

**AGENDA
CITY COUNCIL
CITY OF IMPERIAL
200 WEST 9TH STREET
IMPERIAL, CA 92251-1637
AUGUST 5, 2020
6:00 PM CLOSED SESSION
7:00 PM OPEN SESSION**

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

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

1. If you choose to attend the Council meeting in person, you will be required to maintain appropriate physical distance, i.e. maintain a 6-foot distance between yourself and other individuals. Please note seating is limited.
2. You are strongly encouraged to observe the City Council meetings via Livestream at the City of Imperial Facebook page.
3. Email public comments to cityclerk@cityofimperial.org by 5:00 pm on Wednesday, August 5, 2020. Comments received by 5:00 pm will be read into the record.

TELECONFERENCE NOTICE

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

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

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

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

A. CITY COUNCIL CONVENES TO CLOSED SESSION AT 6:00 PM

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

- A-1. SUBJECT: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of G.C. 54956.9 (2 potential cases)

A-2. SUBJECT: CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(G.C. 54956.8)
Property: Northwest Corner of 15th St and SR-86
Agency Negotiators: City Manager Dennis Morita
Negotiating Parties: Halferty Development Company LLC
Under Negotiation: Pricing and Terms

A-3 SUBJECT: CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(G.C. 54956.8)
Property: APN: 064-106-001 and 064-106-004
Agency Negotiators: City Manager Dennis Morita
Negotiating Parties: DG Strategic II, LLC
Under Negotiation: Pricing and Terms

CITY COUNCIL ADJOURNS CLOSED SESSION

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

ROLL CALL

PLEDGE OF ALLEGIANCE

ADJUSTMENTS TO THIS AGENDA

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

C. PUBLIC APPEARANCES:

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

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

D. SPECIAL PRESENTATIONS:

D-1. SUBJECT: REPUBLIC SERVICES, GREEN WASTE/RECYCLING CONTAMINATION.

D-2. SUBJECT: 4:13 FITNESS CENTER.

E. 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**

E-1. Approval of claims/warrants report.

E-2. Approval of minutes of regular and special city council meetings for June 17, 2020 and July 1, 2020.

E-3. Approval of rental of long-reach excavator from Clairemont Equipment in the amount of \$11,331.25 for cleaning of ponds at the Water Treatment Plant.

E-4. Approval of agreement between City of Imperial and Imperial Unified School District for School Resource Officer for the 2020-2021 school year.

E-5. Approval to solicit proposals for City Attorney professional services for the City of Imperial.

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

F-1. **SUBJECT:** DISCUSSION/ACTION: 2020 OVERLAY IMPROVEMENTS PROJECT AT THE INTERSECTION OF ATEN BOULEVARD AND CLARK ROAD BID NO. 2020-09.

1. AWARD CONSTRUCTION CONTRACT TO LC PAVING & SEALING, INC. IN THE AMOUNT OF \$480,605.43.
2. AUTHORIZE 15% CONTINGENCY.

F-2. **SUBJECT:** DISCUSSION/ACTION: LAND MANAGEMENT SOFTWARE SYSTEM SERVICES.

1. AWARD CONTRACT TO CITIZENSERVE IN THE AMOUNT OF \$111,600.00 (5-YEARS).

F-3. **SUBJECT:** DISCUSSION/ACTION: ENGINEERING DESIGN SERVICES FOR THE 2ND STREET REHABILITATION & RECONSTRUCTION FROM OLD SR-86 TO “P” STREET.

1. AWARD CONTRACT TO LC ENGINEERING CONSULTANTS, INC. IN THE AMOUNT OF \$44,000.00.

F-4. **SUBJECT:** DISCUSSION/ACTION: TRAFFIC CONCERNS AT THE INTERSECTION OF BARIONI BOULEVARD AND “P” STREET.

1. APPROVAL TO PLACE AND INSTALL A FOUR (4) WAY STOP AT THE INTERSECTION OF BARIONI BOULEVARD AND “P” STREET.

F-5. **SUBJECT:** DISCUSSION/ACTION: STATUS OF EMERGENCY REPAIRS AT INTERSECTION OF HWY 86 & NECKEL ROAD.

1. CONTINUE THE EMERGENCY FOR THE REPAIRS TO THE TRAFFIC SIGNAL.

F-6. **SUBJECT:** DISCUSSION/ACTION: PLAYGROUND SURFACING IMPROVEMENT PROJECT – BID NO. 2020-06.

1. REJECT ALL BIDS RECEIVED.
2. AUTHORIZE STAFF TO RE-BID THE PROJECT.

F-7. **SUBJECT:** DISCUSSION/ACTION: PURCHASE OF EQUIPMENT FOR PARKS DEPARTMENT.

1. APPROVAL TO PURCHASE VEHICLE FROM FLEETS 101, INC. IN THE AMOUNT OF \$28,131.00.

F-8. SUBJECT: DISCUSSION/ACTION: “ACCEPTABLE USE POLICY” FOR THE USE OF INFORMATION, ELECTRONIC AND COMPUTING DEVICES AND NETWORK RESOURCES.

1. APPROVAL OF THE ACCEPTABLE USE POLICY.

F-9. SUBJECT: DISCUSSION/ACTION: AGREEMENT BETWEEN CITY OF IMPERIAL AND CODE EXXPERTS.

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 AMOUNT OF \$19,095.75.

F-10. SUBJECT: DISCUSSION/ACTION: PURCHASE OF EQUIPMENT – POLICE DEPARTMENT.

1. APPROVAL TO PURCHASE SIX (6) MOTOROLA APX 6000 RADIOS FROM MOTOROLA SOLUTIONS IN AN AMOUNT NOT TO EXCEED \$31,000.

F-11. SUBJECT: DISCUSSION/ACTION: MEMORANDUM OF UNDERSTANDING BETWEEN TEAMSTERS LOCAL UNION 542 AND THE CITY OF IMPERIAL.

1. APPROVAL OF RESOLUTION NO. 2020-49, APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF IMPERIAL AND TEAMSTERS LOCAL UNION LOCAL 542 FOR FISCAL YEAR 2020-2021.
2. APPROVAL OF ADDENDUM TO INCORPORATE TERMS AND CONDITIONS UNDER ARTICLE 5, COMPENSATION DUE TO THE IMPACTS OF COVID-19.
3. APPROVAL OF AMENDMENT TO APPENDIX “A” POSITION ALLOCATION LIST TO RELINQUISH THE POSITIONS OF POLICE RECORDS CLERK, SENIOR RECORDS CLERK, POLICE SERVICES TECHNICIAN, AND ANIMAL CONTROL OFFICER TO IMPERIAL POLICE OFFICERS ASSOCIATION.

F-12. SUBJECT: DISCUSSION/ACTION: MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF IMPERIAL AND IMPERIAL POLICE OFFICER’S ASSOCIATION.

- 1 APPROVAL OF RESOLUTION NO. 2020-50, TO ADOPT THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IMPERIAL AND IMPERIAL POLICE OFFICER’S ASSOCIATION FOR THE TERM OF ONE (FISCAL) YEAR.
- 2 APPROVAL OF ADDENDUM TO INCORPORATE TERMS AND CONDITIONS UNDER ARTICLE XVII, COMPENSATION DUE TO IMPACTS OF COVID-19.
- 3 APPROVAL OF AMENDMENT TO EXHIBIT “A” POSITION ALLOCATION LIST TO ACCEPT RELINQUISHED POSITIONS OF POLICE RECORDS CLERK, SENIOR RECORDS CLERK, POLICE SERVICES TECHNICIAN, AND ANIMAL CONTROL OFFICER FROM TEAMSTERS LOCAL UNION 542.

F-13. SUBJECT: DISCUSSION/ACTION: RECLASSIFICATION OF POSITIONS TO IMPERIAL POLICE OFFICER'S ASSOCIATION.

1. APPROVAL OF RECLASSIFICATION OF ANIMAL CONTROL OFFICER TO POLICE SERVICES OFFICER I, RANGE 57 ON THE IMPERIAL POLICE OFFICER'S ASSOCIATION SALARY SCHEDULE.
2. APPROVAL OF RECLASSIFICATION OF POLICE RECORDS CLERK TO POLICE SERVICES OFFICER II, RANGE 60 ON THE IMPERIAL POLICE OFFICER'S ASSOCIATION SALARY SCHEDULE.
3. APPROVAL OF RECLASSIFICATION OF POLICE EVIDENCE TECHNICIAN TO POLICE SERVICES OFFICER II, RANGE 60 ON THE IMPERIAL POLICE OFFICER'S ASSOCIATION SALARY SCHEDULE.
4. APPROVAL OF RECLASSIFICATION OF SENIOR RECORDS CLERK TO POLICE SERVICES OFFICER III, RANGE 66 ON THE IMPERIAL POLICE OFFICER'S ASSOCIATION SALARY SCHEDULE.

F-14. SUBJECT: DISCUSSION/ACTION: INFORMATION TECHNOLOGY TECHNICIAN POSITION.

1. APPROVAL OF CLASSIFICATION, SALARY RANGE, AND JOB DESCRIPTION FOR INFORMATION TECHNOLOGY TECHNICIAN POSITION, I/II/III.

F-15. SUBJECT: DISCUSSION/ACTION: CORONAVIRUS RELIEF FUND.

1. APPROVAL OF CITY OF IMPERIAL ECONOMIC STABILITY CORONAVIRUS RELIEF PROGRAM.

F-16. SUBJECT: DISCUSSION/ACTION: UPDATE OF COVID-19 PANDEMIC.

G. REPORTS:

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

G-2. SUBJECT: CITY MANAGER REPORT.

G-3. SUBJECT: DEPARTMENT REPORTS.

ADJOURN CITY COUNCIL MEETING UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, AUGUST 19, 2020 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: 07/30/2020

Time: 4:29 pm

Page: 1

CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
94222	07/17/2020	Printed		391	A & R CONSTRUCTION		64,206.88
94223	07/17/2020	Printed		1642	ACME SAFETY & SUPPLY CORP		100.00
94224	07/17/2020	Printed		1618	ADLERHORST INTERNATIONAL LLC		4,620.00
94225	07/17/2020	Printed		023	AIRWAVE COMMUNICATIONS		67.50
94226	07/17/2020	Printed		6859	ALL VALLEY BACKFLOW		168.68
94227	07/17/2020	Printed		5956	AMAZON CAPITAL SERVICES		240.21
94228	07/17/2020	Printed		1066	AT&T		2,243.17
94230	07/17/2020	Printed		4400	BABCOCK LABORATORIES, INC.		1,891.00
94231	07/17/2020	Printed		674	BRENNTAG		15,075.57
94232	07/17/2020	Printed		2430	CALIFORNIA BUILDING STANDARDS		693.00
94233	07/17/2020	Printed		110	CALIFORNIA LIBRARY ASSOCIATION		165.00
94234	07/17/2020	Printed		455	CALIFORNIA STATE DISBURSEMENT		618.46
94235	07/17/2020	Printed		7118	CESAR VALLES		138.20
94236	07/17/2020	Printed		6222	CODE EXXPERTS, LLC		795.66
94237	07/17/2020	Printed		514	CORE & MAIN LP		601.67
94238	07/17/2020	Printed		6857	COUNTY MOTOR PARTS CO, INC		283.58
94239	07/17/2020	Printed		3403	DANIELS TIRE CORPORATE ADMIN		887.31
94240	07/17/2020	Printed		1287	DEMCO, INC.		279.83
94241	07/17/2020	Printed		339	DEPARTMENT OF CONSERVATION		2,289.17
94242	07/17/2020	Printed		569	DESERT VETERINARY GROUP		110.00
94243	07/17/2020	Printed		2815	DEVELOPMENT MANAGEMENT GROUP		6,000.00
94244	07/17/2020	Printed		517	DYNAMIC CONSULTING ENGINEERS		63,765.00
94245	07/17/2020	Printed		6642	EDD		100.00
94246	07/17/2020	Printed		710	GRAINGER		1,358.70
94247	07/17/2020	Printed		205	GRANITE CONSTRUCTION CO.		758,609.04
94248	07/17/2020	Printed		4894	GRANITE DATA SOLUTIONS		82.68
94249	07/17/2020	Printed		7116	HOJUNG JOO		12.36
94250	07/17/2020	Printed		2096	HOME DEPOT CREDIT SERVICES		1,482.12
94251	07/17/2020	Printed		026	ICMA-RC		1,890.19
94252	07/17/2020	Printed		4637	IMPERIAL COUNTY PUBLIC HEALTH		636.00
94253	07/17/2020	Printed		1403	IMPERIAL COUNTY SHERIFF'S OFFI		22.00
94254	07/17/2020	Printed		4264	IMPERIAL IRRIGATION DISTRICT		7,920.00
94255	07/17/2020	Printed		102	IMPERIAL POLICE OFFICERS ASSN		650.00
94256	07/17/2020	Printed		122	IMPERIAL STORES		474.92
94257	07/17/2020	Printed		3187	IMPERIAL TRUSS & LUMBER CO.		763.82
94258	07/17/2020	Printed		1555	IMPERIAL VALLEY PRESS		439.13
94259	07/17/2020	Printed		535	IMPERIAL VALLEY TRUCK & AUTO		46.74
94260	07/17/2020	Printed		5317	INNOVATIVE INTERFACES INC		4,816.88
94261	07/17/2020	Printed		320	INTERNAL REVENUE SERVICE		150.00
94262	07/17/2020	Printed		7114	IRIS BIEDERMANN		30.00
94263	07/17/2020	Printed		2175	IVECA		73,945.00
94264	07/17/2020	Printed		1587	JADE SECURITY SYSTEMS, INC.		59.99
94265	07/17/2020	Printed		7119	JEREMY SCHAFER		1,500.00
94266	07/17/2020	Printed		601	JT TOWING & AUTO REPAIR		85.00
94267	07/17/2020	Printed		7115	JUAN VILLAREAL		10.99
94268	07/17/2020	Printed		5776	KAESER COMPRESSORS, INC		2,983.51
94269	07/17/2020	Printed		7117	KEARNY MESA		142,536.53

Check Register Report

Date: 07/30/2020

Time: 4:29 pm

Page: 2

CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
94270	07/17/2020	Printed		2901	KIMBALL MIDWEST		78.44
94271	07/17/2020	Printed		1647	LA BRUCHERIE IRRIGATION SUPPLY		181.86
94272	07/17/2020	Printed		5230	LABOR COMPLIANCE CONSULTANTS		1,235.00
94273	07/17/2020	Printed		6596	LC ENGINEERING CONSULTANTS INC		9,540.00
94274	07/17/2020	Printed		101	LINCOLN LIFE		1,226.00
94275	07/17/2020	Printed		401	LOWE'S		482.84
94276	07/17/2020	Printed		2028	MAD GRAPHIX INC		43.10
94277	07/17/2020	Printed		2295	NEW BORDER TACTICAL, INC		162.10
94278	07/17/2020	Printed		3080	NOBEL SYSTEMS		2,863.44
94279	07/17/2020	Printed		084	PITNEY BOWES PURCHASE POWER		400.00
94280	07/17/2020	Printed		5117	RECDESK LLC		3,700.00
94281	07/17/2020	Printed		957	SC FUELS		2,163.30
94282	07/17/2020	Printed		979	SELLERS PETROLEUM		6,874.22
94283	07/17/2020	Printed		1239	SHERWIN-WILLIAMS		55.92
94284	07/17/2020	Printed		1367	SHRED-IT		67.00
94285	07/17/2020	Printed		5955	SITEIMPROVE, INC		3,635.01
94286	07/17/2020	Printed		135	SOCALGAS		53.47
94287	07/17/2020	Printed		6416	SUN DATA SUPPLY		71.37
94288	07/17/2020	Printed		104	TEAMSTERS, LOCAL 542		1,735.00
94289	07/17/2020	Printed		5774	TOTAL INDUSTRIES INC		398.68
94290	07/17/2020	Printed		2008	UNITED PARCEL SERVICE		15.54
94291	07/17/2020	Printed		944	UNITED WAY OF IMPERIAL COUNTY		7.00
94292	07/17/2020	Printed		6313	US AIR CONDITIONING		211.17
94293	07/17/2020	Printed		1100	USA BLUEBOOK		1,225.34
94295	07/17/2020	Printed		615	VALLEY PEST SERVICES, INC		1,297.00
94296	07/17/2020	Printed		611	VERIZON WIRELESS		644.76
94297	07/17/2020	Printed		6700	VERTEX BUILDERS		4,284.00
94298	07/17/2020	Printed		1568	WEBB AND ASSOCIATES		55,932.56
94299	07/17/2020	Printed		1154	WELLS FARGO BANK		15,000.00
94300	07/17/2020	Printed		487	XPRESS LUBE	1	57.22

Total Checks: 77

Checks Total (excluding void checks): 1,279,486.83

Total Payments: 77

Bank Total (excluding void checks): 1,279,486.83

Total Payments: 77

Grand Total (excluding void checks): 1,279,486.83

**MINUTES
CITY COUNCIL
CITY OF IMPERIAL
JUNE 17, 2020**

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

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

- A-1. **SUBJECT:** PUBLIC EMPLOYEE APPOINTMENT 54957 (b) (1)
TITLE: City Manager
- A-2. **SUBJECT:** PUBLIC EMPLOYEE PERFORMANCE EVALUATION 54954.5 (e)
TITLE: City Manager
- A-3. **SUBJECT:** CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED
LITIGATION (Section 54956.9 (d))

Significant exposure to litigation (1 potential case)

- A-4. **SUBJECT:** CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED
LITIGATION 54956.9(c)

Initiation of litigation (1 potential case)

- A-5. **SUBJECT:** CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

City of Imperial v. Western Insurance Company, et al
SDSC Case No. 37-2011-00083094-CU-CO-CTL

CITY COUNCIL ADJOURNED CLOSED SESSION AT 6:50 PM.

