, legislation and initiatives;
- Financial and statistical record-keeping techniques.
- Preparation of financial statements and comprehensive accounting reports.
- General accounting and business functions of a governmental organization.
- Use and processing of requisitions, purchase orders, invoices and related documents.
- Data control procedures and data entry operations.

- Modern office practices, procedures and equipment.
- Interpersonal skills including tact, patience and courtesy.

Ability to:

- Perform a variety of technical accounting duties in the review, evaluation and adjustment of assigned accounts.
- Maintain accurate financial and statistical records.
- Prepare and evaluate comprehensive accounting reports and statements.
- Verify, balance and adjust accounts.
- Review, process, evaluate and verify a variety of financial information.
- Identify, investigate and resolve financial errors and discrepancies.
- Issue and distribute vendor and claim reimbursement payments as assigned.
- Monitor and audit income and expenditures.
- Assemble, organize and prepare data for records and reports.
- Reconcile, balance and audit assigned accounts.
- Compare numbers and detect errors efficiently.
- Operate standard office equipment including a computer and assigned software.
- Communicate effectively both orally and in writing.
- Establish and maintain cooperative and effective working relationships with others.
- Meet schedules and timelines.
- Perform arithmetic calculations quickly and accurately.

WORKING CONDITIONS:

Work Environment:

- Indoor/Office environment.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Dexterity of hands and fingers to operate a computer keyboard.
- Seeing to read a variety of materials.
- Hearing and speaking to exchange information.
- Sitting for extended periods of time.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed.

CITY OF IMPERIAL**JOB DESCRIPTION****PUBLIC RECORDS ANALYST**

Range 78 MSPC Salary Schedule
Professional Classification
Full-Time Exempt
Department: City Manager's Office

DEFINITION:

Under the direction of the City Manager's Office, Public Records Analyst organizes responsive documents, reviews and redacts exempted information prior to releasing records. The work requires the analyst to establish and maintain an understanding of City's functions, positive working relationships with City contacts, and accommodations to help record holders with locating and collecting records. Public Records work requires the analyst to work with requesters to clarify requests for records, define the scope of searches, gather data related to a request and propose solutions that balances the public's right to access records against personal privacy rights and other confidentiality considerations.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- This position requires timeliness, the ability to frequently reset priorities, and organize and communicate information to and from multiple sources, including department managers, campus counsel, and others.
- Incumbent will serve as support for office initiatives and activities including scheduling, training, document scanning, and other general office duties.
- Applies professional concepts to conduct analytical studies or projects of moderate scope and complexity to address a variety of policy, research and procedural issues.
- Fully analyzes issues and problems, gathers data and information, finds and evaluates alternatives and makes sound recommendations.
- Process, and respond to requests for records under the California Public Records Act (CPRA),
- The Public Records Analyst will correspond with requesters, track requests for records, and analyze the scope of the request to identify responsive records.
- Assist in maintenance and management of city council proceedings and other city records;
- Perform related duties as assigned.

REQUIRED QUALIFICATIONS:**Education and Experience:**

- Minimum three (3) years' experience in related field, preferably in municipal government
- Bachelor's Degree in business or public administration preferred and/or equivalent experience and training in records management

Licenses and other Requirements:

- California Driver's License

Knowledge and Abilities:

- Strong computer skills with proficiency in the use of the Microsoft Windows operating system and the following application programs: Microsoft Word, Microsoft Outlook, Microsoft Excel, Microsoft Access, Microsoft PowerPoint, electronic mail, and the Internet. Familiarity with Adobe Acrobat and the use of .pdf formatted files
- Proficient in communication and interpersonal skills to communicate effectively, both verbally and in writing. Ability to consistently maintain professional demeanor as a representative of the City of Imperial.
- Proficient in ability to use discretion and maintain all confidentiality. Ability to maintain and safeguard confidentiality of documents.
- Demonstrates ability to use sound judgment in responding to issues and concerns.
- Demonstrates ability to analyze, research and synthesize large amounts of data with strong attention to detail.
- Proficient in ability to multi-task with demanding timeframes with the judgement to seek assistance from the public records team to meet statutory obligations to provide timely access to records.
- Working knowledge of applicable policy analysis techniques. Ability to comprehend and apply State and Federal laws and City of Imperial policies related to information practices and public records. Ability to use knowledge of public records law, privacy practices City of Imperial policy and system wide guidance to collect and prepare information for use in discussions, meetings with colleagues and external constituents.
- Ability to communicate clearly and accurately with proper grammar to a diverse group of internal and external stakeholders.
- Effective interpersonal skills including the ability to work in a team environment and work collaboratively with coworkers and others; demonstrated ability to effectively use tact and diplomacy to solicit cooperation from individuals in a complex and diverse environment.
- Familiarity with City of Imperial administrative and academic organizational structure, mode of governance, general policies, procedures, and regulations preferred.
- Knowledge of parliamentary procedure such as Roberts Rules of Order and Rosenberg's Rules of Order.
- Knowledge and application of Ralph M. Brown Act, the Maddy Act, and other sections of the California Government Code.
- Knowledge of and experience with privacy and freedom of information (FOI) laws, such as the California Public Records Act, California Information Practices Act, Freedom of Information Act, Family Educational Rights and Privacy Act, and Health Insurance Portability and Accountability Act.

WORKING CONDITIONS:

Work Environment:

- Indoor/Office environment.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Dexterity of hands and fingers to operate a computer keyboard.
- Seeing to read a variety of materials.
- Hearing and speaking to exchange information.
- Sitting for extended periods of time.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed.