B. CITY COUNCIL RE-CONVENED TO OPEN SESSION

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

OTHER OFFICIALS PRESENT: CITY ATTORNEY MORITA, CITY CLERK
JACKSON, ASSISTANT CITY MANAGER BROWN,
PUBLIC SERVICES DIRECTOR LOPER*, FIRE
CHIEF ESTRADA*, POLICE CHIEF BARRA*, IT
DIRECTOR ESTRADA, COMMUNITY SERVICES
DIRECTOR HALLER*, PARKS SUPERVISOR
LOPEZ*, COMMUNITY DEVELOPMENT
DIRECTOR MORA*, AND POLICE CAPTAIN
LUNA*.

*remote participation

MAYOR PECHTL called the meeting to order at 7:00 pm and the Pledge of Allegiance was led by Councilman Tucker.

ADJUSTMENTS TO THIS AGENDA:

Staff requested Item D-2, Treasurers' Report be tabled to a future meeting.

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION:

City Attorney Morita announced that no reportable action was taken in Closed Session.

C. PUBLIC APPEARANCES:

C-1. Matters not appearing on the agenda.

Ray Roben, local real estate broker and developer addressed Council with ideas and suggestions for the abandoned hotel project. He would like to see the property re-zoned to allow for housing for seniors.

Marian Long, Imperial resident sang a song that she wrote in appreciation of our city government.

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 month of May 2020.

D-3. Approval of minutes for Regular and Special meetings: April 28, 2020, May 6, 2020, May 7, 2020, May 13, 2020, and May 18, 2020.

D-4. Approval to submit letter of support for Imperial Valley Business Recovery.

D-5. Approval to submit letter to CalEPA and CalRecycle regarding Local Government Regulatory Relief in Response to COVID-19 Pandemic.

Motion by AMPARANO, second by DALE to approve Consent agenda withholding warrant 93656 and item D-2.

AYES: AMPARANO, DALE, EUGENIO, TUCKER, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

Motion by DALE, second by AMPARANO to approve warrant 93656 payable to JT Towing.

AYES: AMPARANO, DALE, EUGENIO, AND PECHTL

NOES: NONE

ABSTAIN: TUCKER

ABSENT: NONE

MOTION CARRIED 4-0

E. ACTION ITEMS:

E-1. SUBJECT: EMERGENCY AT WASTEWATER TREATMENT PLANT – MANHOLES.

1. SUSPEND THE EMERGENCY.

Motion by AMPARANO, second by DALE to suspend the emergency.

AYES: AMPARANO, DALE, EUGENIO, TUCKER, AND PECHTL

NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

MOTION CARRIED 5-0

E-2. SUBJECT: WATER TREATMENT PLANT – PLATE SETTLER REPLACEMENT PROJECT – BID NO. 2020-04

1. AWARD BID TO SPIESS CONSTRUCTION CO. INC. IN THE AMOUNT OF \$839,800.00.

Motion by AMPARANO, second by DALE to award the bid to Spiess Construction Co.

AYES: AMPARANO, DALE, EUGENIO, TUCKER, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

E-3. SUBJECT: CITY CONFLICT OF INTEREST CODE – BIENNIAL REVIEW.

1. PROVIDE DIRECTION TO REVIEW THE CONFLICT OF INTEREST CODE.

Motion by DALE, second by AMPARANO to direct staff to conduct review of the code.

AYES: AMPARANO, DALE, EUGENIO, TUCKER, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

E-4. SUBJECT: FISCAL YEAR 2018-2019 AUDITS.

1. ACCEPTANCE OF FY 18-19 SINGLE AUDIT REPORT FOR FILING.

Motion by DALE, second by TUCKER to accept the Single Audit for filing.

AYES: AMPARANO, DALE, EUGENIO, TUCKER, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

2. ACCEPTANCE OF FY 18-19 TRANSPORTATION DEVELOPMENT ACT (TDA) AUDIT FOR FILING.

Motion by AMPARANO, second by TUCKER to accept the TDA audit for filing.

AYES: AMPARANO, DALE, EUGENIO, TUCKER, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

E-5. SUBJECT: MUNICIPAL BUDGET FOR FISCAL YEAR 2020-2021.

1. PRESENTATION/OVERVIEW OF MUNICIPAL BUDGET FOR FISCAL YEAR 2020-2021.

2. APPROVAL OF RESOLUTION NO. 2020-32, ADOPTING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2020-2021.

Motion by TUCKER, second by AMPARANO to table the item to the next meeting.

AYES: AMPARANO, DALE, EUGENIO, TUCKER, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

E-6. SUBJECT: EMPLOYMENT AGREEMENT – CITY MANAGER

Assistant City Manager Brown reported that the terms of the agreement include a 3-year term from July 1, 2020 through June 30, 2023 and an annual salary of \$155,000.00.

1. APPROVE EMPLOYMENT AGREEMENT BY AND BETWEEN THE CITY OF IMPERIAL AND DENNIS H. MORITA.

Motion by TUCKER, second by AMPARANO to approve the Employment Agreement.

AYES: AMPARANO, DALE, EUGENIO, TUCKER, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

E-7. SUBJECT: DISCUSSION/ACTION: UPDATE OF COVID-19 PANDEMIC.

Reported on the meeting held earlier in the day with state officials on moving forward with re-opening the county. The county is unable to move past the Stage 2 Lower Risk at this time.

F. REPORTS:

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

TUCKER stated that he fully supports our city's police department and fire department in light of current events and the calls for defunding of police departments nation-wide.

DALE spoke on a personal level on the impacts that the closure of businesses has and continues to have on the local economy and livelihoods.

AMPARANO congratulated both the Frank Wright Middle School and Imperial High School graduates. Glad the city was able to assist with the high school's drive through graduation.

EUGENIO thanked Dennis for his service during this time offered congratulations on becoming City Manager.

PECHTL echoed praise and support for our police department as well as county sheriff and fire departments. He encouraged everyone to exercise common sense in their personal lives to stay well and not spread the virus.

F-2. SUBJECT: CITY MANAGER REPORT

Morita commented on the past few months as Interim City Manager and is thankful for the opportunity to serve as City Manager.

F-3. SUBJECT: DEPARTMENT REPORTS.

Several department heads congratulated Mr. Morita on his appointment as City Manager.

Parks Superintendent Lopez informed Council the Sky Ranch wall project was completed last week.

ACM Brown informed everyone that the Census drive through parade will take place on Saturday June 20, 2020. The city is currently at a 60% response rate to the census.

CITY COUNCIL MEETING ADJOURNED AT 8:20 PM UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, JULY 1, 2020 AT 7:00 P.M.

**MINUTES
SPECIAL MEETING
CITY COUNCIL
CITY OF IMPERIAL
JULY 1, 2020**

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

A. CITY COUNCIL CONVENED TO OPEN SESSION AT 6:00 P.M.

COUNCIL MEMBERS PRESENT: **AMPARANO, DALE, EUGENIO, TUCKER
(REMOTE), AND PECHTL**

B. PUBLIC APPEARANCES:

None.

C. CITY COUNCIL CONVENED TO CLOSED SESSION

**C-1. SUBJECT: PUBLIC EMPLOYEE PERFORMANCE EVALUATION 54954.5 (e)
 TITLE: City Manager**

CITY COUNCIL ADJOURNED SPECIAL MEETING.

**MINUTES
CITY COUNCIL
CITY OF IMPERIAL
JULY 1, 2017**

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

**COUNCIL MEMBERS PRESENT: AMPARANO, DALE, EUGENIO, TUCKER (REMOTE), AND
PECHTL**

A. CITY COUNCIL CONVENED TO CLOSED SESSION.

**A-1. SUBJECT: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED
LITIGATION (Section 54956.9 (d))**

Significant exposure to litigation (1 potential case)

CITY COUNCIL ADJOURNED CLOSED SESSION

B. CITY COUNCIL CONVENED TO OPEN SESSION

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

COUNCIL MEMBERS ABSENT: TUCKER

**OTHER OFFICIALS PRESENT: CITY MANAGER MORITA, ASSISTANT CITY
MANAGER BROWN*, PUBLIC SERVICES DIRECTOR LOPER*, IT DIRECTOR ESTRADA,
COMMUNITY SERVICES DIRECTOR HALLER*, POLICE SGT. SHEFFIELD*,
ADMINISTRATIVE SERVICES DIRECTOR GUTIERREZ*, COMMUNITY DEVELOPMENT
DIRECTOR MORA*, CITY CLERK JACKSON, AND PARKS SUPERINTENDENT LOPEZ***

*remote participation

MAYOR PECHTL called the meeting to order at 7:07 pm and the Pledge of Allegiance was led by City Manager Morita.

ADJUSTMENTS TO THIS AGENDA:

City Manager removed Item F-3 and it will be considered at an adjourned meeting.

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

None.

C. PUBLIC APPEARANCES:

C-1. Matters not appearing on the agenda.

None.

C-2. Matters appearing on the agenda.

Bret Peace, March & Ash was present for item E-5.

D. CONSENT AGENDA:

- D-1.** Approval of claims/warrants report.
- D-2.** Approval of Treasurers' Report for the month of May 2020.
- D-3.** Approval of Resolution No. 2020-33, Determining and Levying the Special Taxes for City of Imperial Community Facilities District No. 2004-01 (Victoria Ranch).
- D-4.** Approval of Resolution No. 2020-34, Determining and Levying the Special Taxes for City of Imperial Community Facilities District No. 2004-2 (Mayfield).
- D-5.** Approval of Resolution No. 2020-35, Determining and Levying the Special Taxes for City of Imperial Community Facilities District No. 2004-3 (Bratton).
- D-6.** Approval of Resolution No. 2020-36, Determining and Levying the Special Taxes for City of Imperial Community Facilities District No. 2005-1 (Springfield).
- D-7.** Approval of Resolution No. 2020-37, Determining and Levying the Special Taxes for City of Imperial Community Facilities District No. 2006-1 (Monterrey Park).
- D-8.** Approval of Resolution No. 2020-38, Determining and Levying the Special Taxes for City of Imperial Community Facilities District No. 2006-2 (Savanna Ranch).

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

AYES: AMPARANO, DALE, EUGENIO, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: TUCKER

MOTION CARRIED 4-0

E. PUBLIC HEARINGS:

Scott Koppel, Koppel & Gruber was in attendance remotely to answer any questions for Items E-1, E-2, and E-3.

E-1. SUBJECT: PUBLIC HEARING: IMPERIAL LIGHTING MAINTENANCE DISTRICT NO. 1 (WILDFLOWER NO.8/PASEO DEL SOL SUBDIVISIONS).

The Public Hearing was opened at 7:15 PM, there being no comments from members of the public, and the hearing was closed at 7:16 PM.

1. APPROVAL OF RESOLUTION NO. 2020-39, APPROVING THE ENGINEER'S REPORT.

Motion by AMPARANO, second by EUGENIO to approve Resolution No. 2020-39.

AYES: AMPARANO, DALE, EUGENIO, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: TUCKER

MOTION CARRIED 4-0

2. APPROVAL OF RESOLUTION NO. 2020-40, ORDERING THE LEVYING AND COLLECTION OF ANNUAL ASSESSMENTS.

Motion by AMPARANO, second by DALE to approve Resolution No. 2020-40.

AYES: AMPARANO, DALE, EUGENIO, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: TUCKER

MOTION CARRIED 4-0

**E-2. SUBJECT: PUBLIC HEARING: IMPERIAL LANDSCAPE MAINTENANCE
DISTRICT NO. 1 (WILDFLOWER NO. 8/PASEO DEL SOL
SUBDIVISIONS).**

The Public Hearing was opened at 7:17 PM, there being no comments from members of the public the Hearing was closed at 7:18 PM.

1. APPROVAL OF RESOLUTION NO. 2020-41, APPROVING THE ENGINEER'S REPORT.

Motion by DALE, second by AMPARANO to approve Resolution No. 2020-41.

AYES: AMPARANO, DALE, EUGENIO, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: TUCKER

MOTION CARRIED 4-0

- 2 APPROVAL OF RESOLUTION NO. 2020-42, ORDERING THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS.

Motion by EUGENIO, second by AMPARANO to approve Resolution No. 2020-42.

AYES: AMPARANO, DALE, EUGENIO, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: TUCKER

MOTION CARRIED 4-0

**E-3. SUBJECT: PUBLIC HEARING: IMPERIAL LANDSCAPE MAINTENANCE
DISTRICT NO. 2 (SKY RANCH SUBDIVISION, ZONE 2005-03).**

The Public Hearing was opened at 7:19 PM. There being no comments from members of the public, the Hearing was closed at 7:20 PM.

1. APPROVAL OF RESOLUTION NO. 2020-43, APPROVING THE ENGINEER'S REPORT.

Motion by AMPARANO, second by DALE to approve Resolution No. 2020-43.

AYES: AMPARANO, DALE, EUGENIO, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: TUCKER

MOTION CARRIED 4-0

2. APPROVAL OF RESOLUTION NO. 2020-44, ORDERING THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS.

Motion by EUGENIO, second by DALE to approve Resolution No. 2020-44.

AYES: AMPARANO, DALE, EUGENIO, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: TUCKER

MOTION CARRIED 4-0

E-4. SUBJECT: PUBLIC HEARING: AMENDMENT TO MUNICIPAL ORDINANCES REGARDING SIGNAGE.

The Public Hearing was opened at 7:21 PM. There were no comments from the public and the hearing was closed at 7:22 PM.

1. INTRODUCTION AND FIRST READING BY TITLE ONLY OF ORDINANCE NO. 806 AMENDMENTS TO CHAPTER 3, SECTION 3-2, AND CHAPTER 24 SECTIONS 24.16.030, 24.16.050 AND 24.16.080.

Motion by DALE, second by EUGENIO to hold first reading of Ordinance No. 806 by title only.

AYES: AMPARANO, DALE, EUGENIO, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: TUCKER

MOTION CARRIED 4-0

2. PROVIDE DIRECTION TO STAFF TO PREPARE A SUMMARY OF ORDINANCE FOR PUBLICATION PURPOSES.

Motion by DALE, second by EUGENIO to direct staff to prepare a summary of the ordinance.

AYES: AMPARANO, DALE, EUGENIO, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: TUCKER

MOTION CARRIED 4-0

E-5. SUBJECT: PUBLIC HEARING: ADULT-USE CANNABIS DISPENSARY ORDINANCE AND ZONING TEXT AMENDMENT.

Spencer Andrews and Bret Peace, March & Ash was present to answer questions.

The Public Hearing was opened at 7:23 PM. There were no comments from members of the public and the Hearing was closed at 7:24 PM.

1. INTRODUCTION AND FIRST READING BY TITLE ONLY OF ORDINANCE NO. 807 PROVIDE FOR SPECIFIED COMMERCIAL CANNABIS ACTIVITY.

Motion by DALE, second by EUGENIO to hold first reading of Ordinance No. 807 by title only.

AYES: DALE, EUGENIO, AND PECHTL

NOES: AMPARANO

ABSTAIN: NONE

ABSENT: TUCKER

MOTION CARRIED 3-1

2. INTRODUCTION AND FIRST READING BY TITLE ONLY OF ORDINANCE NO. 808 AMENDING THE ZONING TEXT WITHIN THE COMMERCIAL ZONES CONDITIONALLY ALLOWING FOR ADULT-USE CANNABIS DISPENSARY WITHIN C-2 ZONE.

Motion by DALE, second by EUGENIO to hold the first reading of Ordinance No. 808 by title only.

AYES: DALE, EUGENIO, AND PECHTL

NOES: AMPARANO

ABSTAIN: NONE

ABSENT: TUCKER

MOTION CARRIED 3-1

3. PROVIDE DIRECTION TO STAFF TO PREPARE A SUMMARY OF ORDINANCE NO. 807 AND ORDINANCE NO. 808 FOR PUBLICATION PURPOSES.

Motion by DALE, second by EUGENIO to direct staff to prepare the summaries for publication.