DRAFT

DATE SUBMITTED 7/16/2021
 SUBMITTED BY ACM
 DATE ACTION REQUIRED 7/21/2021

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: RENAMING OF SKY RANCH PARK AS "DEPUTY ANTHONY REDONDO MEMORIAL PARK"

1. APPROVAL OF RESOLUTION NO. 2021-47 TO RENAME SKY RANCH PARK AS "DEPUTY ANTHONY REDONDO MEMORIAL PARK"

DEPARTMENT INVOLVED: City Manager's Office/Parks Department/Imperial Police Department

BACKGROUND/SUMMARY:

The City of Imperial was made aware of the significance Sky Ranch Park provides to the late Deputy Redondo and his family. Deputy Redondo trained for both the Police Academy and Imperial County Sherriff's Office Agility Test at the park daily, and enjoyed outings with his family; specifically, his little sister. Deputy Redondo was a resident of the City of Imperial. In remembrance of his legacy, and all fallen law enforcement, we request the Council's consideration in renaming Sky Ranch Park as "Deputy Anthony Redondo Memorial Park"

FISCAL IMPACT: Not to Exceed \$10,000.00 – Within City Manager's Signing Authority

Funding Source: Sky Ranch Lighting & Landscaping Funds

Account Balance: \$662,558.00

ADMIN SERV
INITIALS _____

STAFF RECOMMENDATION:

DEPT. INITIALS _____

MANAGER'S RECOMMENDATION: It is our recommendation to rename Sky Ranch Park as "Deputy Anthony Redondo Memorial Park" in honor.

ACM INITIALS AB

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

RESOLUTION 2021-47

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF IMPERIAL
RENAMING THE SKY RANCH PARK
THE “DEPUTY ANTHONY REDONDO MEMORIAL PARK”**

WHEREAS, on the evening of June 26, 2021, Imperial County Sheriff’s Deputy Anthony Redondo tragically lost his life in a fatal on-duty vehicle collision while responding to a call for service; and

WHEREAS, Deputy Redondo was a citizen of the City of Imperial, residing in Sky Ranch with his mother Janelle and Step-Father Sgt. Eric Frazier of the Imperial County Sherriff’s Office; and

WHEREAS; the City desires to recognize Deputy Redondo, as well as all men and women in the law enforcement community for their brave efforts in risking their lives on a daily basis to protect our City and community; and

WHEREAS, the City of Imperial (“City”) maintains a network of fifteen parks and open spaces for use by its citizens for recreation. A number of these parks are named after individuals for their contributions to the City and community; and

WHEREAS, Deputy Redondo spent hours in preparation for the police academy and Imperial County Sherriff’s Office Physical Agility Test at Sky Ranch Park exercising daily; and

WHEREAS, Deputy Redondo would spend time with his younger sister and family at Sky Ranch Park; and

WHEREAS, during Deputy Redondo’s less than one year of service, he achieved his goal as a Imperial County Sherriff’s Office Deputy to have positive interactions with and impact upon the public; and

WHEREAS, the City Council has identified “Sky Ranch Park” as an appropriate park to commemorate the legacy of Deputy Redondo due to the reasons stated herein; and

WHEREAS the City of Imperial offers our profound sympathy to the Family and Friends of Deputy Anthony Redondo, a Deputy of who all should be proud; and

WHEREAS, through this Resolution, the City Council desires to rename Sky Ranch Park the “Deputy Anthony Redondo Memorial Park” to commemorate him as well as the fallen heroes of law enforcement who have given their lives for their community.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the above recitals are true and correct;
2. That the Sky Ranch Park officially be named the "Deputy Anthony Redondo Memorial Park"; and
3. That the City Manager, or designee, is authorized to take those steps required to implement the provisions of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Imperial on the 21st day of July, 2021.

Karin Eugenio, Mayor

ATTEST:

Debra Jackson, City Clerk

Agenda Item No. B-2

DATE SUBMITTED

6/30/2021

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

7/21/2021

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

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: ZONE CHANGE AND GENERAL PLAN AMENDMENT FROM R-1 (SINGLE-FAMILY RESIDENTIAL) TO OP (OPEN SPACE) ON THE FOLLOWING ASSESSOR PARCEL NUMBERS: 063-250-011, AND ADOPTION OF NEGATIVE DECLARATION.

1. ADOPTION/2nd READING BY TITLE ONLY OF ORD. NO. 812 APPROVING THE ZONE CHANGE AND GENERAL PLAN AMENDMENT FROM R-1 (SINGLE-FAMILY RESIDENTIAL) TO OP (OPEN SPACE)
2. ADOPTION OF RESOLUTION 2021 48 REAFFIRMING THE ADOPTION OF A MITIGATED NEGATIVE DECLARATION AND GENERAL PLAN AMENDMENT.

DEPARTMENT
INVOLVED:

COMMUNITY DEVELOPMENT

BACKGROUND/SUMMARY:

SEE STAFF REPORT ATTACHED

FISCAL IMPACT: N/A

ADMIN
SERVICES
SIGN
INITIALS



STAFF RECOMMENDATION: Approval

DEPT.
INITIALS



MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS



MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVE ()

D

REFERRED

TO:

REJECTED ()

DEFERRED ()

ORDINANCE NO. 812

AN ORDINANCE OF THE CITY OF IMPERIAL AMENDING THE IMPERIAL CITY CODE TO CHANGE THE ZONING DESIGNATION AND GENERAL PLAN AMENDMENT FROM R-1 (RESIDENTIAL SINGLE FAMILY) TO OP (OPEN SPACE) FOR THE FOLLOWING APN: 063-250-011

Pursuant to Imperial City Code Section 24.19.600 *et seq.*, the City Council of the City of Imperial, State of California, does hereby ordain as follows:

SECTION 1: The “Official Zoning Map” of the City of Imperial, Imperial County, adopted at Section 24.01.140 of Chapter 24 of the Imperial City Code is hereby conditionally amended pursuant to Section 24.19.600, *et seq.* as set forth in this ordinance.