AYES: DALE, EUGENIO, AND PECHTL

NOES: AMPARANO

ABSTAIN: NONE

ABSENT: TUCKER

MOTION CARRIED 3-1

F. ACTION ITEMS:

F-1. SUBJECT: DECLARE EMERGENCY AT NANCE & WORTHINGTON AREA MANHOLES.

1. APPROVAL OF RESOLUTION NO. 2020-45, DECLARING AN EMERGENCY AND AUTHORIZING THE CITY MANAGER TO TAKE ACTION AS MAY BE NECESSARY IN RESPONSE THERETO.

Motion by AMPARANO, second by DALE to approve Resolution No. 2020-45.

AYES: AMPARANO, DALE, EUGENIO, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: TUCKER

MOTION CARRIED 4-0

F-2. SUBJECT: PURCHASE OF EQUIPMENT – POLICE DEPARTMENT.

1. APPROVAL TO PURCHASE FOUR MOTOROLA APX6500 POLICE RADIOS FROM MOTOROLA SOLUTIONS IN THE AMOUNT OF \$14,964.12.

Motion by DALE, second by AMPARANO to approve the purchase of the radios.

AYES: AMPARANO, DALE, EUGENIO, AND PECHTL

NOES: NONE

ABSTAIN: NONE

ABSENT: TUCKER

MOTION CARRIED 4-0

F-3. SUBJECT: MUNICIPAL BUDGET FOR FISCAL YEAR 2020-2021.

1. PRESENTATION/OVERVIEW OF MUNICIPAL BUDGET FOR FISCAL YEAR 2020-2021.
2. APPROVAL OF RESOLUTION NO. 2020-32, ADOPTING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2020-2021.

Item tabled to the adjourned meeting.

F-4. SUBJECT: DISCUSSION/ACTION: UPDATE OF COVID-19 PANDEMIC.

ASSISTANT CITY MANAGER BROWN provided an update to council. Health Officer released a new order today continuing the order to stay home and continued closure of businesses along with the use of face coverings.

G. REPORTS:

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

AMPARANO commented on the loss of property and homes due to the fire in the community of Niland.

EUGENIO attended the virtual meeting with residents to discuss the Paseo del Sol Park.

PECHTL wished everyone a happy and safe 4th of July.

G-2. SUBJECT: CITY MANAGER REPORT

None.

G-3. SUBJECT: DEPARTMENT REPORTS.

None.

Motion by AMPARANO, second by EUGENIO to adjourn the meeting to July 6, 2020 at 6:00 pm.

AYES: AMPARANO, EUGENIO, AND PECHTL

NOES: DALE

ABSTAIN: NONE

ABSENT: TUCKER

MOTION CARRIED 3-1

COUNCIL MEETING ADJOURNED AT 7:52 PM.

DATE SUBMITTED July 27, 2020
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED August 5, 2020

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: WTP DISCUSSION/ACTION:
 Clean Up

1. Discuss, Approve/Disapprove rental of equipment to be used at WTP.

DEPARTMENT INVOLVED: Public Services

BACKGROUND/SUMMARY:

- Requesting to rent a Long-Reach Excavator with 48" bucket from Clairemont Equipment to assist with cleanup of ponds at Water Treatment Plant. Currently, Public Services only has a mini-excavator that would not meet needs for this project.

FISCAL IMPACT: \$11,331.25

100% Water GL: 50-510-5241

FINANCE
INITIALS



STAFF RECOMMENDATION: Approval

DEPT. INITIALS



MANAGER'S RECOMMENDATION: Approval

CITY
MANAGER'S
INITIALS



MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

APPROVED (
 DISAPPROVED (
 REFERRED TO:

REJECTED (
 DEFERRED (
 REFERRED TO:

PLEASE REMIT TO:
MAIN OFFICE
7651 Ronson Road
San Diego, CA 92111-1511
Billing Inquiries: (858) 278-8351
FAX: (858) 492-9959



440 WEST ATEN ROAD
IMPERIAL, CA 92251
(760) 355-7700

Page 1

Date

7-23-20

Q U O T E

EQUIPMENT IS CHARGED UNTIL CUSTOMER CALLS RENTAL
COUNTER FOR PICK UP CONFIRMATION NO.

DOCUMENT NO

659304

Bill To: 190629

Ship To:

CITY OF IMPERIAL
ATTN: A/P
420 S. IMPERIAL AVE.
IMPERIAL CA 92251

CITY OF IMPERIAL
ATTN: A/P
420 S. IMPERIAL AVE.
IMPERIAL CA 92251
Phone 760-355-4371

Terms: NET 30 Slsmn: 602/604 P.O. No. QUOT

Rental Begins: 7:24am 7-22-20

Est Return 8-19-20

SERIALIZED UNIT or ITEM	QUANTITY	TAX	PRICE	RATE
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PC300 LONG REACH EXCAVATOR W/ BKT

Rental	Model PC300LC8	1	0101	9,500.00	Month
	EXCAVATOR PC300LC-8 LONG			900.00	Day
				3,700.00	Week

Misc.	Environmental Fees Apply	EN	1%	95.00	
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Rental	Model K VX48	1	N	No Charge	
	48" EXC BUCKET PC220				

Misc.	Delivery	1	N	500.00	Each
-------	----------	---	---	--------	------

Misc.	Pickup	1	N	500.00	Each
-------	--------	---	---	--------	------

Total Rentals	9,500.00	Rental
Total Misc. Charges	1,095.00	M. C
Tax	736.25	tax
Total	11,331.25	

** THIS IS NOT AN INVOICE **

X

Customer Signature

Name Printed

Date

CE Salesperson

SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE

DATE SUBMITTED 07/29/20
 SUBMITTED BY Sgt. Max Sheffield
 DATE ACTION REQUIRED 08/05/20

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: School Resource Officer Agreement													
DEPARTMENT INVOLVED: Police													
BACKGROUND/SUMMARY: This agreement between the City of Imperial and the Imperial Unified School District is for services provided for a School Resource Officer. This agreement is entered for the 2020-2021 fiscal year, as the School District agrees to cover up to \$85,951.00 for the services provided.													
FISCAL IMPACT: \$24,455 from the General Fund as approved in the municipal budget for fiscal year 2020-2021 on July 7 th 2020.	FINANCE INITIALS <u>VS</u>												
STAFF RECOMMENDATION: Approve	DEPT. INITIALS <u>MS</u>												
MANAGER'S RECOMMENDATION: <u>Approve</u>	CITY MANAGER'S INITIALS <u>OHM</u>												
MOTION:													
<table style="width: 100%;"> <tr> <td style="width: 33%;"> SECONDED: </td> <td style="width: 33%;"> APPROVED () </td> <td style="width: 33%;"> REJECTED () </td> </tr> <tr> <td> AYES: </td> <td> DISAPPROVED () </td> <td> DEFERRED () </td> </tr> <tr> <td> NAYES: </td> <td colspan="2"> REFERRED TO: </td> </tr> <tr> <td> ABSENT: </td> <td colspan="2"></td> </tr> </table>		SECONDED:	APPROVED ()	REJECTED ()	AYES:	DISAPPROVED ()	DEFERRED ()	NAYES:	REFERRED TO:		ABSENT:		
SECONDED:	APPROVED ()	REJECTED ()											
AYES:	DISAPPROVED ()	DEFERRED ()											
NAYES:	REFERRED TO:												
ABSENT:													

SCHOOL RESOURCE OFFICER AGREEMENT

Between the City of Imperial

And

Imperial Unified School District

This School Resource Officer Agreement ("Agreement") is made and entered into this _____ day of August 2020, by and between the City of Imperial ("City") and the Imperial Unified School District ("IUSD").

1. Scope of Services by City:

- a. City agrees to hire, train, supervise and deploy one (1) police Resource Officer to IUSD at its school sites. The scope of the Resource Officer's services include investigation of criminal law violations and response to police-related, safety incidents, teacher training, classroom presentations, participation in parent workshops, and to provide students with law enforcement related counseling, guidance and referrals to other agencies as needed. The parties shall agree upon a schedule for the Resource Officer's duties and at which school sites. The parties anticipate the Resource Officer time to be distributed between all sites, District locations and District-sponsored events depending on the needs of the District.
- b. City agrees to provide the administrative and related services for all personnel assigned under this Agreement. City will provide the Resource Officer equipment, uniforms and vehicle in a manner consistent with other members of the City police department. City shall also bear the cost of any overtime accrued by the Resource Officer when assigned to duties unrelated to IUSD.
- c. The Resource Officer will generally be assigned to work those days and hours that correspond with those days and hours students are on campus. The Resource Officer may not be assigned to the school sites during normal hours due to sick leave, departmental training, prescheduled days off, vacation or other such leave. In the event that the Resource Officer is not assigned to the school sites based on the foregoing, City will send a replacement officer. Absent unusual circumstances, the Resource Officer shall only take vacation leave or attend extended trainings during school breaks (e.g. spring break, summer vacation)." IUSD requests for service that would result in overtime shall be submitted to the City for approval at

least three calendar days in advance (unless circumstances arise that necessitate a shorter time period). Approval shall be routine and expected up to 20 hours. Approvals for overtime beyond that amount shall be made on a case-by-case basis as determined in consultation between City and IUSD.

- d. The service of the Resource Officer under this Agreement shall be subject to the supervision by and direction from the City's Authorized Representative (the Police Chief) or an authorized designee of the Police Chief.
- e. The services performed by the City under this Agreement shall be subject to the provisions of the Joint Exercise of Powers Act (Government Code sections 6500, *et seq.*); in particular the immunity protections of Government Code section 6513, and the provisions of Government Code sections 895 through 895.8.

2. IUSD Responsibilities

- a. IUSD will include the Resource Officer in appropriate IUSD meetings and trainings, and an IUSD representative will act as liaison between IUSD and the City. The IUSD representative will work with the Resource Officer to maintain records of data including, by way of example, arrests, offenses, dispositions and the like.
- b. IUSD will provide office space for the assigned Resource Officer. IUSD shall reimburse City for cost of cell phone issued for the Resource Officer's use in carrying out the City's duties as set forth in Paragraph 1 of this Agreement.
- c. If IUSD is concerned regarding the services performed by any Resources Office under this Agreement, the IUSD Authorized Representative, the Superintendent or authorized designee of the Superintendent, shall promptly notify the City's Authorized Representative regarding the nature of the concern and any requested corrective action to be taken by the City.
- d. Except as specifically set forth herein, IUSD shall pay the fully burdened cost of placing the Resource Officer at IUSD in effect as of the date of this Agreement as and as may be amended from time to time.

- 3. IUSD shall pay the City the fully burdened daily rate for services provided under this Agreement not to exceed eighty-five thousand, nine hundred fifty-one dollars (\$85,951.00) during the 2020-2021 school year which, for purposes of this

agreement, shall be 190 days. IUSD shall make payment to the City no later than thirty (30) days after IUSD's receipt of an invoice from the City. City shall bill monthly.

4. The term of this Agreement shall be for the 2020-2021 fiscal year. The parties agree to enter into negotiations for subsequent fiscal years not later than February 1, 2021.
5. Termination.
 - a. IUSD or City may terminate this Agreement without cause any time after the Effective Date, by giving a sixty (60) days written notice to the other party.
 - b. In the event that City fails to perform a material term of this Agreement, then District shall have the right to terminate the Agreement with seven (7) days' written notice. Prior to giving such notice, IUSD shall notify the City's Authorized Representative of the material failure and City shall have seven (7) days to cure the failure (if possible).
 - c. In the event of termination, IUSD shall compensate City as set forth herein through the date of termination for the services of the Resource Officer and shall continue to receive said services from City through the date of termination (if desired by IUSD).
6. It is understood by IUSD that the City is a public agency providing service to IUSD. Additionally it is understood by the parties that the Resource Officer shall be an employee of the City entitled to all rights and benefits accorded to similarly situated City employees and that the Resource Officer is not an employee of IUSD nor is the Resource Officer entitled to any rights and benefits of IUSD employee. Accordingly, the City will be responsible for all local, state and federal employment withholding taxes, workers compensation for its employees, and all other applicable employment costs and benefits for the Resource Officer.
7. IUSD will provide a secure workplace for Resource Officers working on IUSD premises.
8. The City agrees to indemnify and save IUSD, its agents and employees, harmless from any and all claims, damages, costs and expenses in law or equity, including cost of suits and expenses for legal services caused by the independent acts of the City, its agents or employees, in connection with the performance of this Agreement. IUSD agrees to indemnify and save the City, its agents and Employees, harmless from any and all claims, damages, costs or expenses in law or equity, including costs of suits and expenses for legal services, caused by the

independent act of IUSD, its agents or employees, in connection with the performance of this Agreement.

9. Insurance.

Each party accepts the others' self-insurance in lieu of requiring specific commercial coverage.

10. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail should be addressed to the parties' Authorized Representatives as follows:

TO CITY: City of Imperial
420 South Imperial Avenue
Imperial, California 92251
Attn: Dennis H. Morita, City Manager

TO IUSD: Imperial Unified School District
219 North "E" Street
Imperial, California 92251
Attn: Bryan Thomason, Superintendent

And when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. Changes may be made in names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

11. GENERAL PROVISIONS.

A. Headings. The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

B. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

C. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed and interpreted in accordance with the laws of the State of California. Any suit, claim or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Imperial.

D. Attorney's Fees. In the event any legal action is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred, whether or not such action proceeds to judgment.

E. Assignment and Delegation. This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the parties' duties be delegated without the written consent of the other. Any attempt to assign or delegate this Agreement without written consent shall be void and of no force or effect. A consent by a party to one assignment shall not be deemed to be a consent to any subsequent assignment.

F. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

G. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

H. Time. Time is of the essence in carrying out the duties hereunder.

I. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

J. Each Party's Role in Drafting the Agreement. Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

K. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the IUSD and the City.

L. Ratification. This Agreement is subject to ratification by the Governing Board of the IUSD.

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

**CITY OF IMPERIAL:
A Municipal Corporation**

IMPERIAL UNIFIED SCHOOL DISTRICT:

By: _____
Dennis H. Morita, City Manager

By: _____
Bryan Thomason, Superintendent

ATTEST:

Debra Jackson, City Clerk

Date Ratified by the IUSD Governing Board: _____

DATE SUBMITTED 7/29/2020

SUBMITTED BY ACM

DATE ACTION REQUIRED 8/5/2020

COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS 20

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: CITY ATTORNEY PROFESSIONAL SERVICES

1. AUTHORIZATION TO SOLICIT PROPOSALS FOR CITY ATTORNEY PROFESSIONAL SERVICES FOR THE CITY OF IMPERIAL

DEPARTMENT INVOLVED: City Manager's Office

BACKGROUND/SUMMARY:

Whereas the City Council for the City of Imperial appointed City Attorney Dennis Morita as the permanent City Manager on June 17, 2020. In an effort to fulfill the vacant position of City Attorney, staff is requesting authorization to solicit proposals for City Attorney Professional Services. The proposal will be advertised for two weeks following Council's approval. Following receipt of proposals, City Manager Morita will make a recommendation to the Council during a regular meeting in September.

FISCAL IMPACT: Dependent on cost of services.

Not to exceed \$160,000.00 as budgeted for Fiscal Year 2020-2021

ADMIN SERV
INITIALS

VB

STAFF RECOMMENDATION: It is staff's recommendation to authorize the solicitation of proposals for City Attorney Profession Services.

DEPT. INITIALS

AB

MANAGER'S RECOMMENDATION: City manager agrees with staff's recommendation as presented.

CITY
MANAGER'S
INITIALS

DM!

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:



**NOTICE INVITING PROPOSALS
FOR
CITY ATTORNEY SERVICES**

NOTICE IS HEREBY GIVEN that Request for Proposals (RFP) to provide services as the City Attorney on a contractual basis will be received at the Office of the City Manager, 420 South Imperial Avenue, Imperial, CA 92251, until **5:00 P.M. Local Time, Thursday, August 20, 2020**

DESCRIPTION OF WORK: The purpose of this notice is to invite you to submit a proposal to the City of Imperial (City) to provide legal services generally understood within the field of municipal law to fall within the category of "general counsel" work. In addition, the City is seeking a firm to serve as legal counsel to the Successor Agency for the former Redevelopment Agency, Public Financing Authority, and other such bodies as may be created and represented by or for the City Council. Firm's submitting a proposal to this solicitation must possess a broad knowledge of municipal law with particular strength in contracts, redevelopment, law enforcement, planning and land use, and property acquisitions. Familiarity with labor law, federal court practice, tort defense, workers' compensation, and the political reform act, is also expected although the City retains the right to continue retaining specialized legal counsel.

OBTAINING RFP DOCUMENTS AND REGISTRATION AS A PROPOSER: The RFP documents may be downloaded via the internet at www.cityofimperial.org. If you have any questions in submitting a proposal, please contact Emery Magallanes, Administrative Assistant, via email a emagallanes@cityofimperial.org or by phone at (760) 344-4373.

EVALUATION OF PROPOSALS AND AWARD OF CONTRACT: This solicitation has been developed in the RFP format. Accordingly, Proposers should take note that multiple factors will be considered by the City in selecting the most qualified firm and awarding of the contract.

PROPOSALS TO REMAIN OPEN: The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 90 calendar days from the due date of proposals. The receiving time in the City Manager's Office will be the governing time for acceptability of Proposals. Telegraphic and telephonic proposals will not be accepted. Late proposals will be returned.

CONTACT: Alexis L. Brown
Assistant City Manager
abrown@cityofimperial.org

Emery Magallanes
Administrative Assistant
City Manager's Office
emagallanes@cityofimperial.org

Phone: (760) 355-4373

**Agenda Item
No.**

F-1

DATE SUBMITTED

07/29/2020

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

08/05/2020

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

**IMPERIAL CITY COUNCIL
AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION:

2020 OVERLAY IMPROVEMENTS PROJECT AT THE INTERSECTION OF ATEN BOULEVARD AND CLARK ROAD (BID NO. 2020-09)

1. AWARD CONSTRUCTION CONTRACT TO **LC PAVING & SEALING, INC.**
2. AUTHORIZE 15% CONTINGENCY.

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:

The Community Development Department was directed by City Council to conduct a competitive BID process for the construction of a right turn lane pocket, curb and gutter, upgrading existing traffic signal hardware by installing new pedestrian countdown signal heads, accessible pedestrian signal push buttons, asphalt road resurfacing, and ADA ramps and crosswalk striping at the intersection of Aten Boulevard and Clark Road. See attached Exhibit 1.

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

The following five (5) bids were received during the formal bidding process:

LC Paving & Sealing, Inc.	\$480,605.43
Pyramid Construction and Aggregates, Inc.	\$456,678.88
Rove Engineering	\$597,083.00
Hazard Construction	\$482,835.00
Granite Construction	\$764,948.00

See attached Exhibit 1 ("BID Opening Act") for details.

After careful review of all bids submitted, staff recommends the project be awarded to LC Paving & Sealing, Inc., the lowest responsive and responsible bidder.

Pyramid Construction and Aggregates, Inc., the lowest bidder, was found to be not responsive due to failed to submit one of the addendums as required in the BID documents, and therefore, disqualified.

FISCAL IMPACT: \$326,605.43 from LTA Measure D and
\$154,000 from SB1 Local Partnership Program (LPP)
Total = \$480,605.43

ADMIN
SERVICES
SIGN INITIALS VS

STAFF RECOMMENDATION:

Staff recommends City Council award construction contract to LC Paving & Sealing, Inc. in the amount of \$480,605.43 and authorize 15% Contingency.

DEPT. INITIALS DM

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS DM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:



BID Opening Act

EXHIBIT "1"

BID No. 2020-09

2020 OVERLAY IMPROVEMENTS PROJECT AT THE
INTERSECTION OF ATEN BOULEVARD AND CLARK ROAD

Bids received by: Debra Jackson 3:07 pm

Were opened at 400 S Imperial Ave Suite 101 on 7/27/2020

By: Debra Jackson - City Clerk

Witnessed by:

Signature

 Othon Mora
 Jesus VILLAGAS
ARMANDO ABUILAR





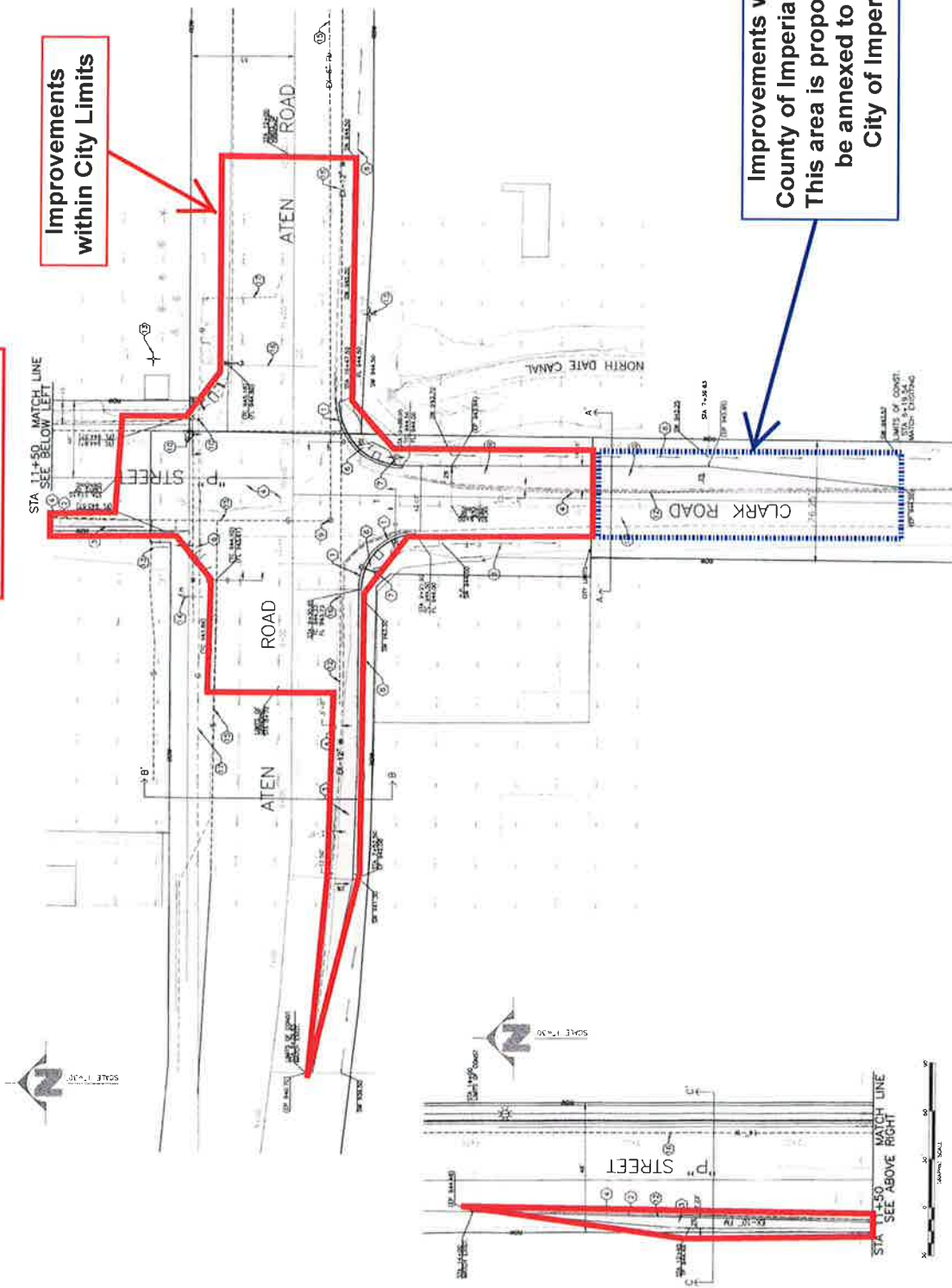
COMPANY	BID AMOUNT	BID BOND
<u>LC Paving.</u>	<u>\$ 480,605.43</u>	<u>10%.</u>
<u>Pyramidal Construction</u>	<u>\$ 456,678.88</u>	<u>10%</u>
<u>Rae Engineering.</u>	<u>\$ 597,083.00</u>	<u>10%.</u>
<u>Hazard Construction</u>	<u>\$ 482,835.00</u>	<u>10%.</u>
<u>Granite Construction</u>	<u>\$ 764,948.00</u>	<u>10%.</u>

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


DEBRA JACKSON
CITY CLERK

7-27-2020
DATE

Exhibit 1



- [illegible]

**Improvements within
County of Imperial Limits.
This area is proposed to
be annexed to the
City of Imperial.**

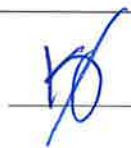
NO.	DESCRIPTION	BY	DATE	APPROVED BY DIRECTOR OF PUBLIC WORKS	APPROVED BY DIRECTOR OF PUBLIC WORKS	SEAL	ENGINEER OF RECORD	SEAL	LC ENGINEERING CONSULTANTS INC.	GRADING AND PAVING PLAN	SHEET
1	IMPROVED THE COUNTY OF IMPERIAL - PUBLIC	START	06/07/09	CITY OF IMPERIAL, CA	COUNTY OF IMPERIAL, CA		PLANS REQUIRED UNDER THE SUPERVISION OF		1700 THE REDWOODS, SUITE 200, CARLSBAD, CA 92008 TEL: 760-439-7744 FAX: 760-439-7745 WWW.LCENGINEERING.COM	CITY OF IMPERIAL IMPROVEMENT PLANS PROJECT AT THE INTERSECTION OF ATERNATO & CLARK RD	4 OF 14 SHEETS JOB NO C19034-00
2	PLANNED FOR COUNTY OF IMPERIAL - PUBLIC	START	06/07/09								
3	WOODS DEPARTMENT RED LANE 06/07/09	START	06/07/09								
4	APPROVED FOR IMPROVEMENT BY OWNER 06/07/09	START	06/07/09								
UNDERGROUND SERVICE ALERT CALL: 811  NO PARKING DAYS TWO WORKING DAYS BEFORE YOU DIG				DATE: 06/07/09 BY: JAKE LOZER DATE: 06/07/09 BY: JAKE LOZER		DATE: 06/07/09 BY: JAKE LOZER DATE: 06/07/09 BY: JAKE LOZER		DATE: 06/07/09 BY: JAKE LOZER DATE: 06/07/09 BY: JAKE LOZER		4111 JUNE 04, 2009 BENCHMARK: SEE SHEET NO. 1 100% SUBMITTAL	

Agenda Item No. F-2

DATE SUBMITTED 7/29/2020
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
 DATE ACTION REQUIRED 8/5/2020

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: LAND MANAGEMENT SOFTWARE SYSTEM SERVICES	
1. Award Contract to Citizenserve.	
DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT	
BACKGROUND/SUMMARY: Staff released an RFP for Land Management Software Services. The RFP was sent to known consultants and advertised on the City's website. Two (2) proposals were received. The City of Imperial has previously obtained a grant from the Housing and Community Development Department of the State of California to expedite housing production. The implementation of a land management software system will allow City Staff the expedite the review process and maintain internal control of all community projects. The software system, will allow both residents and the public to submit all plans and applications through a virtual interface. The costs associated with the implementation of the system will be funded by the SB 2 grant for five years. Staff received demonstrations from both RFP applicants land management systems. Staff scored both RFPs (please see attachment "A") and both systems are technological advanced and proficient; however, the Citizenserve Land Management Software System seems to be the most advantageous and feasible to the City.	
FISCAL IMPACT: SB 2 Grant- \$113,600 for five (5) years.	ADMIN SERVICES SIGN INITIALS 
STAFF RECOMMENDATION: City of Imperial staff requests Councils approval to award the Land Management Software Services to Citizenserve for five (5) years.	DEPT. INITIALS 
MANAGER'S RECOMMENDATION: 	CITY MANAGER'S INITIALS 
MOTION: SECONDED: AYES: NAYES: ABSENT: APPROVED () DISAPPROVE () D REFERRED TO:	
REJECTED () DEFERRED ()	



Community Development Department

Land Management Software Services Scoring Summary Table	
Project Title:	Selection of Land Management Software Services
Date:	July 21, 2020

Company	Score 1 (J)	Score 2 (A)	Score 3 (I)	Total	Proposal Cost (5 years)
Citizenserve	95	88	91	274	\$111,600.00
Accela	87	93	80	260	\$149,192.05

DATE SUBMITTED

7/29/2019

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

8/5/2020

COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS [Signature]

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

Award engineering design services to LC Engineering Consultants, Inc. for the 2nd Street Rehabilitation & Reconstruction from Old SR-86 to "P" Street

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:

The City of Imperial, working through the Local Transportation Authority (LTA), Measure D, provides for a half-cent transportation sales tax. 92% of the funds collected go directly to the cities and County to pay for critical road repair projects, 5% is targeted for regional projects, 2% for transit projects and 1% for administration. These funds make the majority of road repairs possible for local cities and the County. In addition, funding from the Surface Transportation Block Grant (STBG) Program, a federal-aid transportation program, will be applied for the construction of this project.

The City released an RFP for the design of 2nd Street Rehabilitation & Reconstruction from Old SR-86 to "P" Street and received the following six proposals:

1. Nicklaus Engineering Inc. \$104,874.00
2. Dynamic Consulting Engineers \$68,850.00
3. ProTerra Engineering & Surveying \$116,750.00
4. BJ Engineering & Surveying Inc. \$53,780.00
5. LC Engineering Consultants Inc. \$44,000.00
6. FUSCOE Engineering \$184,900.00

After carefully reviewing each proposal submitted, staff is recommending the project be awarded to LC Engineering Consultants as it is the lowest proposal and the most advantageous to the city.

FISCAL IMPACT: \$44,000.00 – LTA Measure D

ADMIN
SERVICES
SIGN INITIALS [Signature]

STAFF RECOMMENDATION: Award project to LC Engineering Consultants Inc. for \$44,000.00

DEPT. INITIALS OM

MANAGER'S RECOMMENDATION: approve

CITY
MANAGER'S
INITIALS [Signature]

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:



**COMMUNITY DEVELOPMENT
DEPARTMENT**

SCORING SUMMARY SHEET
ENGINEERING DESIGN SERVICES

RFP No. P03-2020
"2nd STREET REHABILITATION & RECONSTRUCTION
FROM OLD SR-86 TO "P" STREET"

FIRM/BIDDER NAME

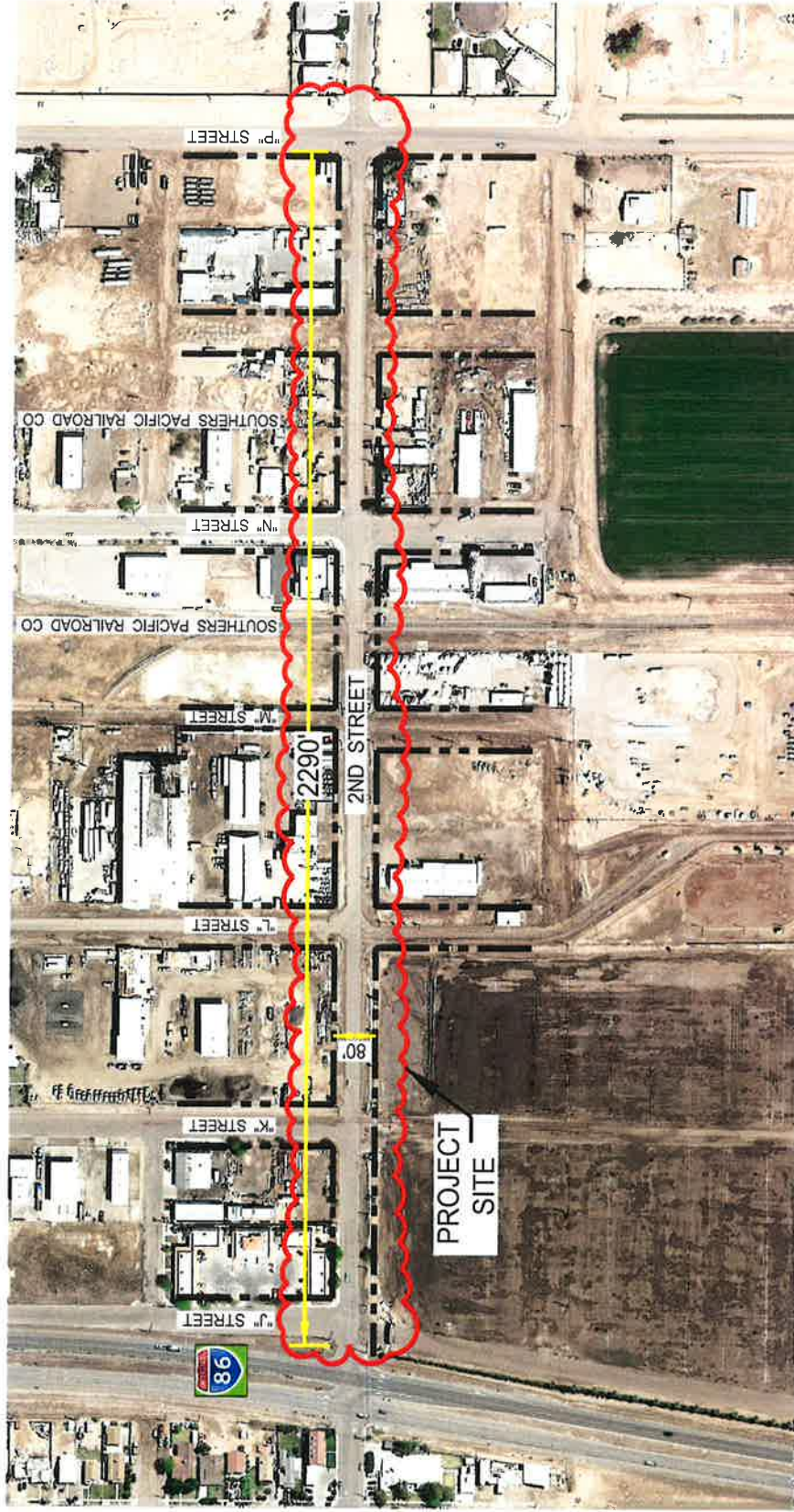
POINTS

1.	NICLAUS ENGINEERING, INC.	234
2.	DYNAMIC CONSULTING ENGINEERS	264
3.	PROTERRA ENGINEERING & SURVEYING	166
4.	BJ ENGINEERING, INC.	240
→ 5.	LC ENGINEERING CONSULTANTS	291 ←
6.	FUSCOE ENGINEERING, INC.	211
7.		
8.		
9.		
10.		