SECTION 2: The property affected by this ordinance is shown in Exhibit A, specifically known as APN: 063-250-011

SECTION 3: The new zone for said property is hereby changed from R-1 (Residential Single Family) to OP (OPEN SPACE).

SECTION 4: Effective Date. This Ordinance shall take effect and shall be in force thirty (30) days after the date of adoption, and prior to the expiration of fifteen (15) days from the passage thereof, shall be published at least once in a newspaper of general circulation printed and published in the County of Imperial, together with the names of the members of the City Council voting for and against the same.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Imperial, this ____ day of ____ 2021.

Karin Eugenio, Mayor

ATTEST:

Debra Jackson, City Clerk



Staff Report

Agenda Item No.

To: City Council
From: Othon Mora, Community Development Director
Date: June 30, 2021
Subject: Zone Change and General Plan Amendment
Town Site Park Project

Summary:

| | |
|--------------------------|--------------------------------------|
| Applicant: | City of Imperial |
| Project Location: | 618 Barioni Blvd; Imperial, CA 92251 |
| Current Zoning: | R-1 (Residential Single-Family) |
| Proposed Zoning: | OP (Open Space) |
| General Plan: | Residential |
| Environmental: | Mitigated Negative Declaration |

Background:

Town site park project is a community driven project that would be funded by Prop 68 funds available in round 4 of California state parks grant. City of Imperial in partnership with Imperial High school District and has submitted an application to the state seeking the maximum funds available to develop new recreational features for this proposed park project site. The rezone is proposed to be approximately 4.16 AC. The parcel in question is entirely surrounded by residential zoned properties.

- Support/lighting amenities will also be included in way of benches, gazebos, security LED lighting for park features and parking areas.
- Repurposing of the current band storage room to an ADA compliant bathroom for men and women.
- Landscape will be placed throughout the project to include drought tolerant trees, shrubs, and will be placed on a type of "drip irrigation" system
- The project will require the mobilization of grading, excavating and trenching equipment as well as trucking in materials.
- Onsite improvements of electrical, plumbing and other foreseen and possibly unforeseen items will be needs.

Planning Commission Public Hearing and Action

The Planning Commission is an advisory board in matters regarding Zone Changes and General Plan Amendment. In making their recommendation, the Commission considered testimonies and comments received during the public hearing. The Commission considered the intent of the General Plan in providing recreational uses to the nearby residential uses. On June 23, 2021, The Planning Commission recommended approval of the Zone Change, general plan amendment and Mitigated Negative Declaration.

City Council Public Hearing and Action

On July 7, 2021, the City Council introduced Ordinance No. 812 to approve the proposed zone change and adopted Resolution No. 2021—38 adopting a Mitigated Negative Declaration for the project, as well as the General Plan amendment. In taking this action, the City Council considered testimonies and comments received during the public hearing, as well as the recommendation from the Planning Commission. The City Council considered the intent of the General Plan in providing recreational uses to the nearby residential uses.

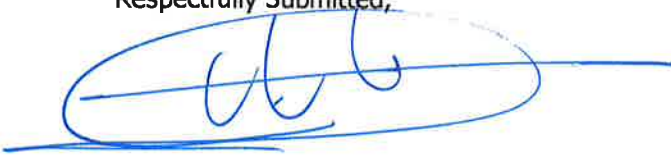
Environmental Compliance:

The project is proposed to be a Mitigated Negative Declaration in regards to the California Environmental Quality Act (CEQA). Please see attached the proposed Mitigated Negative Declaration prepared for the study.

Recommendation:

Staff recommends the City Council conduct a public hearing to receive comments for and against the project. Unless sufficient evidence to the contrary is presented at the public hearing, Staff recommends approving the zone change through adoption of Ordinance No. 812, as well as adopting Resolution No. 2021-38 reaffirming the City Council's July 7, 2021 actions to adopt the general plan amendment from R-1 (Residential Single Family) to OP (Open Space) and Mitigated Negative Declaration for the 4.16 AC on parcel number 063-250-011.

Respectfully Submitted,

A handwritten signature in blue ink, consisting of stylized initials 'OM' followed by a horizontal line extending to the right.

Othon Mora
Community Development Director

Attachments:

- Open Space Ordinance of the City of Imperial
- Resolution with Conditions of Approval

RESOLUTION NO. 2021- 43

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL,
CALIFORNIA, REAFFIRMING ITS ADOPTION OF A MITIGATED
NEGATIVE DECLARATION AND GENERAL PLAN AMENDMENT RELATED
TO THE ZONE CHANGE FOR 4.16 ACRES OF ASSESSOR PARCEL NUMBER
063-250-011 FROM R-1 (RESIDENTIAL SINGLE FAMILY) TO OP (OPEN
SPACE) TO ALLOW FOR THE DEVELOPMENT OF A NEW OUTDOOR
RECREATIONAL PARK SITE**

WHEREAS, the Imperial Unified School District jointly with the City of Imperial applied for a General Plan Amendment and Zone Change from R-1 (Residential Single Family) to OP (Open Space) **4.16 AC** for certain real property described as follows:

ASSESSOR PARCEL NUMBER: 063-250-011

WHEREAS, a duly notified public hearing was held by the Planning Commission on June 23, 2021; and

WHEREAS, a duly notified public hearing was held by the City Council on July 7th, 2021; and

WHEREAS, upon hearing and considering all testimony and arguments, examining the Initial Environmental Study, analyzing the information submitted by staff and considering any written and oral comments received, the City Council considered all facts relating to the Environmental Assessment for the proposed General Plan Amendment and Zone Change project and approved Resolution No. 2021-38 (Resolution) to adopt a Mitigated Negative Declaration and General Plan Amendment related to the proposed zone change.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial as follows:

- A) That the foregoing recitations are true and correct; and
- B) That based on the evidence presented at the July 7, 2021 public hearing, the City Council found and now reaffirms its finding as follows:
 - 1. The proposed zone change and general plan amendment are consistent with the goals, objectives and policies of the General Plan;
 - 2. The proposed zone change, general plan amendment, and Outdoor Recreational Park is compatible with the surrounding environment;

3. Public facilities and services can be provided to the proposed Park Site development without placing undue additional burden on existing residents and businesses; and
- C) That based on the July 7, 2021 findings as reaffirmed above, the City Council adopted and hereby reaffirms the adoption of the Mitigated Negative Declaration and General Plan amendment, subject to the conditions of approval attached hereto; and
- D) That based on the evidence presented at the on July 7, 2021 public hearing, the City Council approved and hereby reaffirms the approval of the Mitigated Negative Declaration and General Plan amendment, subject to the conditions of approval attached hereto; and
- E) All actions made by the City Council on July 7, 2021 and reaffirmed through this Resolution are based on the following findings:
1. The project has been reviewed in accordance with the requirements set forth by the City of Imperial for implementation of the California Environmental Quality Act.
 2. The project is in compliance with the California Environmental Quality Act, Section 2100 through 21174 of the Public Resources Code.
 3. The initial environmental assessment shows that there is no substantial evidence that the zone change and general plan amendment may have a significant impact on the environment.
 4. There are no sensitive resources located within the area of the project or adjacent to the area of the project so as to be significantly impacted by the project.
 5. The proposed Zone Change and General Plan Amendment are consistent with the intent of the Imperial General Plan to maintain land use designation consistency within the incorporated area of a City's and its sphere of influence.
 6. The proposed Zone Change and General Plan Amendment are consistent with the policies and the land uses of the existing City of Imperial General Plan.

7. The proposed General Plan Amendment and Zone Change are consistent with the objective of the City of Imperial Zoning Ordinance.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Imperial, this 21st day of July 2021.

Mayor, City Council

ATTEST:

City Clerk

RESOLUTION NO CC 2021-____

CONDITIONS OF APPROVAL

for

**ZONE CHANGE AND GENERAL PLAN AMENDMENT #21_02
(ZC/GPA 21_02)
R-1 (Residential Single Family) to OP (OPEN SPACE)
FOR 4.16 AC OF ASSESSOR PARCEL NUMBER 063-250-011**

1. The Zone Change and General Plan amendment approve 4.16 AC of assessor parcel number: 063-250-011 from R-1 (Residential Single Family) to OP (Open Space) contingent upon receipt of official lot split “legal descriptions” and “meets-and-bounds” prepared by a certificated land surveyor and submitted to the City of Imperial’s Community Development Department for review, approval, and recording the approved “Legal Descriptions” at the Imperial County Recorder’s Office.
2. These conditions of approval only cover the zone change and general plan amendment. Applicant must still apply for Site Plan Review and Building Permit Process prior to the commence of any work and can be bound by future conditions of approval if required by the City of Imperial’s Community Development Department
3. The Developer/Applicant shall comply with all local, State and Federal laws, regulations, rules, ordinances, and standards as they pertain to this project, whether specified herein or not. Where conflicts occur, the most stringent shall apply.
4. The Developer/Applicant shall pay all applicable impact and capacity fees.
5. The Applicant shall agree to defend, indemnify and hold harmless the City of Imperial and its agents, including consultants, officers and employees from any claim, action or proceeding against the City or its agents, including consultants, officers and employees to attack, set aside, void, or annul the approval of this zone change and general plan amendment. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney’s fees, or expert

witness costs that may be asserted by any person or entity, including the Property Owner/Applicant arising out of or in connection with the approval of the zone change and general plan amendment including any claim for private attorney general fees claimed by, or awarded to any party from the City.

6. All conditions of approval for this zone change and general plan amendment shall be reprinted and included as a plan sheet(s) with the building permit plan check sets submitted for review and approval. These conditions of approval shall be on, at all times, all grading, landscaping, and construction plans kept on the project site. It is the responsibility of the Applicant to ensure that the project contractor is aware of, and abides by, all conditions of approval. Prior approval from the Planning Department must be received before any changes are constituted in site design, grading, building design, building colors or materials, landscape material, etc.
7. The provisions of the permit are to run with the land/project and shall bind the current and future owner(s) successor(s) in interest, assignee(s) and/or transferor(s) of said project.
8. If the Community Development Department finds and determines that the Permittee or successor-in-interest has not complied or cannot comply with the terms and conditions of the zone change and general plan amendment, or the Planning/Building Department determines that the permitted activities constitute a nuisance, the City shall provide Permittee with notice and opportunity to comply with the enforcement or abatement order. If after receipt of the order (1) Permittee fails to comply, and/or (2) Permittee cannot comply with the conditions set forth in the then the matter shall be referred to the Planning Commission for modification to conditions of approval, suspension, or termination, or to the appropriate enforcement authority.
9. As between the City and the Permittee, any violation of the conditions of approval may be a "nuisance per se". The City may enforce the terms and conditions of this permit in accordance with its Codified Ordinances and/or State law. The provisions of this paragraph shall not apply to any claim of nuisance per se brought by a third party.
10. Permittee shall not be permitted to maintain a "nuisance", which is anything which: (1) is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, and/or (2) affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal, and/or (3) occurs during or as a result of the project.