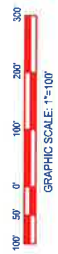

Jesus Villegas

07/29/20
Date

EXHIBIT "A"



SITE PLAN



NO.	REVISIONS	DATE

UNAUTHORIZED CHANGES & USE: The engineer preparing these plans will not be responsible for, or liable for, any changes to the plans made in writing and must be approved by the preparer of these plans.

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



P03-2020

COMMUNITY DEVELOPMENT DEPARTMENT
 2ND STREET
 REHABILITATION & RECONSTRUCTION PROJECT
 FROM OLD SR-86 TO "P" STREET
 DATE: 09/22/2020

Agenda Item No. F-4

DATE SUBMITTED 7/29/2020
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
 DATE ACTION REQUIRED 8/5/2020

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

**IMPERIAL CITY COUNCIL
AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: TRAFFIC CONCERNS AT THE INTERSECTION OF BARIONI BLVD. AND P STREET. 1. Placement and installation of a four (4) way stop sign at the intersection of Barioni Boulevard and P Street.	
DEPARTMENT INVOLVED:	COMMUNITY DEVELOPMENT
BACKGROUND/SUMMARY: The City of Imperial has received various concerns regarding pedestrian safety, speeding, and visibility from residents, at this intersection. The ideal mitigation for the residents, is the placement of a four-way stop. Barioni Boulevard is uncontrolled and P Street is controlled by stop signs. Sidewalks are not provided at all approaches to the intersection, there are no marked crosswalks and there are no parking restrictions at the approaches of the intersection. The item was reviewed by the Traffic Commission on July 22, 2020. The Traffic Commission recommend the placement and installation of the four (4) way stop sign, for review and approval to the City Council. The potential funding sources are General Fund, Local Transportation, LTA Measure "D".	
FISCAL IMPACT: \$8,414.00 non-budgeted Item	ADMIN SERVICES SIGN INITIALS <u>JS</u>
RECOMMENDATION: Staff recommends Placement of a 4 way stop at the intersection of Barioni Boulevard and P street	DEPT. INITIALS <u>DM</u>
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS <u>DM</u>
MOTION: SECONDED: AYES: NAYES: ABSENT:	
APPROVED () DISAPPROVE () D REFERRED TO:	
REJECTED () DEFERRED ()	



Staff Report

To: City of Imperial City Council

From: Lisa Tylenda, Planner

Date: July 29, 2020

Subject: Traffic Concerns at the intersection of “P” Street and Barioni Blvd.

Background:

At a City Council meeting during reports, a council member requested an evaluation of the above referenced location, be conducted in order to formulate possible mitigation measures regarding the rising safety concerns. The City of Imperial has received various concerns regarding pedestrian safety, speeding, and visibility from residents, at this intersection. The ideal mitigation for the residents, is the placement of a four-way stop.

Barioni Boulevard is uncontrolled and P Street is controlled by stop signs. Sidewalks are not provided at all approaches to the intersection, there are no marked crosswalks and there are no parking restrictions at the approaches of the intersection.

The item was reviewed by the Traffic Commission on July 22, 2020 during a regularly noticed meeting. The Traffic Commission voted to recommend the placement and installation of the four (4) way stop sign at the intersection of P Street and Barioni Boulevard for review and approval to the City Council during the meeting.

Analysis:

The Development Review Committee explored various traffic and safety mitigation measures regarding the intersection of Barioni Boulevard and P Street.

The following Development Review Committee members reviewed the item:

- Public Services Director, Jackie Loper
- Parks Superintendent, Tony Lopez
- Imperial County Fire Representative, Andrew Loper

- Community Development Director, Othon Mora
- Imperial Police Chief, Leonard Barra
- Planner, Lisa Tylenda

The Development Review Committee (DRC) has based the recommendation on the following guidelines from the “Manual on Uniform Traffic Control Devices (MUTCD)” as follows:

Section 2B.04, “Right of Way at Intersections”, of the CA-MUTCD states that “In addition, the use of YIELD or STOP signs should be considered at the intersection of two minor streets or local roads where the intersection has more than three approaches and where one or more of the following conditions exist:

- The combined vehicular, bicycle, and pedestrian volume entering the intersection from all approaches average more than 2,000 units per day
- The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with the normal right-of-way rule if such stopping or yielding is necessary
- Crash records indicate that five or more crashes that involve the failure to yield the right-of-way at the intersection under the normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a 2-year period
- Section 2B.07, “Multi-way Stop Application”, of the CA-MUTCD stipulates that multi way stops to be considered as an option on “Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop.”
- YIELD or STOP signs should not be used for speed control

Staff’s findings are as follows:

- The CA-MUTCD defines minimum requirements for traffic volumes, pedestrian volumes, and bicycle volumes to warrant an all-way stop controlled intersection. Based on field observations, the intersection of Barioni Blvd. and P Street would meet these minimum volume requirements but, there is not a recent traffic study available for the area.
- Utilizing the Statewide Incident Traffic Reporting System and the City’s database, a review of the collision history at the intersection was conducted for a three-year period. Reports show that there have been 7 collisions (4 property damage and 3 minor injury), and a combination of 9 citations and traffic violations have been reported.

- Based on field observations, there were not “visibility” obstructions at the intersections for drivers “stopping” on P Street, it is more of a speeding issue from east to west on Worthington road coming into City limits.

Staff Recommendation:

Based on these findings, staff recommends installation of a four-way stop sign at Barioni Blvd. and P Street.

Location Map:



FOR
4 Way Stop / Pedestrian Crossing
Stop and No Parking Signs/Striping at Barioni Boulevard & P Street

Item No.	Description	Units	Estimate Quantity	Unit Price	Amount
1.	R1-1 36" x 36" Aluminum Stop Sign	EA	4	\$ 90.00	\$ 360.00
2.	Square Perforated Sign Post 10'	EA	8	\$ 63.00	\$ 504.00
3.	R26 (CA) 12" x 18" White Aluminum No Parking Sign	EA	4	\$ 25.00	\$ 100.00
4.	Miscellaneous Brackets	LT	1	\$ 150.00	\$ 150.00
5.	Sign Installation (Labor) T.C. Included	LT	1	\$ 2,800.0	\$ 2,800.00
6.	Striping (Street and Curb) Labor & Materials T.C. Included	LT	1	\$ 4,500.0	\$ 4,500.00
	TOTAL				\$ 8,414.00

DATE SUBMITTED 07/29/2020
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 08/05/2020

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: Signal Lights Hwy 86 & Neckel Rd. **DISCUSSION/ACTION: Declare Emergency at Intersection of HWY 86 & Neckel Rd.**

1. Continue Emergency Action of Resolution NO. 2020-46.

DEPARTMENT INVOLVED: Public Services - Streets

BACKGROUND/SUMMARY:

On the morning of Wednesday, March 11, 2020 a signal light was taken out by a tow truck accident. On the early morning, Sunday, July 5, 2020, a hit and run accident took out a controller box in this same intersection. This triggered the entire signal & camera system at Hwy 86 & Neckel Rd. to not function and fail, thereby causing motorist & pedestrian safety & traffic hazards. Currently, this intersection is operating as a four way stop.

An emergency was declared by the City Manager that morning, Sunday, July 5th and clean up & repairs to the area was authorized. Repairs & replacement to the damage are currently underway. Staff is requesting City Council ratify the emergency action taken and approve Resolution No. 2020-46.

Staff is currently working with different Signal Light & Electrical Engineer companies to get replacement parts and schedule installation that are CalTrans and U.S. compliant. At this time, there is no estimate of time or costs. An update will be provided to Council as information becomes available.

Update: New controller cabinet has been installed along with pedestrian signal pole. Items are still pending to complete start-up and installation. As of now, signal lights are functioning on timed recall.

FISCAL IMPACT: Unknown

FINANCE
INITIALS

[Signature]

STAFF RECOMMENDATION: Council continues approval of emergency action.

DEPT. INITIALS

[Signature]

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

OTM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ☐

DISAPPROVED ☐

REFERRED TO:

REJECTED ☐

DEFERRED ☐

DATE SUBMITTED 07/29/20
 SUBMITTED BY PARKS
 DATE ACTION REQUIRED 08/05/20

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: PLAYGROUND SURFACING IMPROVEMENT PROJECT (BID 2020-06)

1. REJECTING ALL BIDS
2. AUTHORIZATION TO REBID THIS PROJECT

DEPARTMENT INVOLVED: PARKS

BACKGROUND/SUMMARY:

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

The Scope of work included demolition, reinstallation, patch and repair to 4 of our city playgrounds that have pour in place rubber surfacing (Sky Ranch Park, Aviation Park, Savanna Ranch Park and Victoria Park)

Three (3) bids were received during the formal bidding process from "Spectra turf", "Robertson Industries, Inc." and "Gotham Poured rubber Corp." Please see attached BID Opening Act

Staff found inconsistency in 2 out of 3 BIDS received in how the contingency was applied to the overall cost of the project.

FISCAL IMPACT: None.

FINANCE
INITIALS VB

STAFF RECOMMENDATION: Staff recommends City Council to reject all BIDS and authorize to rebid this project.

DEPT. INITIALS AB

MANAGER'S RECOMMENDATION: Recommend reject all bids.

CITY
MANAGER'S
INITIALS AB

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

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

REFERRED TO:

**CITY OF IMPERIAL, CALIFORNIA
PLAYGROUND SURFACING IMPROVEMENT PROJECT**

BID NO. 2020-06

BIDS received by City Clerk

Were opened at 10:03 A.M. on July 10, 2020

By Debra Jackson, City Clerk

Witnessed:

Anthony Lopez

Daniel Gonzalez

BIDS RECEIVED WERE AS FOLLOWS:

COMPANY	AMOUNT
Spectra Turf	\$296,073.31
Robertson Industries, Inc.	\$295,656.00
Gotham Poured Rubber Corp.	\$299,410.82

BIDS WERE GIVEN TO Tony Lopez FOR STUDY AND RECOMMENDATION TO CITY COUNCIL.

DEBRA JACKSON, CITY CLERK

DATE SUBMITTED 07/29/20
 SUBMITTED BY PARKS
 DATE ACTION REQUIRED 08/5/20

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS 28

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: APPROVAL TO PURCHASE VEHICLE FOR THE PARKS DEPARTMENT 1. APPROVAL TO PURCHASE VEHICLE	
DEPARTMENT INVOLVED: PARKS	
BACKGROUND/SUMMARY: On July 7, 2020 City Council approved Municipal Budget 20-21 in which it included 31,000 to purchase a work truck to replace a truck from parks fleet that was deemed unrepairable. Staff has found a 2017 F250 SD that is within the budget amount approved by council. Since this vehicle is a pre-owned and has a high turnaround rate we ask Council to approve the purchase of this work truck from FLEETS 101. Please see attached quote and pictures.	
FISCAL IMPACT: 28,131.00 General Fund	FINANCE INITIALS <u>18</u>
STAFF RECOMMENDATION: Approve purchase	DEPT. INITIALS <u>[Signature]</u>
MANAGER'S RECOMMENDATION: <u>Approve purchase as approved in Municipal Budget on July 7, 2020.</u>	CITY MANAGER'S INITIALS <u>ARB</u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REJECTED () DEFERRED () REFERRED TO:

Purchase Order

Sales Date: 7/28/2020

FLEETS 101 INC - DLR#58626

Lender: None

14850 E FIRESTONE BLVD

LA MIRADA, CA 90638

Phone: (800) 723-9889

Fax: (714) 522-7101

Phone:

Fax:

This Vehicle Sold AS-IS

Buyer Description		Co-Buyer Description	
CITY OF IMPERIAL			
420 S. IMPERIAL AVE.			
IMPERIAL, CA 92251			
Home Phone: () -		Home Phone: () -	
Work Phone: () -		Work Phone: () -	
Cell Phone: (760) 457-5194		Cell Phone: () -	
DOB: 7/28/2020 DL#:		DOB: N/A DL#:	
Vehicle Description			
Stock No: 027X56483		Mileage Out	0
VIN 1FT7X2A69HEC56483		License No:	
Year/Make/Model/Color 2017/FORD/F250 XL SUPER DUTY/WHITE		ROS	0
Cash Price		Official Fee(s)	
Vehicle Price \$25,950.00	Trade In(s) \$0.00	Weight Fee	\$0.00
Access/AftMkt \$0.00	Payoff \$0.00	Smog Exemption	\$0.00
Doc Fee \$80.00		CHP Fee	\$0.00
Theft Deterrent 1 \$0.00	Net Trade(s) \$0.00	Transfer Fee	\$0.00
Theft Deterrent 2 \$0.00		License Fee	\$0.00
Surf. Protection 1 \$0.00		Registration	\$0.00
Surf. Protection 2 \$0.00		Title Fee	\$0.00
Dealer Smog \$70.00		Filing Fee	\$0.00
Sales Tax \$2,022.75		Tire Waste Fee	\$0.00
Luxury Tax \$0.00	Total Deferred \$0.00	Total Off.Fees	\$0.00
Service Cont. \$0.00	MFR's Rebate \$0.00	Insurance	
Paid Other \$0.00	Cash Down \$0.00	Veh. Insurance	\$0.00
Total Sales \$28,122.75	Total Down \$0.00	Total Premiums	\$0.00

The Minimum Public Liability Insurance Limits provided In Law must be met by every person who purchases a vehicle. If you are unsure whether or not your current insurance policy will cover your newly acquired vehicle in the event of an accident, you should contact your insurance agent. **WARNINIG:** Your present policy may not cover collision damage or may not provide for full replacement costs for the vehicle being purchased. If you do not have full coverage, supplemental coverage for collision damage may be available to you through your insurance agent or through the selling dealer. However, unless otherwise specified, the coverage you obtain through the dealer protects only the dealer, usually up to the amount of the unpaid balance remaining after the vehicle has been repossessed and sold.

State Law does not provide for a "cooling off" or cancellation period for this sale.

LL

You Acknowledge that you have read this purchase order before signing below. You Acknowledge receipt of a true and completely filled in copy of this purchase order and every other document that you signed during contract negotiations.

Buyer: X

Co-Buyer: X

Date: 7/28/2020

Date: 7/28/2020

Seller Sign: X

Total Sales	\$28,122.75
Official Fees	\$0.00
Insurance	\$0.00
Gap Insurance	\$0.00
Smog Cert.	\$8.25
Cancel. Agreement	\$0.00
Misc	\$0.00

Total \$28,131.00

Total Down \$0.00

Balance Due: \$28,131.00





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1-800-723-9889



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

DATE SUBMITTED	08/29/2020
SUBMITTED BY	R. Alejandro Estrada
DATE ACTION REQUIRED	08/05/2020

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:	
1. APPROVE AND ADOPTION OF THE ACCEPTABLE USE POLICY (AUP)	
DEPARTMENT INVOLVED: DEPARTMENT OF INFORMATION TECHNOLOGY	
BACKGROUND/SUMMARY: The City of Imperial Department of Information Technology's (DoIT) intentions for publishing an Acceptable Use Policy is not to impose restrictions that are contrary to the City's established culture of openness, trust, and integrity. DoIT is committed to protecting the City of Imperial's employees, partners, and the City from illegal or damaging actions by individuals, either knowingly or unknowingly.	
FISCAL IMPACT:	FINANCE INITIALS 
STAFF RECOMMENDATION: It is staffs recommendation to approve the AUP Policy.	DEPT. INITIALS 
MANAGER'S RECOMMENDATION: The City Manager agrees with staffs recommendation.	CITY MANAGER'S INITIALS 
MOTION:	
SECONDED:	APPROVED () REJECTED ()
AYES:	DISAPPROVED () DEFERRED ()
NAYES:	
ABSENT:	REFERRED TO:



1. Overview

The City of Imperial Department of Information Technology's (DoIT) intentions for publishing an Acceptable Use Policy is not to impose restrictions that are contrary to the City's established culture of openness, trust, and integrity. DoIT is committed to protecting the City of Imperial's employees, partners, and the City from illegal or damaging actions by individuals, either knowingly or unknowingly.

Internet/Intranet/Extranet-related systems, including but not limited to computer equipment, software, operating systems, storage media, network accounts providing electronic mail, WWW browsing, and FTP, are the property of the City of Imperial. These systems are to be used for business purposes in serving the interests of the City, and of our community/customers/citizens in the course of normal operations.

Effective security is a team effort involving the participation and support of every City employee and affiliate who deals with information and information systems. It is the responsibility of every computer user to know these guidelines and to conduct their activities accordingly.

2. Purpose

The purpose of this policy is to outline the acceptable use of computer equipment at the City of Imperial. These rules are in place to protect the employee and the City. Inappropriate use exposes the City to risks, including virus attacks, compromise of network systems and services, and legal issues.

3. Scope

This policy applies to the use of information, electronic and computing devices, and network resources to conduct City business or interact with internal networks and business systems, whether owned or leased by the City, the employee, or a third party. All employees at the City of Imperial are responsible for exercising good judgment regarding appropriate use of information, electronic devices, and network resources and in accordance with the City policies and standards, local laws and regulation. Exceptions to this policy are documented in section 5.2

This policy applies to employees, at the City of Imperial, and to all equipment that is owned or leased by the City.



4. Policy

4.1 General Use and Ownership

- 4.1.1 The City of Imperial proprietary information stored on electronic and computing devices, whether owned or leased by the City, the employee, or a third party, remains the sole property of the City of Imperial. You must ensure through legal or technical means that proprietary information is protected in accordance with the *Data Protection Best Practices*.
- 4.1.2 You have a responsibility to promptly report the theft, loss, or unauthorized disclosure of the City of Imperial proprietary information.
- 4.1.3 You may access, use, or share proprietary information only to the extent it is authorized and necessary to fulfill your assigned job duties.
- 4.1.4 Employees are responsible for exercising good judgment, the use of city resources for personal use is prohibited.
- 4.1.5 For security and network maintenance purposes, DoIT may monitor equipment, systems, and network traffic at any time.
- 4.1.6 The City of Imperial reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

4.2 Security and Proprietary Information

- 4.2.1 All mobile and computing devices that connect to the internal network must comply with the Minimum Access Policy.
- 4.2.2 System-level and user-level passwords must comply with the High encryption password Standards.
- 4.2.3 Providing access or remote access to another individual, either deliberately or through failure to secure its access, is prohibited.
- 4.2.4 All computing devices must be secured with a password-protected screensaver with the automatic activation feature set to 20 minutes or less. You must lock the screen or log off when the device is unattended.
- 4.2.5 Postings by employees from a City of Imperial e-mail address to newsgroups should contain a disclaimer stating that the opinions expressed are strictly their own and not necessarily those of the City of Imperial unless posting is in the course of business duties.



4.2.6 Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain malware.

4.3 Unacceptable Use

The following activities are, in general, prohibited. Employees may be exempt from these restrictions during the course of their legitimate job responsibilities (e.g., systems administration staff may have a need to disable the network access of a host if that host is disrupting production services).

Under no circumstances is an employee of the City of Imperial authorized to engage in any activity that is illegal under local, state, federal, or international law while utilizing the City of Imperial-owned resources.

The lists below are by no means exhaustive, but attempt to provide a framework for activities which fall into the category of unacceptable use.

4.3.1 System and Network Activities

The following activities are strictly prohibited, with no exceptions:

1. Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by the City of Imperial.
2. Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which the City of Imperial or the end user does not have an active license is strictly prohibited.
3. Accessing data, a server, or an account for any purpose other than conducting City business, even if you have authorized access, is prohibited.
4. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted prior to the export of any material that is in question.
5. Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
6. Revealing your account password to others or allowing the use of your account by others. This includes family and other household members when work is being done at home.



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Department of Information Technology

7. Using a City computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.
8. Making fraudulent offers of products, items, or services originating from any City account.
9. Making statements about warranty, expressly or implied, unless it is a part of regular job duties.
10. Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
11. Port scanning or security scanning is expressly prohibited unless prior notification to DoIT is made.
12. Executing any form of network monitoring, which will intercept data not intended for the employee's host, unless this activity is a part of the employee's regular job/duty.
13. Circumventing user authentication or security of any host, network, or account.
14. Introducing honeypots, honeynets, or similar technology on the City of Imperial network.
15. Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).
16. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.
17. Providing information about, or lists of, the City of Imperial employees to parties outside City.
18. Using a City computing asset, including mobile devices (laptops, cell phones, etc.) for personal activities or none City business-related, is prohibited.



4.3.2 E-mail and Communication Activities

When using City's resources to access and use the Internet, users must realize they represent the City. Whenever employees state an affiliation to the City, they must also clearly indicate that "the opinions expressed are my own and not necessarily those of the City". Questions may be addressed to the DoIT.

1. Sending unsolicited e-mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (e-mail spam).
2. Any form of harassment via e-mail, telephone or texting, whether through language, frequency, or size of messages.
3. Unauthorized use, or forging, of e-mail header information.
4. Solicitation of e-mail for any other e-mail address, other than that of the poster's account, with the intent to harass or to collect replies.
5. Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.
6. Use of unsolicited e-mail originating from within the City of Imperial's networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by the City or connected via City's network.
7. Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).
8. The City of Imperial e-mail address shall be used for City business-related only, and never configured on a personal device.

4.3.3 Blogging and Social Media

1. Blogging by employees, whether using the City of Imperial's property and systems or personal computer systems, is also subject to the terms and restrictions set forth in this policy. Limited and occasional use of the City of Imperial's systems to engage in blogging is acceptable, provided that it is done in a professional and responsible manner, does not otherwise violate the City of Imperial's policy, is not detrimental to the City of Imperial's best interests and does not interfere with an employee's regular work duties. Blogging from the City of Imperial's systems is also subject to monitoring.
2. Employees shall not engage in any blogging that may harm or tarnish the image, reputation and/or goodwill of the City of Imperial and/or any of its employees. Employees are also prohibited from making any discriminatory, disparaging, defamatory, or harassing comments when blogging or otherwise engaging in any conduct prohibited by the City of Imperial's *Non-Discrimination and Anti-Harassment* policy.



3. Employees may also not attribute personal statements, opinions, or beliefs to the City of Imperial when engaged in blogging. If an employee is expressing his or her beliefs and/or opinions in blogs, the employee may not expressly or implicitly represent themselves as an employee or representative of the City of Imperial. Employees assume any and all risks associated with blogging.
4. Apart from following all laws pertaining to the handling and disclosure of copyrighted or export controlled materials, City's trademarks, logos, and any other City intellectual property may also not be used in connection with any blogging activity

5. Policy Compliance

5.1 Compliance Measurement

The DoIT team will verify compliance with this policy through various methods, including but not limited to, business tool reports, internal and external audits, and feedback to the policy owner.

5.2 Exceptions

Any exception to the policy must be approved by the DoIT team in advance.

5.3 Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

6. Definitions and Terms

- Blogging
 - Short for Weblog, a blog is a Web page that serves as a publicly accessible personal journal for an individual. Typically updated daily, blogs often reflect the personality of the author. (v.) To author a Weblog. Other forms: Blogger (a person who blogs).
- Honeypot
 - A honeypot is a network-attached system set up as a decoy to lure cyber attackers and to detect, deflect, or study hacking attempts in order to gain unauthorized access to information systems.
- Honeynet
 - A honeynet is a network set up with intentional vulnerabilities; its purpose is to invite attack so that an attacker's activities and methods can be studied and that information used to increase network security.
- Proprietary Information



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- In the United States, CPNI (Customer Proprietary Network Information) is information that telecommunications services such as local, long-distance, and wireless telephone companies acquire about their subscribers. It includes not only what services they use but their amount and type of usage.
- Spam
 - E-mail spam is not only annoying but also dangerous to users. So, what is e-mail spam? E-mail spam is nothing but junk e-mail or unsolicited bulk e-mails sent through the e-mail system. It refers to the use of an e-mail system to send unsolicited e-mails, especially advertising e-mails to a group of recipients.

EMPLOYEE ACKNOWLEDGMENT

If you have additional questions about this policy, please contact Human Resources before signing the following agreement.

I have read the City of Imperial's policy on the use of e-mail, network, and internet/intranet and agree to abide by it. I understand that violation of any of the above policies may result in discipline, up to and including termination.

User Name (Printed)

User Signature

Date

DATE SUBMITTED

07/29/2020

SUBMITTED BY

R. Alejandro Estrada

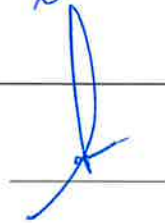
DATE ACTION REQUIRED

08/05/2020

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

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 \$19,095.75. 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: 19,095.75 * As budgeted in the 2020-2021 Municipal Budget; please reference pg. of 19 adopted budget, account 01-143-5210.	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:	
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 2020 and shall remain and continue in effect until tasks described herein are completed, but in no event later than August 04, 2021 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 Eighteen thousand six hundred ninety dollars and sixty three cents (\$19,095.75) 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: _____
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 Database maintenance
- c) Server folder structure and forwarding
- d) 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 seven hundred ninety five dollars and sixty six cents (\$795.66). The annual amount to be paid to CONSULTANT shall not exceed nineteen thousand ninety five dollars and seventy five cents (\$19,095.75).

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

1st of each month - \$795.66

16th of each month - \$795.66

Annual Payment(s) to total \$19,095.75

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;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

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.

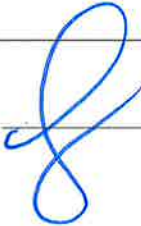
07/29/20

Sgt. Max Sheffield

08/05/20

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

(3)

SUBJECT: DISCUSSION/ACTION: Approval to purchase six Motorola APX 6000 Radios		
DEPARTMENT INVOLVED: Police		
BACKGROUND/SUMMARY: The Imperial Police Department is requesting the approval to purchase six Motorola APX 6000 Radios. These six radios will replace six of our current XTS 5000 models, which will be becoming obsolete soon. The department's current radio system is functioning on a temporary patch channel while the permanent channel is being worked on. Once it is up, the XTS 5000 radios will no longer be able to function.		
FISCAL IMPACT: Not to exceed \$31,000 from the Cannabis Sales with regard to the Conditional Use Permit, mutually agreed upon by the City of Imperial and March and Ash. This account currently has a balance of \$75,343.95.	FINANCE INITIALS	
STAFF RECOMMENDATION: Approve	DEPT. INITIALS	
MANAGER'S RECOMMENDATION: 	CITY MANAGER'S INITIALS	
MOTION:		
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()



Quote Number: QUOTE-1295219

IMPERIAL, CITY OF

Billing Address:
IMPERIAL, CITY OF
424 S IMPERIAL AVE
IMPERIAL CA, 92251

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

Quote Date: 2020-06-11
Expiration Date: 2020-09-09
Quote Created By:
Andrew Gretencord
Andrew.Gretencord@motorolasolutions.com

Customer:
IMPERIAL, CITY OF

Contract:
32526 - COUNTY OF SAN DIEGO RCS

Line #	Item Number	Description	Quantity	Unit List Price	Ext. List Price	Discount %	Discount \$	Unit Sale Price	Ext. Sale Price	APC
	APX™ 6000 Series									
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	6	\$3,026.00	\$18,156.00	37.50%	\$1,134.75	\$1,891.25	\$11,347.50	0481
1a	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	6	\$100.00	\$600.00	37.50%	\$37.50	\$62.50	\$375.00	0481
1b	Q361AR	ADD: P25 9600 BAUD TRUNKING	6	\$300.00	\$1,800.00	37.50%	\$112.50	\$187.50	\$1,125.00	0481
1c	Q58AL	ADD: 3Y ESSENTIAL SERVICE	6	-\$115.00	-\$690.00	0.00%	\$0.00	-\$115.00	-\$690.00	0185
1d	QA00580AC	ADD: TDMA OPERATION	6	\$450.00	\$2,700.00	37.50%	\$168.75	\$281.25	\$1,687.50	0481
1e	Q498AY	ENH: ASTRO 25 OTAR W/ MULTIKEY	6	\$740.00	\$4,440.00	37.50%	\$277.50	\$462.50	\$2,775.00	0481
1f	H38BT	ADD: SMARTZONE OPERATION	6	\$1,200.00	\$7,200.00	37.50%	\$450.00	\$750.00	\$4,500.00	0481
1g	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	6	\$515.00	\$3,090.00	37.50%	\$193.13	\$321.88	\$1,931.25	0481
1h	Q629AK	ENH: AES ENCRYPTION AND ADP	6	\$475.00	\$2,850.00	37.50%	\$178.13	\$296.88	\$1,781.25	0481
1i	QA05573AA	ALT: LI-ION IMPRES 2 IP68 5100MAH	6	\$135.00	\$810.00	37.50%	\$50.63	\$84.38	\$506.25	
2	PMNN4494A	Spare Battery IMPRES 2 LIION R IP68 5100T	6	\$198.00	\$1,188.00	25.00%	\$49.50	\$148.50	\$891.00	
3	PMMN4069A	APX RSM (Wind Porting) with 3.5mm AUDIO JACK	6	\$133.00	\$798.00	25.00%	\$33.25	\$99.75	\$598.50	
4	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2	6	\$165.00	\$990.00	25.00%	\$41.25	\$123.75	\$742.50	

Net Total \$27,570.75
Estimated Tax \$2,136.73
Estimated Freight \$0.00
Grand Total \$29,707.48

DATE SUBMITTED 7/29/2020

SUBMITTED BY ACM

DATE ACTION REQUIRED 8/5/2020

COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED ()

RESOLUTION (X)

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS 3

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: MEMORANDUM OF UNDERSTANDING BETWEEN TEAMSTERS LOCAL UNION #542 AND THE CITY OF IMPERIAL

1. APPROVAL OF RESOLUTION NO. 2020-~~49~~ APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF IMPERIAL AND TEAMSTERS LOCAL UNION #542 FOR FISCAL YEAR 2020-2021
2. APPROVAL OF ADDENDUM TO INCORPORATE TERMS AND CONDITIONS UNDER ARTICLE 5, COMPENSATION DUE TO THE IMPACTS OF COVID-19.
3. APPROVAL OF AMENDMENT TO APPENDIX "A" POSITION ALLOCATION LIST TO RELINQUISH THE POSITIONS OF POLICE RECORDS CLERK, SENIOR RECORDS CLERK, POLICE SERVICES TECHNICIAN, AND ANIMAL CONTROL OFFICER TO IMPERIAL POLICE OFFICERS ASSOCIATION

DEPARTMENT INVOLVED: City Managers Office & Administrative Services Department

BACKGROUND/SUMMARY:

Whereas the City of Imperial has met their meet and confer obligation with Teamsters Local Union #542, Teamsters agrees to a one year "roll over" memorandum of understanding. In the attached information you will find an addendum to the current (expired) MOU that speaks to Article 5, Compensation. Teamsters agrees to a one-year freeze on merit increases and/or salary adjustments due to budgetary impacts of COVID-19. Additionally, Teamsters has reached an agreement with Imperial Police Officers Association (IPOA) to relinquish the positions stated above to the IPOA. The relinquishment will not cause any subsequent impacts to the fiscal year municipal budget.

FISCAL IMPACT: No Fiscal Impact to 2020-2021 Municipal Budget as approve on July 7, 2020.

ADMIN SERV
INITIALS VS

STAFF RECOMMENDATION: It is staff's recommendation to approve the one year "roll over" agreement with Teamsters Local Union #542. Staff recommends a continuous review of finances throughout the fiscal year. In the event revenue streams improve we will resume meet and confer obligations with all collective bargaining units to discuss salary adjustments at that time.

DEPT. INITIALS AB

MANAGER'S RECOMMENDATION: City Manager's Recommendation is to approve the Resolution and MOU as presented for action.

CITY
MANAGER'S
INITIALS DM

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

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

REFERRED TO:

RESOLUTION NO. 2020-41

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF IMPERIAL, A MUNICIPAL GOVERNMENT OF THE STATE OF CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING AND ADDENDUM BETWEEN THE CITY OF IMPERIAL AND TEAMSTERS UNION LOCAL #542 FOR FISCAL YEAR 2020-2021

WHEREAS, the City of Imperial and Teamsters Union Local #542 have met and conferred in accordance with the requirements of the Meyers-Milias Brown Act and City Council Ordinance No. 634; and

WHEREAS, the City of Imperial negotiates the terms of the Memorandum of Understanding with the Teamsters Union Local #542, a duly recognized bargaining unit; and

WHEREAS, the City of Imperial and Teamsters Union Local #542 have reached an agreement that wages, benefits and other conditions of employment as approved and adopted on September 8, 2018 will hold over for the fiscal year 2020-2021; and

WHEREAS, the City of Imperial and Teamsters Union Local #542 have reached an agreement that all merit increases and/or COLA salary adjustments will be frozen for the period of one fiscal year 2020-2021 due to the impacts of the novel coronavirus COVID-19; and

WHEREAS, the Teamsters Union Local #542 agrees to relinquish the positions of Police Records Clerk, Senior Records Clerk, Police Evidence Technician, and Animal Control Officer to the Imperial Police Officers Association.