ORDINANCE NO. 785

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, APPROVING THE PRE-ZONING OF THE IMPERIAL REGIONAL PARK AND EQUESTRIAN CENTER PROJECT AREA IN CONFORMANCE WITH THE LAND USE POLICIES OF THE IMPERIAL GENERAL PLAN AND IN PREPARATION OF AN APPLICATION FOR AN ANNEXATION INTO THE CITY OF IMPERIAL

WHEREAS, the City Council of the City of Imperial, California considered all of the evidence, including, but not limited to, the City Planning Commission Resolution, staff report and attachments, and public testimony at a duly notified public hearing on June 17, 2015; and

WHEREAS, the City Council finds that the Pre-zoning is consistent with the goals, objectives and policies of the City of Imperial General Plan and will not conflict with the General Plan; and

WHEREAS, the City Council finds that the Pre-zoning will not be detrimental to the public interest, health, safety, convenience, or welfare of the City; and

WHEREAS, the proposed action complies with the provisions of the California Environmental Quality Act (CEQA) and a Mitigated Negative Declaration was adopted for the project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IMPERIAL DOES ORDAIN AS FOLLOWS:

Section 1. In view of all the evidence and based on the foregoing findings and conclusions, the City Council hereby approves the Pre-zoning of the Imperial Regional Park and Equestrian Center Project Area as shown on the attached map (Exhibit A), for the purpose of establishing applicable zoning districts in accordance with the land use policies of the Imperial General Plan, in preparation for submission of an application to the Imperial County Local Area Formation Commission seeking annexation of the project area into the City of Imperial.

Section 2. Chapter 24 of the City of Imperial Municipal Code (Zoning Code) is hereby amended as follows:

Section 24.20.100 - O-S OPEN SPACE ZONE

24.20.110 - Intent and purpose. It is the intent of this chapter to provide for the preservation, maintenance and enhancement of valuable natural, environmental and recreational resources while permitting reasonable and compatible uses of land. In order to properly manage these resources, criteria and regulations must be formulated to guide uses in the following open space capacities as defined in the open space element: productive, protective, structural, recreational and scenic preservation. The purpose and intent of this chapter shall be the advancement of the following objectives:

1. To protect and preserve land areas for the managed production of natural resources;
2. To protect, maintain and enhance air quality;
3. To assure the continued availability of open space lands for the enjoyment of outdoor recreation;

4. To preserve and enhance areas of significant scenic amenity, unique natural features, and areas of educational and scientific research;
5. To implement the conservation and open space elements of the general plan;

24.20.120 - Uses permitted. Uses permitted within the open space zone are as follows:

1. Agricultural uses as follows:
 - a. Trees for fruit, nut or timber;
 - b. Bushes or vines for berries and grapes;
 - c. Field, vegetable, and truck or row crops;
 - d. Orchards, vineyards, and bushes for fruit or nuts;
 - e. Drying of crops, hay, straw and seed;
 - f. Storage and wholesaling of crops grown on the property;
 - g. Animal breeding, pasturing or ranching;
 - h. The growing and harvesting of flowers, ornamentals and turf;
 - i. The keeping of farm animals and fowl for recreation, agricultural and school projects;
 - j. Agricultural stand on forty or more acres of land is permitted for the sale of agricultural, horticultural, floricultural or farming products, grown or produced on the premises.
2. Parks and Recreational facilities owned by public agencies;
3. Nurseries and greenhouses without retail sales;
4. Commercial or private stables and riding academies; boarding and care of horses, including living quarters for grooms and caretakers located within the same building;
5. Year-round roadside produce stands and Certified Farmers Market.
6. Seasonal stands (including Christmas trees and pumpkins).
7. Eating Establishments as an accessory use
8. Equestrian Facilities
9. Outdoor Recreation Facilities
10. RV Parks
11. Campsites

24.20.130 - Uses subject to a conditional use permit. The following uses may be permitted if a conditional use permit is obtained in the manner provided in the zoning ordinance and such use conforms to every term and condition of the permit. A permit for any of these uses may be granted by the planning commission if the applicant produces sufficient proof that the use will not be injurious or detrimental to the public health, safety or welfare, or to the property in the vicinity or zone in which the use will be situated; that the effects can be prevented with the imposition of conditions, and that the permit is necessary for the owner of the property to make reasonable use of the property:

1. Radio and television towers and related facilities excluding studios;
2. Hotels and Motels
3. Retail Facilities

4. Eating Establishments as a primary use
5. Residential Structures

24.20.140 - Development standards.

The following development standards shall apply to all developments within the O-S open space zone and all buildings or structures hereinafter erected shall conform to the following:

1. **Lot Area.** No minimum required
2. **Setbacks.** All buildings shall be setback a minimum of twenty feet.
3. **Building Height.** Buildings and structures located within 50' of any public right-of-way shall not exceed 25' in height. There are no height limits when the building or structure is located more than 50' away from any public right-of-way.
4. **Utilities.** All utilities shall be placed underground. This requirement may be waived where the utility agency will not allow the installation of their facilities underground.
5. **Signs.** Signs shall specifically relate to the use of the parcel and shall be approved by the Planning Commission.
6. **Animals and Fowl Maintenance.** The keeping of animals and fowl shall be maintained in accordance with the following:
 - a. The area where animals and fowl are maintained shall not create a nuisance in relation to adjoining property and shall be kept in a healthful manner.
 - b. The animals and fowl shall be contained in such a manner to restrict their movement onto the public right-of-way or adjoining property.
 - c. The area where animals or fowl are maintained shall be a minimum of fifty feet from any building used for human habitation excepting domestic pets such as dogs or cats.

Section 3. Effective Date: This Ordinance shall take effect 30 days after its passage and adoption pursuant to California Government Code Section 36937 and shall supersede any conflicting provision of any City of Imperial ordinance.

PASSED, APPROVED AND ADOPTED this 15th day of July, 2015.



Mayor

ATTEST:



City Clerk

**STATE OF CALIFORNIA)
COUNTY OF IMPERIAL)ss
CITY OF IMPERIAL)**

I, Debra Jackson, City Clerk of the City of Imperial, do hereby certify that the foregoing Ordinance No. 785 had its 1st reading on June 17, 2015 and was passed by the following roll call vote:

| | | |
|-----------------|-------------------------------|---------------------------|
| AYES: | COX, SAMPSON, AND GRAN | |
| NOES: | NONE | |
| ABSENT: | DALE AND TUCKER | |
| ABSTAIN: | NONE | MOTION CARRIED 3-0 |

I, Debra Jackson, City Clerk of the City of Imperial, do hereby certify that the foregoing Ordinance No. 785 had its 2nd reading on July 15, 2015 and was passed by the following roll call vote:

| | | |
|-----------------|---------------------------------------|---------------------------|
| AYES: | COX, SAMPSON, TUCKER, AND GRAN | |
| NOES: | NONE | |
| ABSENT: | DALE | |
| ABSTAIN: | NONE | MOTION CARRIED 4-0 |



DEBRA JACKSON, CITY CLERK
CITY OF IMPERIAL, CALIFORNIA

DATE SUBMITTED 7/16/21
 SUBMITTED BY ACM
 DATE ACTION REQUIRED 7/21/21

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

0

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: APPOINTMENT OF CITY CLERK AND
 ESTABLISHMENT OF COMPENSATION

1. APPOINTMENT OF CITY MANAGER AS INTERIM CITY CLERK
2. RESOLUTION NO. 2021-49 AMENDING COMPENSATION FOR THE POSITION OF
 CITY CLERK

DEPARTMENT INVOLVED: City Manager/City Attorney

BACKGROUND/SUMMARY:

Whereas the Office of the City Clerk will have an unscheduled vacancy as of August 1, 2021. In preparation of that, the City Council should make an appointment of an interim City Clerk effective on such date. It is the recommendation of the City Attorney to appoint City Manager Dennis Morita to the office until such time as the City Council decides how they would like to proceed with a special election. As such, it is the recommendation of the City Manager to establish the compensation of the position as \$0.00 effective the day the office is assumed.

FISCAL IMPACT: None

ADMIN SERV
INITIALS _____

STAFF RECOMMENDATION:

DEPT. INITIALS _____

MANAGER'S RECOMMENDATION: It is staff's recommendation to appoint
 Dennis Morita as the interim City Clerk and establish compensation at \$0.00

ACM INITIALS AB

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

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

REFERRED TO:

RESOLUTION NO. 2021-49

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL AMENDING
THE COMPENSATION FOR THE POSITION OF CITY CLERK**

WHEREAS, pursuant to Government Code section 36517 and Imperial City Code, Article 1, Chapter 2, Section 2-3.1, the City Clerk's compensation to be established by resolution; and

WHEREAS, the City Clerk is elected by the electors of Imperial, a General Law City,

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IMPERIAL,
CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:**

1. Except as provided by duly adopted ordinance or resolution of the City Council, the duties and responsibilities of the position of City Clerk shall be those functions and duties as set forth by the Statutes of the State of California for City Clerks in General Law Cities of the State of California.
2. Effective August 1, 2021, and until amended by a resolution of the City Council, the full compensation for the position of City Clerk shall be zero dollars (\$0.00) per month.
3. Effective August 1, 2021, Resolution No. 2021-41 is repealed.

APPROVED, PASSED AND ADOPTED at a regular meeting of the City Council held on the ____ day of _____, 2021 by the following vote:

Mayor

ATTEST:

City Clerk

DATE SUBMITTED 7/16/21
 SUBMITTED BY ACM
 DATE ACTION REQUIRED 7/21/21

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: OPPOSITION OF SB 262
 1. SUPPORT/OPPOSE SB 262 – ZERO BAIL LEGISLATION

DEPARTMENT INVOLVED: City Manager's Office/Imperial Police Department

BACKGROUND/SUMMARY:

SB 262 has advanced to the Assembly Public Safety Committee. Whereas SB 262 would make permanent the "cite and release" protocols that have been put in place during the COVID-19 Pandemic. However, the legislation further restricts Judge's authority and discretion to offer bail enhancements on certain cases. We request the City Council take position of opposition as it would be detrimental to our community.

FISCAL IMPACT: N/A

ADMIN SERV
INITIALS _____

STAFF RECOMMENDATION:

DEPT. INITIALS _____

MANAGER'S RECOMMENDATION: It is the recommendation of the City Manager's Office to oppose SB 262.

CITY
MANAGER'S
INITIALS ab

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

APPROVED ()
 DISAPPROVED ()

REJECTED ()
 DEFERRED ()

REFERRED TO:



SB-262 Bail. (2021-2022)

SHARE THIS:



Date Published: 05/21/2021 04:00 AM

AMENDED IN SENATE MAY 20, 2021

AMENDED IN SENATE MARCH 10, 2021

CALIFORNIA LEGISLATURE— 2021–2022 REGULAR SESSION

SENATE BILL

NO. 262

**Introduced by Senators Hertzberg and Skinner
(Principal coauthor: Assembly Member Bonta)
(Coauthors: Senators Bradford and Wiener)**

January 27, 2021

An act to amend Section 1269b of, and to add Sections 1269d and 1302.5 to, the Penal Code, relating to bail.

LEGISLATIVE COUNSEL'S DIGEST

SB 262, as amended, Hertzberg. Bail.

Existing law provides for the procedure of approving and accepting bail, and issuing an order for the appearance and release of an arrested person. Existing law authorizes specified sheriff, police, and court employees to approve and accept bail in the amount fixed by the warrant of arrest, schedule of bail, or order admitting to bail. Existing law requires the superior court judges in each county to prepare, adopt, and annually revise a uniform countywide schedule of bail, as specified.

This bill would require bail to be set at \$0 for all offenses except, among others, serious or violent felonies, violations of specified protective orders, battery against a spouse, sex offenses, and driving under the influence. The bill would require the Judicial Council to prepare, adopt, and annually revise a ~~bail schedule for the exempt offenses. The bill would state the intent of the Legislature to enact further changes to current law to ensure that a defendant is not detained pending trial simply due to an inability to pay for the amount of bail in the statewide schedule:~~ statewide bail schedule. The bill would require bail to be set according to the statewide schedule for any subsequent separate offense while the defendant is released on bail that was set at \$0. The bill would require the court, prior to setting bail, to consider whether nonfinancial conditions will reasonably protect the public and the victim and reasonably assure the arrestee's presence at trial. The bill would, if the court concludes that money bail is necessary, require the court to consider the arrestee's ability to pay and to set bail at a level the arrestee can reasonably afford. The bill would prohibit costs relating to conditions of release on bail from being imposed on persons released on bail or on their own recognizance. The bill would require the sheriff, police, and court employees above to approve and accept bail in the amount fixed by the bail schedule.

This bill would require the court to order a return of money or property paid to a bail bond licensee by or on behalf of the arrestee to obtain bail if the action or proceeding against the arrestee who has been admitted to bail is dismissed, no charges are filed against the arrestee within 60 days of arrest, or the arrestee has made all court appearances during the pendency of the action or proceeding against the arrestee, as specified. The bill would authorize the bail bond licensee to retain a surcharge not to exceed 5% of the amount paid by the arrestee or on behalf of the arrestee. The bill would require the court to order this return of money or property only for a bail contract entered into on or after January 1, 2022.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. *The Legislature finds and declares all of the following:*

(a) The pretrial justice system in California is fundamentally broken. Not only has it failed to achieve its stated objectives of preventing recidivism and assuring court appearance, but it has significantly eroded a sacred principle in our criminal justice system: the presumption of innocence.

(b) California's high incarceration rate is a direct consequence of our heavy reliance on pretrial detention. In 2015, the Public Policy Institute of California reported that roughly 50,000, or 62 percent, of jail beds in California were filled with inmates awaiting trial or sentencing. According to a more recent report, 44,241 county jail inmates across California in 2020, approximately three-quarters of the state's total jail population, had not been convicted of or sentenced for a crime.

(c) As the California Supreme Court has observed, the consequences of pretrial detention on the accused and their families are immense and profound. Research suggests that pretrial detention heightens the risk of losing a job, a home, and custody of a child. Time in jail awaiting trial may even be associated with a higher likelihood of reoffending, beginning anew a vicious cycle.

(d) These consequences are intensified by California's money bail system, which often keeps people incarcerated before trial simply because they cannot afford to pay bail. Indeed, as the California Supreme Court has adduced, the median bail amount in California, roughly \$50,000, is more than five times the median for the rest of the nation on average.

(e) A recent report published by the University of California, Los Angeles, Bunche Center estimated that approximately 97 percent of people who make bail in California use a bail agent and pay a nonrefundable fee to a private company in order to secure their freedom. This is not a simple transaction because people often have to borrow from friends and family, enter into exploitative financing schemes, or put up their property, even their homes, as collateral. Arrestees unable to gather the funds are often pressured into taking a plea without having a full and fair opportunity to defend their case, or worse, when they are actually innocent.

(f) The money bail industry in California has evolved into a predatory scheme that puts profits over people and does not enhance public safety or improve court appearance rates. According to the Public Policy Institute of California, despite higher rates of pretrial detention compared to other states, California, under the current system, still has lower court appearance rates and higher rearrest rates.

(g) The California Supreme Court has noted that the excessive pretrial detention that results from California's money bail system forces the state to bear the cost of housing and feeding arrestees that could be properly released. For instance, just six California counties spent \$37,500,000 over a two-year period jailing people who were never charged or who had charges dropped or dismissed.

(h) By shifting from a system focused on pretrial detention to one focused on pretrial release, outcomes could be vastly improved. Studies show that the cost of supervising a person in the community pending trial is generally about 10 percent the cost of keeping them in jail. Several jurisdictions across the country have transitioned to release-based models that save taxpayers millions of dollars without sacrificing public safety.

(i) Modern technology provides an array of valuable tools that have already proven effective in the pretrial context, rendering many current practices obsolete. For instance, recent research suggests that simple text message reminders can significantly improve court appearance. The pretrial system in the County of Santa Clara, which relies on text message reminders, has maintained a 95-percent court appearance rate for defendants released before trial.

(j) In March 2021, the California Supreme Court ruled that conditioning freedom solely on whether an arrestee can afford bail is unconstitutional, and that in setting bail, judges must consider an arrestee's ability to pay.

(k) California should be a leader in enacting meaningful bail reform that upholds the values of equal protection and due process without compromising the safety of victims and the general public.

SECTION 1. SEC. 2. Section 1269b of the Penal Code is amended to read:

1269b. (a) The officer in charge of a jail in which an arrested person is held in custody, an officer of a sheriff's department or police department of a city who is in charge of a jail or is employed at a fixed police or sheriff's facility and is acting under an agreement with the agency that keeps the jail in which an arrested person is held in custody, an employee of a sheriff's department or police department of a city who is assigned by the department to collect bail, the clerk of the superior court of the county in which the offense was alleged to have been committed, and the clerk of the superior court in which the case against the defendant is pending shall approve and accept bail in the amount fixed pursuant to this section in cash or surety bond executed by a certified, admitted surety insurer as provided in the Insurance Code, to issue and sign an order for the release of the arrested person, and to set a time and place for the appearance of the arrested person before the appropriate court and give notice thereof.

(b) If a defendant has appeared before a judge of the court on the charge contained in the complaint, indictment, or information, the bail shall be in the amount fixed by the judge at the time of the appearance, in accordance with subdivisions (c) and (d). If that appearance has not been made, the amount of bail shall be fixed pursuant to subdivisions (c) and (d).

(c) Bail shall be set at zero dollars (\$0) for all misdemeanor and felony offenses except the following:

(1) A serious felony, as defined in subdivision (c) of Section 1192.7, or a violent felony, as defined in subdivision (c) of Section 667.5.

(2) A felony violation of Section 69.

(3) A violation of paragraph (1) of subdivision (c) of Section 166.

(4) A violation of Section 136.1 when punishment is imposed under subdivision (c) of Section 136.1.

(5) A violation of Section 262.

(6) A violation of paragraph (1) of subdivision (e) of Section 243 or Section 273.5.

(7) A violation of Section 273.6 if the detained person made threats to kill or harm, has engaged in violence against, or has gone to the residence or workplace of, the protected party.

(8) A violation of Section 422 where the offense is charged as a felony.

(9) A violation of Section 646.9.

(10) A violation of an offense listed in subdivision (c) of Section 290.

(11) A violation of Section 23152 or 23153 of the Vehicle Code.

(12) A felony violation of Section 463.

(13) A violation of Section 29800.

(14) A violation of Section 422.6 or Section 422.7.

(15) A violation of Section 236.1.

(16) A violation of Section 273a or Section 273d.

(17) A violation of Section 368.

(18) A violation of paragraph (4) of subdivision (a) of Section 245.

(d) ~~(1)~~ For all offenses listed in paragraphs (1) to ~~(13)~~, (18), inclusive, of subdivision (c), *and for the purposes of subdivision (e)*, the Judicial Council shall prepare, adopt, and annually revise a schedule of bail amounts, which shall apply statewide.

~~(2) It is the intent of the Legislature to enact further changes to current law to ensure that a defendant is not detained pending trial simply due to an inability to pay for the amount of bail in the statewide schedule set pursuant to paragraph (1).~~

(e) While released on bail for zero dollars (\$0), bail for subsequent separate offenses shall be set pursuant to the statewide bail schedule established by Judicial Council pursuant to subdivision (d), and subject to the provisions in subdivision (f). This subdivision does not apply to those subsequent and separate offenses that occur after the original offense is resolved.

(f) (1) Prior to setting bail for an offense listed in paragraphs (1) to (18), inclusive, of subdivision (c), or for an offense pursuant to subdivision (e), the court shall first consider whether nonfinancial conditions will reasonably protect the public and the victim and reasonably assure the arrestee's presence at trial.

(2) If the court concludes that money bail is reasonably necessary to protect the public and the victim or reasonably assure the arrestee's presence at trial, the court shall consider the arrestee's ability to pay, and set bail at a level the arrestee can reasonably afford.

~~(e)~~

(g) The penalty schedule for infraction violations of the Vehicle Code shall be established by the Judicial Council in accordance with Section 40310 of the Vehicle Code.

~~(f)~~

(h) In adopting a uniform statewide schedule of bail for all offenses listed in paragraphs (1) to ~~(13)~~, (18), inclusive, of subdivision (c), the Judicial Council shall consider the seriousness of the offense charged. In considering the seriousness of the offense charged the judges shall assign an additional amount of required bail for each aggravating or enhancing factor chargeable in the complaint, including, but not limited to, additional bail for charges alleging facts that would bring a person within any of the following sections: Section 667.5, 667.51, 667.6, 667.8, 667.85, 667.9, 667.10, 12022, 12022.1, 12022.2, 12022.3, 12022.4, 12022.5, 12022.53, 12022.7, 12022.8, or 12022.9 of this code, or Section 11356.5, 11370.2, or 11370.4 of the Health and Safety Code.

~~(g)~~

(i) The statewide bail schedule shall contain a list of the offenses and the amounts of bail applicable for each offense. The Judicial Council shall send a copy of the statewide bail schedule to the presiding judge of each superior court, and the presiding judge shall provide a copy of the statewide bail schedule to the officer in charge of the county jail, to the officer in charge of each city jail within the county, and to each superior court judge and commissioner in the county.

~~(h)~~

(j) (1) Upon posting bail, the defendant or arrested person shall be discharged from custody as to the offense on which the bail is posted.

(2) All money and surety bonds so deposited with an officer authorized to receive bail shall be transmitted immediately to the judge or clerk of the court by which the order was made or warrant issued or bail schedule fixed. If, in the case of felonies, an indictment is filed, the judge or clerk of the court shall transmit all of the money and surety bonds to the clerk of the court.

~~(i)~~

(k) If a defendant or arrested person so released fails to appear at the time and in the court so ordered upon their release from custody, Sections 1305 and 1306 apply.

SEC. 2. SEC. 3. Section 1269d is added to the Penal Code, to read:

1269d. Costs relating to conditions of release from custody shall not be imposed on a person released on bail or *their* own recognizance pursuant to this chapter.

SEC. 3. SEC. 4. Section 1302.5 is added to the Penal Code, to read:

1302.5. (a) The court shall order a return of money or property paid to a bail bond licensee by or on behalf of the arrestee to obtain bail under any of the following circumstances:

(1) An action or proceeding against an arrestee who has been admitted to bail is dismissed.

(2) No charges are filed against the arrestee within 60 days of arrest.

(3) The arrestee has made all court appearances during the pendency of the action or proceeding against the arrestee.

(b) The bail bond licensee shall be entitled to retain a surcharge not to exceed 5 percent of the amount paid by the arrestee or on behalf of the arrestee.

(c) Money or property shall be returned pursuant to subdivision (a) within 30 days of the court order issued pursuant to subdivision (a) and shall be to the entity or person who paid the money or property to the bail bond licensee to obtain bail.

(d) A court shall order a return of money or property pursuant to this section only for a bail contract entered into on or after January 1, 2022.