NOW, THEREFORE, the City Council of the City of Imperial DOES HEREBY RESOLVE that the Memorandum of Understanding AND ADDENDUM attached hereto as "Exhibit A", between the City of Imperial and Teamsters Union Local #542 is approved and adopted. The City Manager is hereby directed to implement the provisions provided by this resolution effective July 1, 2020.

PASSED AND ADOPTED by the City Council of the City of Imperial at the Regular Meeting on August 5, 2020.

DARRELL PECHTL, MAYOR

ATTEST:

DEBRA JACKSON, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING
BETWEEN**

**TEAMSTERS LOCAL UNION 542 & CITY OF IMPERIAL FOR
A ONE YEAR TERM OF FISCAL YEAR 2020-2021**

ARTICLE 4 - WORK SCHEDULES AND ASSIGNMENTS

Section 7 SPECIAL EVENTS: Employees working a Special Event not scheduled during their normal work schedule shall be paid for actual time worked at the appropriate overtime rate, per Article 5, Section 3.

Teamsters Local 542 reserves the right to add to, delete from, change or modify any of these proposals and or amendments at any time.

ADDENDUM TO MEMORANDUM OF UNDERSTANDING BETWEEN

TEAMSTERS LOCAL UNION 542 & CITY OF IMPERIAL FOR A ONE YEAR TERM OF FISCAL YEAR 2020-2021

ARTICLE 5 - COMPENSATION AND OVERTIME PAY

Section 1. Salary Schedule. The monthly salary schedule for all employees is set forth in Appendix B and is incorporated into this Agreement by reference.

1. The City will maintain the eight (8) steps on the salary schedule.
2. Due to impacts of the novel coronavirus COVID-19, All current non-probationary status employees covered by this bargaining agreement will not receive a merit increase or COLA adjustment for fiscal year 2020-2021.
3. The COLA shall reflect May numbers report of each respective year.
4. Any salary adjustment resulting in a salary of the next step level, the employee will be moved to the appropriate step in the wage scale;
5. Employees on probationary status ~~shall~~ **are eligible to** receive salary increases upon the completion of a successful probationary period. Probationary employees shall be entitled to receive COLA increases at the same time all other employees receive the COLA increase.

During the term of this agreement, in the event any other bargaining unit receives a salary adjustment comprising of more than the terms stated in items one (1) through four (4), employees covered by this agreement shall receive the same

Teamsters Local 542 reserves the right to add to, delete from, change or modify any of these proposals and or amendments at any time.

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING
BETWEEN**

**TEAMSTERS LOCAL UNION 542 & CITY OF IMPERIAL FOR
A ONE YEAR TERM OF FISCAL YEAR 2020-2021**

ARTICLE 21 - DURATION OF AGREEMENT.

Section 1.

1. City agrees to a one (1) year ADDENDUM beginning July 1, 2020 and ending June 30, 2021

CITY OF IMPERIAL

TEAMSTERS LOCAL NO. 542

City Manager Date

Mike Morales Date

City Attorney Date

Flavio Grijalva Date

James Bentley Date

Attest: _____
City Clerk Date

Teamsters Local 542 reserves the right to add to, delete from, change or modify any of these proposals and or amendments at any time.

CLASSIFICATION LIST
TEAMSTERS UNION LOCAL #542

POSITION LIST	SALARY RANGE
Accounting Assistant I	57
Accounting Assistant II	61
Accounting Assistant III	66
Animal Control Officer	67
Code Enforcement Officer	69
Crew Leader	63
General Maintenance Worker I	57
General Maintenance Worker II	60
General Maintenance Worker III	63
General Office Clerk	57
Library Technician	57
Maintenance Electrician	78
Police Records Clerk	60
Police Services Technician	60
Recreation Specialist	60
Senior Records Clerk	66
Wastewater Operator Trainee I (OIT I)	60
Wastewater Operator Trainee II (OIT II)	64
Wastewater Operator I	71
Wastewater Operator II	74
Water Operator Trainee I (OIT I)	60
Water Operator Trainee II (OIT II)	64
Water Operator I	71
Water Operator II	74
Water Operator III	78

DATE SUBMITTED 7/29/2020
 SUBMITTED BY ACM
 DATE ACTION REQUIRED 8/5/2020

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION (X)
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS 28

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IMPERIAL AND IMPERIAL POLICE OFFICER'S ASSOCIATION

1. APPROVAL OF RESOLUTION NO. 2020- 50 TO ADOPT THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IMPERIAL AND IMPERIAL POLICE OFFICER ASSOCIATION FOR THE TERM OF ONE (FISCAL) YEAR;
2. APPROVAL OF ADDENDUM TO INCORPORATE TERMS AND CONDITIONS UNDER ARTICLE XVII, COMPENSATION DUE TO IMPACTS OF COVID-19;
3. APPROVAL OF AMENDMENT TO EXHIBIT A POSITION ALLOCATION LIST TO ACCEPT RELINQUISHED POSITIONS OF POLICE RECORDS CLERK, SENIOR RECORDS CLERK, POLICE SERVICES TECHNICIAN, AND ANIMAL CONTROL OFFICER FROM TEAMSTERS LOCAL UNION #542.

DEPARTMENT INVOLVED: City Managers Office and Administrative Services Department

BACKGROUND/SUMMARY:

Whereas the City of Imperial has completed our meet and confer obligation with the Imperial Police Officers Association (IPOA). IPOA agrees to a one year "roll over" memorandum of understanding, with an addendum to Article XVII, Compensation, due to negative budgetary impacts of the novel coronavirus COVID-19. Additionally, IPOA and Teamsters have come to an agreement relinquish and accept the positions as listed above. The transfer of positions will not cause any subsequent impacts to the Municipal Budget as approved on July 7, 2020.

FISCAL IMPACT: No Fiscal Impacts

ADMIN SERV
INITIALS

VB

STAFF RECOMMENDATION: It is staff's recommendation to approve the one year MOU, Addendum and Amendment as presented. In the event revenue streams improve, we will resume meet and confer obligations with all collective bargaining units.

DEPT. INITIALS

AB

MANAGER'S RECOMMENDATION: City Manager's Recommendation is to approve the resolution and MOU as presented for Action.

CITY
MANAGER'S
INITIALS

ACM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()
DISAPPROVED ()

REJECTED ()
DEFERRED ()

REFERRED TO:

RESOLUTION NO. 2020- 50

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF IMPERIAL, A MUNICIPAL GOVERNMENT OF THE STATE OF CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING AND ADDENDUM BETWEEN THE CITY OF IMPERIAL AND IMPERIAL POLICE OFFICERS ASSOCIATION FOR FISCAL YEAR 2020-2021

WHEREAS, the City of Imperial and Imperial Police Officers Association have met and conferred in accordance with the requirements of the Meyers-Milias Brown Act and City Council Ordinance No. 634; and

WHEREAS, the City of Imperial negotiates the terms of the Memorandum of Understanding with the Imperial Police Officers Association, a duly recognized bargaining unit; and

WHEREAS, the City of Imperial and Imperial Police Officers Association have reached an agreement that wages, benefits and other conditions of employment as approved and adopted on June 19, 2019 will hold over for the fiscal year 2020-2021; and

WHEREAS, the City of Imperial and Imperial Police Officers Association have reached an agreement that all merit increases and/or COLA salary adjustments will be frozen for the period of one fiscal year 2020-2021 due to the impacts of the novel coronavirus COVID-19; and

WHEREAS, the Imperial Police Officers Association agrees to accept the positions of Police Records Clerk, Senior Records Clerk, Police Evidence Technician, and Animal Control Officer relinquished from Teamsters Union Local #542.

NOW, THEREFORE, the City Council of the City of Imperial DOES HEREBY RESOLVE that the Memorandum of Understanding AND ADDENDUM attached hereto as "Exhibit A", between the City of Imperial and Imperial Police Officers Association is approved and adopted. The City Manager is hereby directed to implement the provisions provided by this resolution effective July 1, 2020.

PASSED AND ADOPTED by the City Council of the City of Imperial at the Regular Meeting on August 5, 2020.

DARRELL PECHTL, MAYOR

ATTEST:

DEBRA JACKSON, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ADDENDUM TO MEMORANDUM OF UNDERSTANDING BETWEEN

IMPERIAL POLICE OFFICERS ASSOCIATION & CITY OF IMPERIAL FOR A ONE YEAR TERM OF FISCAL YEAR 2020-2021

ARTICLE XVII – COMPENSATION

The base pay for each classification represented by the ASSOCIATION is provided in Exhibit B to this MOU and incorporated herein by reference.

A. WAGE RATES

- 1) The CITY will maintain the eight (8) steps on the Salary Schedule for fiscal year 2019-2020;
1. Due to impacts of the novel coronavirus COVID-19, All current non-probationary status employees covered by this bargaining agreement will not receive a merit increase or COLA adjustment for fiscal year 2020-2021.
2. The COLA shall reflect May numbers report of each respective year.

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING
BETWEEN**

**IMPERIAL POLICE OFFICERS ASSOCIATION & CITY OF
IMPERIAL FOR A ONE YEAR TERM OF
FISCAL YEAR 2020-2021**

ARTICLE XXVI – TERM OF AGREEMENT

This ADDENDUM shall be effective upon final adoption by Resolution of the City Council of the CITY and shall remain in full force and effect for fiscal year 2020-2021. Upon written request by either party and submission of an initial proposal prior to the expiration date of this MOU, each party may request to meet and confer regarding an amendment or new MOU.

Except in cases of emergency, CITY will provide ASSOCIATION written notice of any changes in CITY ordinances, rules, resolutions, regulations or established practices directly relating to matters within the scope of representation as defined by the law which is proposed to be adopted by CITY and shall give ASSOCIATION the opportunity to meet with CITY. In cases of emergency, CITY shall give ASSOCIATION such notice and opportunity to meet at the earliest possible time following adoption of such ordinance, rule, resolution or regulation.

Date:

Date:

Max Sheffield, President
Imperial Police Officers Association

Dennis H. Morita, City Manager
City of Imperial

ATTEST:

Debra Jackson, City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF IMPERIAL
SALARY SCHEDULE - IPOA EMPLOYEES
FISCAL YEAR 2020 - 2021

<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>10 YR STEP 8</u>
51	15.82	16.61	17.44	18.31	19.23	20.19	21.20	22.26
52	16.22	17.03	17.88	18.77	19.71	20.70	21.73	22.82
53	16.62	17.45	18.32	19.24	20.20	21.21	22.27	23.39
54	17.04	17.89	18.78	19.72	20.71	21.74	22.83	23.97
55	17.46	18.34	19.25	20.21	21.23	22.29	23.40	24.57
56	17.90	18.79	19.73	20.72	21.76	22.84	23.99	25.19
57	18.35	19.26	20.23	21.24	22.30	23.42	24.59	25.82
58	18.81	19.75	20.73	21.77	22.86	24.00	25.20	26.46
59	19.28	20.24	21.25	22.31	23.43	24.60	25.83	27.12
60	19.76	20.74	21.78	22.87	24.01	25.22	26.48	27.80
61	20.25	21.26	22.33	23.44	24.62	25.85	27.14	28.50
62	20.76	21.80	22.88	24.03	25.23	26.49	27.82	29.21
63	21.28	22.34	23.46	24.63	25.86	27.15	28.51	29.94
64	21.81	22.90	24.04	25.25	26.51	27.83	29.22	30.69
65	22.35	23.47	24.64	25.88	27.17	28.53	29.96	31.45
66	22.91	24.06	25.26	26.52	27.85	29.24	30.70	32.24
67	23.48	24.66	25.89	27.19	28.55	29.97	31.47	33.05
68	24.07	25.28	26.54	27.87	29.26	30.72	32.26	33.87
69	24.67	25.91	27.20	28.56	29.99	31.49	33.07	34.72
70	25.30	26.56	27.89	29.28	30.74	32.28	33.89	35.58
71	25.93	27.23	28.59	30.02	31.52	33.10	34.76	36.50
72	26.58	27.91	29.31	30.78	32.32	33.94	35.64	37.42
73	27.25	28.61	30.04	31.54	33.12	34.78	36.52	38.35
74	27.93	29.32	30.79	32.33	33.95	35.66	37.44	39.31
75	28.63	30.06	31.56	33.14	34.80	36.54	38.37	40.29
76	29.34	30.81	32.35	33.97	35.67	37.45	39.32	41.29
77	30.07	31.58	33.16	34.82	36.56	38.39	40.31	42.33
78	30.83	32.37	33.99	35.69	37.47	39.34	41.31	43.38
79	31.60	33.18	34.84	36.58	38.41	40.33	42.35	44.47
80	32.39	34.01	35.71	37.50	39.38	41.35	43.42	45.59
81	33.20	34.86	36.60	38.43	40.36	42.38	44.49	46.71

POSITION

Police Services Technician I
Police Services Technician II
Police Services Technician III
Police Officer
Corporal
Sergeant

RANGE

54
56
61
70
76
81

NO COLA

Council Action on July 7, 2020

Change to include formerly General Maintenance I(51), Police Records Clerk (54) and Senior Records Clerk (60)

Council Action on August 5, 2020

DATE SUBMITTED 7/30/2020
 SUBMITTED BY ACM
 DATE ACTION REQUIRED 8/5/2020

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: RECLASSIFICATION OF POSITIONS TO IMPERIAL POLICE OFFICER ASSOCIATION

1. APPROVAL OF RECLASSIFICATION OF ANIMAL CONTROL OFFICER, RANGE 57 TO POLICE SERVICES OFFICER I, RANGE 54 ON THE IMPERIAL POLICE OFFICER ASSOCIATION SALARY SCHEDULE;
2. APPROVAL OF RECLASSIFICATION OF POLICE RECORDS CLERK RANGE 60, TO POLICE SERVICES OFFICER II, RANGE 56 ON THE IMPERIAL POLICE OFFICER ASSOCIATION SALARY SCHEDULE;
3. APPROVAL OF RECLASSIFICATION OF POLICE EVIDENCE TECHNICIAN RANGE 60 TO POLICE SERVICES OFFICER II, RANGE 56 ON THE IMPERIAL POLICE OFFICER ASSOCIATION SALARY SCHEDULE;
4. APPROVAL OF RECLASSIFICATION OF SENIOR RECORDS CLERK, RANGE 66 TO POLICE SERVICES OFFICER III, RANGE 61 to ON THE IMPERIAL POLICE OFFICER ASSOCIATION SALARY SCHEDULE.

DEPARTMENT INVOLVED: City Managers Office and Imperial Police Department

BACKGROUND/SUMMARY:

Whereas the IPOA have agreed to accept the relinquished Teamster positions of Animal Control Officer, Police Records Clerk, Police Evidence Technician, and Senior Records Clerk to the IPOA. As such, these positions will be reclassified as per the recommendation of the Class and Compensation Study adopted by the City Council in June of 2019 to that of Police Services Officer(s) I/II/III. The positions have been placed on a range comparable to that of Teamsters Salary Schedule, but with allowed growth for increased duties as assigned.

FISCAL IMPACT: No fiscal impact to the FY 2020-2021 municipal budget. Transfer is lateral and budget neutral.

ADMIN SERV
INITIALS



STAFF RECOMMENDATION: It is staff's recommendation to reclassify these positions as proposed

DEPT. INITIALS



MANAGER'S RECOMMENDATION: City Manager agrees with the recommendation for reclassification as presented.

CITY
MANAGER'S
INITIALS



MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

APPROVED () REJECTED ()
 DISAPPROVED () DEFERRED ()
 REFERRED TO:

CITY OF IMPERIAL

JOB DESCRIPTION

POLICE SERVICES OFFICER I, II, III

DEFINITION:

Under general supervision, performs a variety of non-peace officer law enforcement and support service duties in the office and field in a variety of areas and performs related work as required.

CLASS CHARACTERISTICS:

Positions in this class perform a variety of law enforcement and police support duties that do not require performance by a sworn peace officer in a variety of areas including: dispatch, support services, records, data entry, property and evidence, public education, planning and neighborhood services, animal control, patrol, youth services, investigations, and parking enforcement. Incumbents are expected to work shifts and rotate through a variety of assignments and may be required to work weekends and holidays. Incumbents receive thorough instructions and training when tasks are initially assigned and are expected to perform duties by selecting work methods from a variety of standard methods and procedures referring to the supervisor those problems which involve the establishment of new procedures or which involves solutions which are inconsistent with departmental procedures and policies.

DISTINGUISHING CHARACTERISTICS:

Police Service Officer I: This is the entry level classification in the series. This class performs a variety of enforcement and/or administrative duties to ensure compliance with State laws and local ordinances.-A typical background for the Police Service Officer I is education equivalent to graduation from high school and completion of P.C. 832 course within 12 months of employment.

Police Service Officer II: This is the full journey-level class in the Police Service Officer series. This class performs the more complex tasks and duties such as compiling, analyzing, evaluating, correlating and disseminate criminal intelligence or case and event information to local, State and Federal law enforcement agencies with legal limitations of public disclosure and rights to privacy. Incumbents have previous work experience in the police field.

Police Service Officer III: This is the advanced journey-level classification in the Police Service Officer series. Incumbents perform the more complex duties requiring highly specialized knowledge, skills, and abilities in a designated work assignment including performing a variety of lead administrative support services including record-keeping and clerical duties in support of the Police Department; receiving, reviewing and processing police reports, citations and Officer subpoenas. Employees within this class are distinguished from the Police Service Officer I/II by responsibility to exercise lead supervision over staff of the unit and by the performance of the full range of duties. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Operate police communications center utilizing various equipment such as telephone, radio, computer and CLETS terminal and related telecommunications and office equipment.
- Serve as receptionist at public contact points within the police facility.

- Provide information to the public; answers questions and inquiries.
- Assist police officers with functions not requiring sworn peace officer status.
- Collect, organize and book physical evidence related to crime scene investigations.
- Direct traffic and provides crowd control at crime scenes, accidents, public events.
- Fingerprint and photograph prospective employees and general public.
- Enforce parking laws and ordinances in assigned area either on foot or in a motorized vehicle.
- Issue citations for violations of parking laws, city ordinance violations and testifies in court as required.
- Prepare and maintains logs and records on police activities.
- Prepare various reports and correspondence based on information collected and analyzed including reports concerning crimes, accidents, lost and found property, and other circumstances.
- Perform data entry utilizing various computer systems and maintains databases.
- Receive, store, issue and maintain evidence and property.
- Coordinate property disposal with other city departments and outside agencies.
- Conduct training or public education sessions.
- May perform Animal Control functions, including picking up stray animals, verifying animal licenses, caring for animals, maintaining the Animal Shelter, and enforcing laws and city ordinances not needing a sworn peace officer.
- Assist in the collection and interpretation of a variety of criminal intelligence data and information for the purpose of assisting law enforcement in criminal investigation, apprehension, and prosecution activities.
- Assist in dissemination of information to law enforcement agencies both verbally and in writing.

OTHER DUTIES:

- Perform related duties as assigned.

REQUIRED QUALIFICATIONS:

Education and Experience:

- Any combination equivalent to: Graduation from high school or equivalent GED and one (1) year of experience involving public contact work which is likely to provide the required knowledge and abilities of the position of Police Service Officer I, II or III would be acceptable for employment.

Licenses and other Requirements:

- Valid California class C driver's license.
- Completion of P.C. 832 course.
- Incumbents may be assigned to duties which would include law enforcement and police support duties in a variety of areas including: dispatch, support services, records, data entry, property and evidence, public education, planning and neighborhood services, animal control, patrol, youth services, investigations support, crime analysis, intelligence analyst, report writing and parking enforcement.

Knowledge of:

- Law enforcement office procedures and equipment.
- Applicable Municipal, State and Federal criminal, traffic and related laws, ordinances and codes.

- Records management, dissemination and public disclosure regulations.
- Basic animal control regulations, techniques and enforcement.
- Telephone techniques and etiquette.
- Correct English usage, grammar, spelling, punctuation and vocabulary.
- Database processes and data entry techniques.
- Writing, editing and proofreading.
- Interpersonal skills using tact, patience and courtesy.
- Oral and written communication skills.
- Record-keeping and report preparation techniques.
- Traffic laws, defensive driving techniques and rules of the road.
- Record-keeping and report preparation techniques.

Ability to:

- Perform a variety of administrative support services including record-keeping and clerical duties in support of the Police Department.
- Analyze a variety of information and recognize trends and patterns.
- Interpret, apply, explain and assure compliance with laws, codes, regulations, policies and procedures pertaining to police records and release of information.
- Prepare and maintain various files, records and reports.
- Operate a variety of office equipment including a computer and assigned software.
- Observe legal and defensive driving practices.
- Initiate queries, extract data and generate computerized reports.
- Complete work with many interruptions.
- Meet schedules and timelines.
- Perform arithmetic calculations quickly and accurately.
- Communicate effectively both orally and in writing.
- Establish and maintain cooperative and effective working relationships with others.
- Maintain confidentiality of sensitive and privileged information.

WORKING CONDITIONS:

Work Environment:

- Indoor/Outdoor environment.
- Seasonal heat and cold or adverse weather conditions.
- Evening, weekend or variable hours.
- Fast-paced environment with changing priorities.
- Driving a vehicle to conduct work.

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 various equipment.

- Hearing and speaking to exchange information.
- Reaching overhead, above the shoulders and horizontally.
- Seeing to read a variety of materials.
- Sitting or standing or standing for extended periods of time.
- Bending at the waist, stooping, kneeling or crouching.
- Lifting, carrying, pushing or pulling heavy objects as assigned by the position.

Hazards:

- Contact with dissatisfied or hostile individuals.
- Driving a vehicle during adverse weather conditions.
- Traffic hazards.

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.

Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications may not include all duties performed by individuals within a classification. In addition, specifications are intended to outline the minimum qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.

Police Service Officer I - FLSA Non-Exempt Union Position - Range 54

Police Service Officer II - FLSA Non-Exempt Union Position - Range 56

Police Service Officer III - FLSA Non-Exempt Union Position - Range 61

CITY OF IMPERIAL
SALARY SCHEDULE - IPOA EMPLOYEES
FISCAL YEAR 2020 - 2021

<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>10 YR STEP 8</u>
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62	20.76	21.80	22.88	24.03	25.23	26.49	27.82	29.21
63	21.28	22.34	23.46	24.63	25.86	27.15	28.51	29.94
64	21.81	22.90	24.04	25.25	26.51	27.83	29.22	30.69
65	22.35	23.47	24.64	25.88	27.17	28.53	29.96	31.45
66	22.91	24.06	25.26	26.52	27.85	29.24	30.70	32.24
67	23.48	24.66	25.89	27.19	28.55	29.97	31.47	33.05
68	24.07	25.28	26.54	27.87	29.26	30.72	32.26	33.87
69	24.67	25.91	27.20	28.56	29.99	31.49	33.07	34.72
70	25.30	26.56	27.89	29.28	30.74	32.28	33.89	35.58
71	25.93	27.23	28.59	30.02	31.52	33.10	34.76	36.50
72	26.58	27.91	29.31	30.78	32.32	33.94	35.64	37.42
73	27.25	28.61	30.04	31.54	33.12	34.78	36.52	38.35
74	27.93	29.32	30.79	32.33	33.95	35.66	37.44	39.31
75	28.63	30.06	31.56	33.14	34.80	36.54	38.37	40.29
76	29.34	30.81	32.35	33.97	35.67	37.45	39.32	41.29
77	30.07	31.58	33.16	34.82	36.56	38.39	40.31	42.33
78	30.83	32.37	33.99	35.69	37.47	39.34	41.31	43.38
79	31.60	33.18	34.84	36.58	38.41	40.33	42.35	44.47
80	32.39	34.01	35.71	37.50	39.38	41.35	43.42	45.59
81	33.20	34.86	36.60	38.43	40.36	42.38	44.49	46.71

POSITION

Police Services Technician I
Police Services Technician II
Police Services Technician III
Police Officer
Corporal
Sergeant

RANGE

54
56
61
70
76
81

NO COLA

Council Action on July 7, 2020

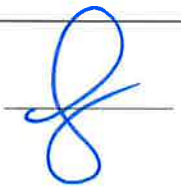
Change to include formerly General Maintenance I(51), Police Records Clerk (54) and Senior Records Clerk (60)

Council Action on August 5, 2020

DATE SUBMITTED 7/31/2020
 SUBMITTED BY ACM
 DATE ACTION REQUIRED 8/5/2020

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS 28

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: INFORMATION TECHNOLOGY TECHNICIAN POSITION I. APPROVAL OF CLASSIFICATION, SALARY RANGE AND JOB DESCRIPTION FOR INFORMATION TECHNOLOGY TECHNICIAN POSITION(S) I/II/III	
DEPARTMENT INVOLVED: City Manager's Office/Information Technology Department/Administrative Services Department	
BACKGROUND/SUMMARY: Whereas the City Council for the City of Imperial approved the Municipal Budget for Fiscal Year 2020-2021 on July 7, 2020. In accordance with that, the recruitment for an Information Technology Technician I was approved; however, a job description, classification and salary range must be established. The attached job description does allow for the establishment of three separate positions within the IT department. This will allow for future growth to meet the needs of the community in the future. Pending approval, the City of Imperial will solicit applications for the ITT I.	
FISCAL IMPACT: \$35,508 (40%GF/60% Enterprise Funds) As Approved in Municipal Budget 2020-2021 on July 7, 2020 Account #01-143-5101 (Item 7)	ADMIN SERV INITIALS <u></u>
STAFF RECOMMENDATION: It is staff's recommendation to approve the Classification, Description and Salary Ranges as presented.	DEPT. INITIALS <u></u>
MANAGER'S RECOMMENDATION: City Manager agrees with staff's recommendation	CITY MANAGER'S INITIALS <u></u>
MOTION: SECONDED: AYES: NAYES: ABSENT: APPROVED () DISAPPROVED () REFERRED TO: REJECTED () DEFERRED ()	

CITY OF IMPERIAL

JOB DESCRIPTION

INFORMATION TECHNOLOGY TECHNICIAN I/II/III

DEFINITION:

Under direction of the Information Technology Director, performs a variety of technical duties in the implementation, operation, maintenance, and ongoing use of the City's technology infrastructure; serves as the primary interface between the end user and information services staff; provides support for computer systems and equipment including hardware, software, and peripheral printers and related equipment. Performs a variety of technical duties as required.

DISTINGUISHING CHARACTERISTICS:

Information Technology Technician I: This is an entry level classification in the series. This class performs a variety of technical duties including serving as the first point of contact for technical assistance over phone and email, performing troubleshooting through diagnostic techniques and pertinent questions, setting up workstations with computers and necessary peripheral devices, and provide administrative support services.

Information Technology Technician II: This is a journey-level confidential class in the Information Technology Technician Series. This class performs more complex tasks and duties such as compiling, analyzing, evaluating, correlating information as it relates to appropriate software functions and department specifications, provide service and support to departments in the field

Information Technology Technician III: This is an advanced journey-level classification in the Information Technology Technician series. Incumbents perform the more complex duties requiring high specialized knowledge, skills, and abilities in a designated work assignment including performing lead administrative support services, researching, diagnosing, troubleshooting and identifying solutions to resolve system issues, and configure operating systems and using remote desktop connections to provide immediate support. Employees within this class are distinguished from IT Technician I/II by responsibility to exercise lead supervision over staff of the department and by performance of the full range of duties. Employees at this level only receive occasional instruction or assistance as new or unusual situations arise and are fully aware of the operational procedures and policies of the City and department.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Provides exemplary customer service to all individuals by demonstrating a willingness to be attentive, understanding, responsive, fair, courteous and respectful, and to actively participate in maintaining a positive customer service environment.
- Serves as the primary interface between the end user and the City's information technology staff; receives and logs user requests for service and problem notification; prioritizes requests, resolves problem or distributes to appropriate information technology

staff for response; tracks status to ensure timely response; facilitates escalation as necessary.

- Installs, configures or upgrades in house or vendor software, hardware, peripherals, network copiers and printers; troubleshoots hardware and software related problems.
- Works with computer users to resolve problems and answer questions on a variety of hardware components and software programs.
- Provides on-call assistance for computer systems support.
- Participates in the analysis, design, implementation, operation and maintenance of the City's computing systems.
- Provides a variety of training programs for users on computer software and system use. Updates users with new information on software usage.
- Conducts needs assessments and feasibility studies as required.
- Performs a variety of duties in the implementation, operation, and maintenance of the City's computerized information systems including troubleshooting hardware, software, and peripheral problems.
- Performs repairs on computer systems and peripheral equipment including network printers. Coordinates major equipment repairs, locates vendors and ships parts as needed. Arranges for vendors to perform on-site repairs. Evaluates repair service quality. Monitors inventory of information services hardware and software. Orders equipment and supplies as necessary.
- Performs system and database backup activities as necessary. Files back-up tapes and maintains tape library. Maintains software licensing. Responds to inquiries and request for new software programs. Administers and maintains organizational internal systems. Configures user accounts and troubleshoots and identifies e-mail problems.

OTHER DUTIES:

- Perform related duties as assigned.

REQUIRED QUALIFICATIONS

Knowledge of:

- Basic principles, practices and methods of personal computer configuration and operations, and of network, hardware, and software troubleshooting;
- basic principles of computer science; computer peripherals and accessories;
- a variety of software programs and operating systems;
- modern office procedures, methods and computer equipment;
- principles and practices of quality customer service.

Ability to:

- Perform the full range of help desk duties;
- identify and respond to user computer related problems;
- install and configure computer systems and peripheral equipment;
- identify, isolate, and troubleshoot hardware and software problems;
- install, test, and evaluate hardware and software effectively.

- Train computer users; understand and follow oral and written instructions;
- communicate clearly and concisely both orally and in writing;
- establish and maintain effective working relationships with those contacted in the course of work the ability to analyze, design, program and maintain information systems and peripherals;
- make recommendations in information system selections and software application packages is highly desirable.

Education and Experience:

IT Technician I: Graduation from high school or equivalent GED and minimum one (1) year of experience involving IT systems support work which is likely to provide the required knowledge and abilities of the position of Information Technology Technician I would be acceptable for employment.

IT Technician II: Graduation from high school or equivalent GED, any combination equivalent to two (2) years of experience involving increased responsibility of IT systems support work, college course work, AND/OR certificate in related field which is likely to provide the required knowledge and abilities of the position of Information Technology Technician II would be acceptable for employment.

IT Technician III: Graduation from high school or equivalent GED, any combination equivalent to three (3) years of experience involving increased responsibility of IT systems support work, Bachelor's Degree in IT Solutions or related field (preferred), AND/OR certificate in related field which is likely to provide the required knowledge and abilities of the position of Information Technology Technician II would be acceptable for employment.

License and Certificates:

Valid California Class C Driver's License

Other Information

Required to undergo and successfully complete an extensive post-offer Police Department background investigation.

WORKING CONDITIONS

Work Environment:

- Indoor/outdoor environment.
- Fast-paced environment with changing priorities.
- Variable hours including evenings or weekends.

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 or standing for extended periods of time.
- Lifting, carrying, pushing and pulling moderately objects as assigned by the position.
- Bending at the waist, kneeling or crouching to install equipment and materials.
- Reaching overhead, above the shoulders and horizontally.

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.

Hazards:

- Exposed to computer screens
- Working at heights.

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.

Class specifications are only intended to present a descriptive summary of the range of duties and responsibility associated with specified positions. Therefore, specifications may not include all duties performed by individuals within a classification. In addition, specifications are intended to outline the minimum qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.

Information Technology Technician I: FLSA Non-Exempt MSPC (Confidential) Position – Range 60

Information Technology Technician II: FLSA Non-Exempt MSPC (Confidential) Position – Range 63

Information Technology Technician III: FLSA **Exempt** MSPC (Confidential) Position – Range 69

DATE SUBMITTED 7/29/2020

SUBMITTED BY ACM

DATE ACTION REQUIRED 8/5/2020

COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS 26

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: Coronavirus Relief Fund

1. Approval of City of Imperial Economic Stability Coronavirus Relief Program

DEPARTMENT INVOLVED: City Manager's Office

BACKGROUND/SUMMARY:

The City of Imperial has been approved to receive \$244,822.00 in federal coronavirus relief monies from the California Department of Finance. It is the City's intention to distribute the funds in two ways; comply with public health measures to mitigate the effects of COVID-19 and provide economic support to businesses negatively impacted by the pandemic. Pending approval of the Imperial Economic Stability Coronavirus Relief Program, the City will launch a grant program using up to \$200,000.00 to assist businesses in the following categories.

- Costs of business interruption
- Payment of Overdue rent/mortgage to avoid eviction
- Payroll Support
- Preparedness and Compliance with local, state, and federal health orders

FISCAL IMPACT: No direct impact to the municipal budget. Cares Act Monies will be distributed in 6 installments to the City of Imperial.

ADMIN SERV
INITIALS

WJ

STAFF RECOMMENDATION: It is staff's recommendation to approve and launch the City of Imperial Economic Stability Coronavirus Relief Program in the amount of \$200,000.00

DEPT. INITIALS

Ab

MANAGER'S RECOMMENDATION: City Manager agrees with Staff's recommendation to approve the program as presented

CITY
MANAGER'S
INITIALS

Ham

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()
DISAPPROVED ()

REJECTED ()
DEFERRED ()

REFERRED TO: